City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Tuesday, April 21, 2026 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	26-8	Approval of the City Council Meeting Minutes of April 7, 2026
B.	26-510	Acceptance of Planning Commission meeting minutes of March 12, 2026
C.	26-511	Acceptance of Planning Commission meeting minutes of March 26, 2026
D.	26-516	Approval of and authorization to execute Resolution No. 1738 a Resolution authorizing the City of Broken Arrow to apply for FY2026 Community Development Block Grant (CDBG) funds through the Tulsa Urban County Program for the College Street Improvements Project (12th Street to 15th Street
E.	26-527	Approval of and authorization to execute Resolution No. 1741, a Resolution of the City Council of the City of Broken Arrow accepting and approving the re-codification of the Broken Arrow Code of Ordinances; acknowledging the compilation and publication in a printed, permanent form; notifying the public of the publication and re-codification with copies provided to Tulsa and Wagoner County Law Libraries and are located on the City's website, as well as being available for purchase in the office of the City Clerk; and authorizing the City Clerk to take all such actions necessary to effectuate compliance with State Statute
F.	26-546	Approval of and authorization to execute Budget Amendment Number 27 for Fiscal Year 2026

G.	26-524	Acknowledgement of the submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, Fire Sales Tax Fund, and Visit Broken Arrow for March 31, 2026
H.	26-533	Approval of and authorization to execute a Professional Consultant Agreement Amendment 3 with Selser Scheafer Architects (aka: Narrate Design) for completion of Geotechnical Report (Project No. 2417170)
I.	26-500	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
J.	26-521	Approval of and authorization to execute Change Order No. 1 with Builder’s Unlimited, Inc for the Park Maintenance Building Events Park (2560140)
K.	26-522	Approval of and authorization to execute Change Order No. 1 with Diversified Civil Contractors for the Aspen Ave and Tucson Ave Street Improvements project (ST2031)
L.	26-354	Approval of and authorization to execute Change Order No. 3 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)
M.	26-523	Approval of and authorization to execute Change Order No. 1 with Tri-Star Construction, LLC for the Houston Street Improvements - 23rd to Old Highway 51 (ST1926A and WL26040)
N.	26-532	Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)
O.	26-550	Approval of PT-002601-2025|PR-000768-2024, Conditional Final Plat, The Pines III, approximately 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single-Family Residential - Preservation) via BAZ-2041, located at the southwest corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)

P. 26-518 Acceptance of a Utility Easement for Parcels 29.0, 35.0, 37.0, 38.0, and 39.0, consisting of 8,243.30 square feet; 8,229.05 square feet; 7,723.89 square feet; 8,190.50 square feet; and 3,170.50 square feet, respectively, of utility easement, and a Temporary Construction Easement for Parcels 29.1, 35.1, 37.1, 38.1, and 39.1, consisting of 6,594.44 square feet; 6,583.24 square feet; 12,358.22 square feet; 6,552.40 square feet; and 5,072.35 square feet, respectively, of temporary construction easement, generally located south of East Washington Street running along the east side of East 23rd Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from B A Brown Property, LLC, and authorization of payment in the amount of $33,520.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 29.0 & 29.1 & 35.0 & 35.1 & 37.0 & 37.1 & 38.0 & 38.1 & 39.0 & 39.1 (Project No. 2154250)

Q. 26-537 Acceptance of a Utility Easement for Parcel 14.0 and a Temporary Construction Easement for Parcel 14.1, consisting of 0.009 Acres of permanent utility easement and 0.008 Acres of temporary construction easement, respectively, from Broken Arrow Municipal Authority, the owner, on property generally located in the northeast corner of the intersection of New Orleans Street and South 9th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 14.0 (Project No. S.26040)

R. 26-552 Acceptance of a Utility Easement for Parcel 11.0 and a Temporary Construction Easement for Parcel 11.1, consisting of 0.125 Acres of permanent utility easement and 0.062 Acres of temporary construction easement, respectively, on property located at 500 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, dated May 21, 1997, and authorization of payment in the amount of $7,000.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 11.0 and 11.1 (Project No. S.26040)

S. 26-488 Approval of and authorization to execute Resolution No. 1739, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 12.0, consisting of 1,010 square feet of permanent Right-of-Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, donated by Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 12.0 (Project No. ST23280)

T. 26-517 Approval of and authorization to execute Resolution No. 1742, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 12,645 square feet (0.21 acres) of permanent Right-of-Way, generally located on the northwest corner of the intersection of South 9th Street and East Mason Drive in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Tulsa Habitat for Humanity, Inc., and authorization of payment in the amount of $16,590.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 13.0 (Project No. ST2027)

U. 26-519 Approval of and authorization to execute Resolution No. 1743, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 10.0, consisting of 7,202 square feet of permanent Right-of-Way generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and Acceptance of a Temporary Construction Easement consisting of 2,365 square feet located on the aforementioned property, and authorization of payment in the amount of $560.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 10.0 and 10.A (Project No. ST23280)

V. 26-520 Approval of and authorization to execute Resolution No. 1744, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 16,855 square feet of permanent Right-of-Way located at 9903 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and from Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and from Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, and Acceptance of a Drainage Easement for Parcel 13.B, consisting of 3,600 square feet of drainage easement located on the aforementioned property, and Acceptance of a Temporary Construction Easement for Parcel 13.A, consisting of 5,278 square feet of temporary construction easement and Parcel 13.C, consisting of 2,432 square feet of temporary construction easement both located on the aforementioned property, and authorization of payment in the amount of $59,710.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 13.0, 13.A, 13.B, and 13.C (Project No. ST23280)

W. 26-512 Ratification of the Claims List Check Register Dated April 13, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-262 Presentation of an annual report by representatives of Cox Communications, a cable service provider with a Non-Exclusive Franchise with the City of Broken Arrow, and regarding the services provided by Cox and operation of cable system

B. 26-529 Presentation and annual programming update by the Military History Center

C. 26-534 Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

D. 26-551 Presentation regarding requested road closure of East Houston Street between South 23rd Street and Highway 51 by Tri-Star Construction, LLC

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. 26-506 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1740, a Resolution of the City of Broken Arrow, Oklahoma, recognizing and supporting the city's role as host of the 2026 National League of Cities and Oklahoma Municipal League Women in Municipal Government Conferences, and acknowledging the value and priorities of Women in Municipal Government

B. 26-494 Consideration, discussion, and possible appointment of three (3) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the three (3) Trustee appointments with three year terms commencing July 1, 2026

C. 26-499 Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with Nabholz Construction Corporation for the Construction Management Services of Municipal Services Administration Building (Project No. 2417170)

D. 26-505 Consideration, discussion, and possible approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, R-2 (Single-Family Residential), located one-quarter mile south of East. Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)

E. 26-536 Consideration, discussion, and possible approval of and authorization to execute Public Highway At-Grade Crossing Agreement for UP Real Estate Project No. 0808256 (43rd Street DOT#413401S near mile post 259.29) (ST23230)

F. 26-367 Consideration, discussion, and possible approval of award to the lowest responsible bidder, Cherokee Pride Construction, Inc, and authorization to execute a construction contract for the Steeplechase Farms Project (ST24070) and East Houston Industrial Park Project (ST24100)

G. 26-509 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc, authorization to execute a construction contract for the Oak Tree Estates Concrete Roadway Panel Replacement Project (ST24150)

10. Preview Ordinances-NONE

11. Ordinances-NONE

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. 5418 to make arrangements.

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-8, **Version:** 1

Broken Arrow City Council
Meeting of: 04/21/2026

Title:
Approval of the City Council Meeting Minutes of April 7, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $73

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: 04/07/2026 Meeting City Council Minutes

Recommendation:
Approve the minutes of the 04/07/2026 City Council Meeting.

City of Broken Arrow
City Council Meeting
Minutes

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

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

Tuesday, April 7, 2026 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Greg Pittman led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Vice Mayor Johnnie Parks.

5. Consideration of Consent Agenda

A. 26-7 **Approval of the City Council Meeting Minutes of March 24, 2026**

B. 26-456 **Approval of and authorization to execute Resolution No. 1737, a resolution of the City Council of the City of Broken Arrow to approve participation in settlements with Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. and authorizing the Mayor or City Manager to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G and to take all actions required to effect the settlements**

C. 26-466 **Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for bridge design improvement plans along Broken Arrow Creek in the Arrowwood Estates II Subdivision (SW26160)**

D. 26-444 **Approval of and authorization to execute Amendment No. 3 to the Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST23280)**

E. 26-468 **Approval of and authorization to execute the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340)**

F. 26-465 **Approval of and authorization to execute Amendment 4 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210)**

G. 26-457 **Approval of and authorization to execute a renewal with Remedy Health to provide near-site clinic services for eligible employees, effective May 1, 2026**

H. 26-397 **Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract**

I. 26-470 **Approval of and authorization to execute the Amendment to the Contract for FY2024 Community Development Block Grant (CDBG) Urban County Project between the City of Broken Arrow and the Tulsa County CDBG Urban County, and approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 25**

J. 26-427 **Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000 or less**

K. 26-480 **Approval of and authorization to execute Change Order No. 1 with Grade Line Construction, LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)**

L. 26-463 **Approval of PR-000101-2022 I PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located**

approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)

M. 26-478 **Acceptance of a Drainage Easement consisting of 1,523.67 square feet of drainage easement, located at 1564 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mona F. Johnson, Trustee of the Mona F. Johnson Trust, dated December 8, 2021, and authorization of payment in the amount of $2,290 for the College Street Improvements-9th Street to 12th Street, Parcel 2.A (Project No. ST26020)**

N. 26-487 **Acceptance of a Storm Sewer and Access Easement and a Temporary Construction Easement from Grand Slam Enterprises, LLC, an Oklahoma limited liability company, the owner, on property generally located south of West Jasper Street and east of South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Indian Springs Storm Sewer Improvements, Parcels 1.1 and l.A (Project No. SW26100)**

O. 26-467 **Acceptance of a Temporary Construction Easement for Parcel 5. A, consisting of 2,492.95 square feet of property located at 2003 West Austin Place in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Andrea Seabeck and Tristan Seabeck for the Waterford Park Erosion Mitigation, Parcel 5.A (Project No. SW26 l l 0)**

P. 26-486 **Acceptance of Utility Easements for Parcels 23.0 and 24.0, consisting of 37,842 square feet and 6,607 square feet, respectively, of utility easement and acceptance of Temporary Construction Easements for Parcels 23.1, 23.2 and 24.1, consisting of3,393 square feet, 19,536 square feet, and 4,405 square feet, respectively, of temporary construction easement on property generally located at 9665 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, and authorization of payment in the amount of $48,730.00 for theCounty Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 23.0, 23.1, 23.2, 24.0, and 24. l (Project No. 2154250)**

Q. 26-453 **Ratification of the Claims List Check Register Dated March 30, 2026**

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Consent Agenda Minus Item 26-463
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

L. 26-463 **Approval of PR-000101-2022 I PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)**

Rocky Henkel, Director of Community Development, presented Item 26-463. This item involves approval of a conditional final plat for Rosewood Village, a smaller-scale residential development of about 20 lots on roughly 4.5 acres, consistent with prior PUD approvals that allowed up to 30 units. The plat has been reviewed by staff and the Technical Advisory Committee, received unanimous Planning Commission approval, and had no public opposition. Staff recommended approval of the plat as presented.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 26-463Approval of PR-000101-2022 I PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)
The motion carried by the following vote:

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

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

A. 26-200 **A.Presentation of a Proclamation by Mayor Debra Wimpee declaring April 8, 2026, as "Ernest Childers Day" in Broken Arrow, Oklahoma**

Mayor Debra Wimpee presented Item 26-200 and proclaimed April 8, 2026, as Ernest Childers Day in Broken Arrow, honoring the hometown Medal of Honor recipient for his extraordinary bravery during World War II. The proclamation recognized his historic distinction as the first Native American Medal of Honor recipient in the war and called on the community to remember his service and the sacrifices of all veterans.

Elaine Childers expressed gratitude for honoring her father, Ernest Childers, describing him as a kind and attentive person who made everyone he spoke with feel valued and heard. She

emphasized his character and warmth, noting she is always appreciative of opportunities to recognize his legacy.

Grover Wind, Secretary of Veteran's Affairs with Muscogee Nation, thanked the City of Broken Arrow for honoring Ernest Childers and spoke about his legacy as a symbol of Native American warrior values. He highlighted Childers' extraordinary bravery during combat—continuing to lead despite injury, using ingenuity under fire, and prioritizing the safety of his men above himself. Wendt emphasized that Childers embodied the true spirit of a "warrior," defined by protecting others and serving his people with honor and courage.

B. 26-445 Presentation of a Proclamation by Mayor Debra Wimpee declaring the month of April 2026, as "Safe Digging Month" in Broken Arrow, Oklahoma

Mayor Debra Wimpee presented Item 26-445 and proclaimed April 2026 as Safe Digging Month in Broken Arrow, emphasizing the importance of protecting underground utilities and public safety. The proclamation encouraged residents and contractors to call 811 before digging, wait for utility markings, and follow safe excavation practices to prevent accidents, service disruptions, and damage to critical infrastructure.

C. 26-483 Recognition of Broken Arrow Citizens, City Council, Employees, and Community Partners for Collaborative Efforts Regarding the 2026 General Obligation Bond Package

City Manager Michael Spurgeon presented Item 26-483 and marked the culmination of a two-and-a-half-year process to develop the city's general obligation bond package, thanking the City Council for its leadership and vision and emphasizing that the initiative was community-driven. He highlighted extensive public engagement, noting hundreds of citizens participated over two years, and more than 1,500 attended nearly 70 meetings during the final outreach phase.

He also recognized city staff, the communications team, consultants, and key community partners—including the school district, Chamber, citizen committees, and local organizations—for their contributions. Spurgeon stressed that transparency was a defining feature of the process, citing surveys, meetings, and outreach efforts, and expressed pride in the collaboration as the city awaited the election results.

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)

Edna Osborn praised the City Council and staff for the significant improvements in Broken Arrow since she moved there in 2006, highlighting the city's beauty, development, and quality of schools. While expressing pride in the progress, she noted ongoing concerns about infrastructure, particularly street widening and drainage in her neighborhood. She affirmed her commitment to her home and community, encouraged unity among residents, and voiced appreciation for incorporating prayer into council meetings.

9. General Council Business

A. 26-439 Consideration, discussion, and possible approval of BAZ-002651-2026 (Rezoning), The Pines IV, approximately 119.05 acres, A-1 (Agricultural) to RS (Single Family Residential), located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue)

Rocky Henkel, Director of Community Development, presented Item 26-439. This item involves a rezoning request for approximately 119 acres to allow a single-family residential development (The Pines). While the applicant originally requested RSP zoning, the Planning Commission recommended a less intense RS zoning to match better the surrounding development, which the applicant accepted. Public comments raised questions about layout and development, and staff recommended approval of the rezoning as modified by the Planning Commission.

Dennis M Koch, a nearby resident, opposed the proposed development, explaining his family chose their home for its wooded surroundings and were told the area would remain undeveloped. He expressed concern that removing the trees would diminish the quality of life and potentially force residents to move. He also raised safety concerns, noting that the new development would increase traffic on a currently quiet street where children frequently play.

The discussion acknowledged the resident's concerns about increased traffic and loss of the wooded area. Staff clarified that the existing neighborhood does not have direct access to 209th Street and currently relies on other routes. Mayor Debra Wimpee empathized with the situation, sharing a similar personal experience and noting that undeveloped land is often eventually built on despite assurances. She also pointed out the challenge of real estate representations about future development and invited further clarification from staff and the applicant.

Todd Walls acknowledged the property owner's right to develop but raised concerns about impacts to nearby residents, including loss of views, erosion, privacy, and property values. Rather than opposing the project outright, he requested a compromise—specifically a 40–50 foot tree buffer near the pond—to preserve some natural screening and mitigate impacts, suggesting it would benefit both current and future residents.

Allen Betchan of ABB Engineering explained that the pond in question is an existing detention facility serving earlier phases of the development and will continue to function as part of the system. He noted the project is designed with multiple access points, primarily directing traffic east toward 37th Street rather than through existing neighborhoods, which should limit traffic impacts and even improve connectivity. He also clarified that the layout aims to manage flow and minimize cut-through traffic while maintaining proper drainage and infrastructure.

The discussion addressed resident concerns while providing clarification from the applicant and staff about how the development will function.

The engineer explained that much of the western area near the creek will remain undeveloped due to steep terrain and floodplain conditions, preserving significant green space. While not all trees can be guaranteed to remain due to utilities and drainage needs, the intent is to retain as much natural area as possible, especially around the detention pond.

Traffic concerns were addressed by noting that most vehicle flow will be directed east to 37th Street (209th), minimizing cut-through traffic in existing neighborhoods and potentially improving connectivity. The development is a continuation of the same neighborhood, with consistent home styles, pricing, HOA rules, and shared amenities, rather than a separate subdivision.

Timing was also clarified, with construction likely beginning months after approvals and homes not appearing for roughly two years. Officials emphasized that future development in such areas is guided by the city's comprehensive plan, which is publicly available and outlines expected land uses, reinforcing that development was anticipated even if not always clearly communicated to buyers.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 26-439 BAZ-002651-2026 (Rezoning), The Pines IV, approximately 119.05 acres, A-1 (Agricultural) to RS (Single Family Residential), located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue)
The motion carried by the following vote:

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

10. Preview Ordinances - NONE

11. Ordinances

A. 26-447 **Consideration, discussion, and possible adoption of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date**

Trevor Dennis, City Attorney, presented Item 26-447 and summarized updates to the proposed short-term rental ordinance, explaining that it had undergone multiple revisions following community input, including a work session and prior council discussions.

He highlighted two key additions. First, a "safe harbor" provision, which allows discretion for the city not to penalize owners who proactively report issues at their own property, depending on circumstances. Second, a performance-based incentive, providing a 20% reduction in renewal fees for operators who have no nuisance or serious incidents over 12 months.

He noted that these changes were made in response to public feedback and that concerns raised by community members—such as those submitted by a local short-term rental owner—had largely already been addressed within the updated ordinance. He offered to answer further questions and clarify how the ordinance handles those concerns.

The discussion emphasized both the need for the ordinance and how its incentives work.

Council Member Ford expressed support for the regulations, noting they help prevent short-term rentals from becoming disruptive in neighborhoods, and thanked leadership for addressing the issue. City Attorney Trevor Dennis reinforced that the ordinance was driven by real incidents—ranging from disorderly conduct to more serious situations—highlighting the need for stronger oversight.

Council member Green clarified how the incentive ("carrot") works, and Mr. Dennis explained that the 20% fee reduction is applied on a rolling, year-by-year basis. It does not accumulate over time—operators can receive up to a 20% discount each year they remain compliant, but it resets annually based on the previous year's performance.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-447 adoption of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date
The motion carried by the following vote:

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

B. 26-448 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3905; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Trevor Dennis, City Attorney, presented Item 26-448, the emergency clause for Ordinance No. 3905

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 26-448, an emergency measure for Ordinance No. 3905; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:

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

12. Remarks and Inquiries by Governing Body Members

Mayor Debra Wimpee reflected on honoring Ernest Childers, noting her attendance at a Medal of Honor recognition event in Tulsa and expressing appreciation to his family. She also thanked city staff for their extensive work on the bond package, acknowledging their dedication and sacrifices, while emphasizing that the most important work—implementation—still lies ahead.

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

City Manager Michael Spurgeon thanked a resident for her positive comments and updated the Council that staff is continuing to work with a citizen regarding concerns about the Amazon development near College Road.

He also emphasized that the short-term rental ordinance originated from law enforcement concerns—not overreach—and was intended to balance protecting compliant operators while addressing problem properties. He expressed appreciation to the Police Chief, City Council, and engaged citizens for collaborating to create an ordinance that supports both community safety and responsible business operations.

At 7:24 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 Lisa Ford, seconded by Justin Green
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:

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

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

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

At 7:27 p.m., the room was cleared for Executive Session.

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

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

At 7:28 p.m. City Council entered into Executive Session.

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

A pending litigation known as Judith Latus v. City of Broken Arrow, Wagoner County District Court, Case No. CJ-2020-115, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

At Approximately 7:40 p.m. the Mayor announced return to open session

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find Executive Session was necessary to discuss pending litigation under 25 0. S. Section 307(B)(4).
The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to authorize the City Attorney to settle the case in the amount recommended by the City Attorney, resolving all claims related to this litigation.
The motion carried by the following vote:

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

15. Adjournment

The meeting was adjourned at 7:41 p.m.

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

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 26-510, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

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

Background:
The minutes of the Planning Commission meeting held March 12, 2026 were approved by the Planning Commission on April 9, 2026.

Cost: Approximately $105.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 03-12-2026 Planning Commission Minutes

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

City of Broken Arrow
Planning Commission
Minutes

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

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

Thursday, March 12, 2026 **Council Chambers**

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

A. 26-385 **Approval of Planning Commission meeting minutes of February 26, 2026**

B. 26-340 **Approve LOT-002528-2025, Daniel & April Glowacki, Lot Split 1.14 acres, 1 lot to 2 lots, RMH (Residential Manufactured Home), approximately one-half mile south of Dearborn Street (41st Street) and one-half mile east of 37th Street (209th East Avenue)**

C. 26-386 **Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)**

D. 26-387 **Approval of PT-002629-2026|PR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue**

E. 26-399 **Approval of PR-000910-2026|PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)**

F. 26-401 **Approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, RS-C (Single-Family Residential - Compact), located one-quarter mile south of East Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)**

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Consent Agenda
The motion carried by the following vote:

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 26-400 **Public hearing, consideration, and possible action regarding BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS-P, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue)**

Mackenzie Hackett, Staff Planner, presented Item 26-400, BAZ-002651-2026, which is a request to rezone approximately 119.05 acres from agricultural to single-family residential preservation to allow development of single-family detached homes as the fourth phase of the Pines of the Preserve subdivision. The unplatted property is located a quarter mile south of Omaha Street and west of 37th Street, with access from 37th Street and indirectly from Omaha through the existing development to the north. FEMA maps show a portion of the 100-year floodplain in the central area of the site. Based on the comprehensive plan, location, and surrounding land uses, the staff recommends approval of the rezoning request.

Alan Betchan of AAB Engineering explained that the request represents the final phase of the Pines development, which extends north to Omaha Street and has already been built in three phases. The proposed zoning is consistent with the existing development to the north. He noted that the floodplain area in the center of the property was previously constructed as a detention facility during the widening of 37th Street, and the plan is to develop around that area while zoning the remaining property to match the surrounding neighborhood. He offered to answer any questions.

During the discussion, Planning Commission members asked questions about drainage, access, and traffic for the proposed development. Mr.Betchan explained that the nearby park pond and box culverts built during the 37th Street widening were designed as a regional detention facility and already account for stormwater detention needs for this project and nearby developments, with the existing quarry pond providing additional capacity. He stated that the development will remain outside the floodplain and that updated FEMA mapping through a LOMER process clarified those boundaries. Mr. Betchan also noted there are no current plans to cross Adams Creek or develop certain reclaimed areas. However, the zoning request includes the remaining parcel for consistency with the surrounding neighborhood. Access will connect to two existing stub streets from the northern subdivision and include at least one connection to 37th Street while minimizing direct arterial access. He said a traffic study has not been conducted, but could occur during the platting stage if required. Overall, he indicated the development should improve traffic flow by providing better connectivity to 37th Street and directing most traffic toward nearby commercial areas and the turnpike.

Ronald Mushegan, a resident of the Pines Preserve, expressed concern about the proposed development because his home at 3417 East Lincoln backs up to what he believed would remain a permanent greenbelt with a pond view. He said residents were told the area would stay a greenbelt and were even required to install special fencing to preserve the view. His concern is that the new phase of development may remove that greenbelt and forested area, which he feels could be misleading if the plan has changed. He noted that about 25 homes in the neighborhood are affected and said he does not yet know whether he supports or opposes the proposal because the details about what will happen to the greenbelt have not been clearly explained.

Lindsey Saunders, a resident of Pines Preserve Phase 2 at 3405 East Lincoln, said she shared the earlier speaker's concerns about the greenbelt but felt those questions had been addressed. She raised additional concerns about whether the Wagner Rural Water District can support more homes, noting that residents already receive summer notices about low water levels and pressure. She also questioned how stormwater runoff would be managed if development occurred near the pond, which is often very full after heavy storms. Finally, she expressed concern about existing traffic congestion in the mornings near Albany Street and the road to the east, particularly with school traffic. She wondered whether additional homes would worsen the problem even if a traffic light were installed.

Todd Walls, a resident of Pines Preserve and Lindsey Saunders' husband, said he shares the same concerns as other neighbors regarding the greenbelt behind their homes. He explained that he paid about $5,000 more for his lot because it was marketed as having a permanent greenbelt and pond view, and the builder told him that development in that area was unlikely for many years due to the difficulty and cost of building there. While he is not completely opposed to residential development, he emphasized that the wooded area provides a scenic view and wildlife habitat and suggested that, if development proceeds, the city consider preserving some of the trees or creating a park-like area to maintain the natural character and benefit both current and future residents.

C. Keith Smith, speaking for himself and his wife, said they were among the first residents to select a lot in Phase 2 of Pines Preserve and chose their property specifically because they were told the greenbelt to the south would remain undeveloped, preserving their view of the pond and surrounding nature. He explained they paid a premium for the lot because of the promised scenery and wildlife, which was a major reason they chose the location. Smith said he attended the meeting to learn what changes might occur and whether the greenbelt would remain as originally described. He also raised concerns about maintenance of the pond area, which they were told was city property but appears poorly maintained, with weeds, trash, and unauthorized use by dirt bikes and RTVs creating noise late at night and affecting nearby residents.

During the discussion, it was noted that the noise and dirt bike activity near the pond should be reported to the city because it violates local noise ordinances. However, Mr. Smith said residents had already called, and the problem continued. It was explained that if the property were developed, it would likely prevent unauthorized use of the area. Mr. Smith reiterated that homeowners purchased their properties believing the greenbelt and trees south of their homes would remain and that they would not have neighbors behind them. When asked how far the greenbelt extended and suggested that, based on the aerial view, there may not be enough space between the pond and existing homes for additional development, meaning the view might

largely remain intact. Mr. Smith also mentioned ongoing traffic issues near local school routes and said a traffic light in the area could help improve congestion. After the exchange, the public hearing was closed, and the discussion returned to the applicant.

During the discussion, the Planning Commission and the applicant clarified the proposed zoning classification and lot sizes for the development. Mr. Betchan explained that the project is intended to match the existing development to the north with 60-foot lots, even though the initial request was for Residential Single-Family Preservation (RSP) zoning, which allows smaller lots but requires open space. Commissioners expressed concern that approving RSP could allow smaller lots in the future if ownership changed, even though the applicant stated he planned to build 60-foot lots. Mr. Betchan emphasized that the detention pond and much of the surrounding open space would remain because of existing easements and floodplain constraints, and he noted that the pond area will ultimately be maintained by the Pines homeowners' association rather than the city.

Commissioners also discussed issues raised by residents, including green space, water service, and future development controls. Betchan said the Wagner Rural Water District has confirmed it can serve the development and that infrastructure for water service was already installed during earlier phases. To address the commission's concerns about density and long-term zoning protections, Mr. Betchan agreed to revise the request from RSP to RS zoning, which is a less dense classification with 60-foot lots. The commission confirmed that changing the request to the less dense zoning was permissible during the public hearing and prepared to proceed with consideration of the RS zoning recommendation.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 26-400 with RS zoning BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue)
The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business - NONE

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

Commissioner Jonathan Townsend commended members of the public who spoke on item 6A for being polite, open-minded, and well-spoken. Chairman Robert Goranson brought up potential modifications to the Request to Speak form. He also asked about adding a general Citizens' Opportunity to Speak item to the agenda.

During further discussion, concerns were raised about proposed guidelines and forms related to citizens speaking before the City Council and boards or commissions. It was explained that recently submitted comments to city officials about the forms used to sign up to speak, and noted that the City Council had tabled the matter until its March 24 meeting. It was said they expected the Planning Commission to review the forms before they went to the council, but realized the item had not been placed on the agenda. It was suggested adding a regular agenda item that would allow citizens an opportunity to speak on matters not on the agenda but within the jurisdiction of the Planning Commission, similar to the practice used by the City Council, while limiting comments to three minutes.

Staff members responded that the forms and procedures could be reviewed and revised, but would need to be placed on a future agenda for formal action. They advised commissioners to submit the marked-up recommendations to staff so they could review them and distribute them to city management and legal staff. The group also discussed logistical details about how citizens submit materials to the City Clerk prior to meetings. The conversation concluded with agreement that any proposed changes to the forms or agenda structure would be reviewed and potentially added to a future Planning Commission agenda and the commission's bylaws.

10. Adjournment

The meeting was adjourned at 6:32 p.m.

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

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

City of Broken Arrow

Request for Action

File #: 26-511, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

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

Background:
The minutes of the Planning Commission meeting held March 26, 2026 were approved by the Planning Commission on April 9, 2026.

Cost: Approximately $40.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 03-26-2026 Planning Commission Minutes

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

City of Broken Arrow
Planning Commission
Minutes

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

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

Thursday, March 26, 2026 **Council Chambers**

1. Call to Order

Vice Chairman Jason Coan called the meeting to order at 5:30 p.m.

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

A. 26-437 **Approval of LOT-002705-2026, Timbercrest Lot Split, 1 lot to 2 lots 5.11 acres, CH (Commercial Heavy), located approximately just north of Albany Street (61st Street) and one-eighth mile east of Aspen Avenue (145th East Avenue)**

B. 26-405 **Approval of PR-000885-2025| PT-002706-2026, Preliminary Plat for Walmart Addition, approximately 16.875 acres, 2 Lots, Commercial General (CG), located on the northwest corner of E. Kenosha Street (71st Street) and Oneta Road (S. 241st East Avenue)**

C. 26-443 **Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)**

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Consent Agenda minus Item 26-443
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

5. Consideration of Items Removed from Consent Agenda

C. 26-443 **Approval of PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue)**

Jose Jimenez, Planner II, presented Item 26-443, which involves approval of a preliminary plat for Elm Village, a 21.81-acre residential development with 89 lots, following a prior rezoning from multifamily to single-family residential preservation. The project will access South Elm Place, with final plans to address the required secondary emergency access. Portions of the site lie within a floodplain and will be used for drainage easements in compliance with applicable regulations. As the first step in the platting process, the Staff recommended approval of the preliminary plat, subject to comments.

Erik Enyart of Tanner Consulting expressed general agreement with the Staff's recommendations for the preliminary plat, but noted the review comments were received too late to discuss at the TAC meeting. He requested flexibility to work through minor technical details with the Staff during the process. He asked that those items not be fixed in the preliminary approval, emphasizing a qualified approval contingent on resolving those details.

The discussion clarified that the applicant agrees with Staff overall but wants flexibility to resolve technical details—particularly around secondary access and engineering

specifications—during later stages. The main issue highlighted was fire access, with Staff explaining there are multiple ways to meet code (not just a second road), such as sprinklers or design adjustments, which will be finalized before the conditional final plat.

Commission members confirmed that this is only a preliminary plat and that all details will return for review at the conditional final stage, ensuring compliance before final approval. Staff expressed confidence that outstanding issues can be worked out collaboratively with the applicant prior to that stage.

MOTION: A motion was made by Jaylee Klempa, seconded by Jonathan Townsend
Move to Approve Item 26-443 PT-002685-2026 | PR-000915-2026, Preliminary Plat, Elm Village, 21.81 acres, 89 lots, RM (Residential Multifamily) and PUD-340 to RSP (Single-family residential - Preservation) via BAZ-002485-2025, located one-eighth of a mile south of West Tucson Street (121st Street South) and just west of South Elm Place (161st East Avenue) with the knowledge that Staff will be working with the applicant to solidify the checklist
The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

6. Public Hearings

A. 26-435 ***No Action Taken*, COMP-002549-2025, Comprehensive Plan Change, 4701 S Garnett Road, 6.19acres from Level 4 (Commercial/Employment Nodes) to Level 2 (Urban Residential) located approximately one-tenth mile north and east of the northeast corner of W. Florence Street (111st Street) and Garnett Road (113th E. Avenue).**

The applicant withdrew this item; no action was taken.

B. 26-441 **Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).**

Jose Jimenez, Planner II, presented Item 26-441. This item involves a proposed major amendment and rezoning for Aspen Creek Villas, converting the property from commercial heavy to single-family residential compact. However, because the applicant has not yet submitted all the requested updated materials, both the Staff and the applicant requested a continuance. Staff recommended postponing consideration of the item to the April 23, 2026, Planning Commission meeting to allow time for those materials to be completed.

Alan Betchan, AAB Engineering, representing the applicant, agreed with the Staff's recommendation to continue the item, explaining that the project is being revised into a more blended development, which adds complexity and requires significant updates to the PUD and site plan. He noted they are close to a finalized plan but need additional time for staff review to ensure it meets all requirements, and therefore formally requested the continuance.

MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to table Item 26-441 Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue) until April 23, 2026
The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan

C. 26-440 **Public hearing, consideration, and possible action regarding PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)**

Jose Jimenez, Planner II, presented Item 26-440. This item involves a minor amendment to the Southern Trails PUD, correcting technical standards for a multifamily portion of the development. The amendment removes strict lot width and street frontage requirements, allowing access through mutual access easements that will be finalized during platting. The property is not in a floodplain, utilities will be city-provided, and the Staff recommended approval based on compatibility with surrounding development.

Erik Enyart, Tanner Consulting, explained that the requested PUD amendment addresses a change identified between the preliminary and final plat, specifically involving a townhouse-style multifamily lot that no longer has direct street frontage. He noted the project has always intended to rely on access easements, and the amendment formally allows that configuration by removing frontage and lot width requirements, contingent on dedicated mutual access easements being included in the plat.

The discussion clarified that removing frontage requirements would not negatively impact walkability or connectivity. The applicant confirmed that pedestrian connections have always been part of the design, with planned access along the mutual easements to both the north and toward Olive Avenue remaining unchanged.

MOTION: A motion was made by Jaylee Klempa, Jason Coan
Move to Approve Item 26-440 PUD-002694-2025 (Planned Unit Development), minor amendment to PUD-002316-2025, PUD-001815-2024, PUD-000126-2022, Southern Trails on Olive, 20.49 acres, CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) via BAZ-00012-2022 and PUD-000126-2022, located on the southeast corner of New Orleans Street (101st Street) and Aspen Avenue (145th East Avenue)
The motion carried by the following vote:

Aye: 3 - Jonathan Townsend, Jaylee Klempa, Jason Coan
Nay: 1 - Mindy Payne

7. Appeals - NONE

8. General Commission Business - NONE

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

Commissioner Mindy Payne expressed appreciation to the Staff for installing decorative artwork on a traffic control box in the New Orleans Square area, highlighting a butterfly design created by a local student. She noted it enhances the area aesthetically and positively impacts the community, with others agreeing it's a small but meaningful improvement.

10. Adjournment

The meeting was adjourned at 5:52 p.m.

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

Aye: 3 - Mindy Payne, Jonathan Townsend, Jason Coan
Nay: 1 - Jaylee Klempa

City of Broken Arrow

Request for Action

File #: 26-516, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-26

Title:
Approval of and authorization to execute Resolution No. 1738 a Resolution authorizing the City of Broken Arrow to apply for FY2026 Community Development Block Grant (CDBG) funds through the Tulsa Urban County Program for the College Street Improvements Project (12th Street to 15th Street

Background:
The City of Broken Arrow is applying for FY2026 Community Development Block Grant (CDBG) funds through the Tulsa Urban County Program for the College Street Improvements project from 12th Street to 15th Street. The project includes street reconstruction, drainage improvements, and sidewalk improvements within an area that qualifies under the Low-to-Moderate Income Area Benefit national objective. The total estimated project cost is $882,335.30, with $441,085.38 requested in CDBG funding and the remaining funds to be provided by the City of Broken Arrow. Approval of this resolution authorizes submission of the FY2026 CDBG application.

Cost: $882,335.30

Funding Source: CDBG Funds: $441,085.38

City Funds: $441,249.92

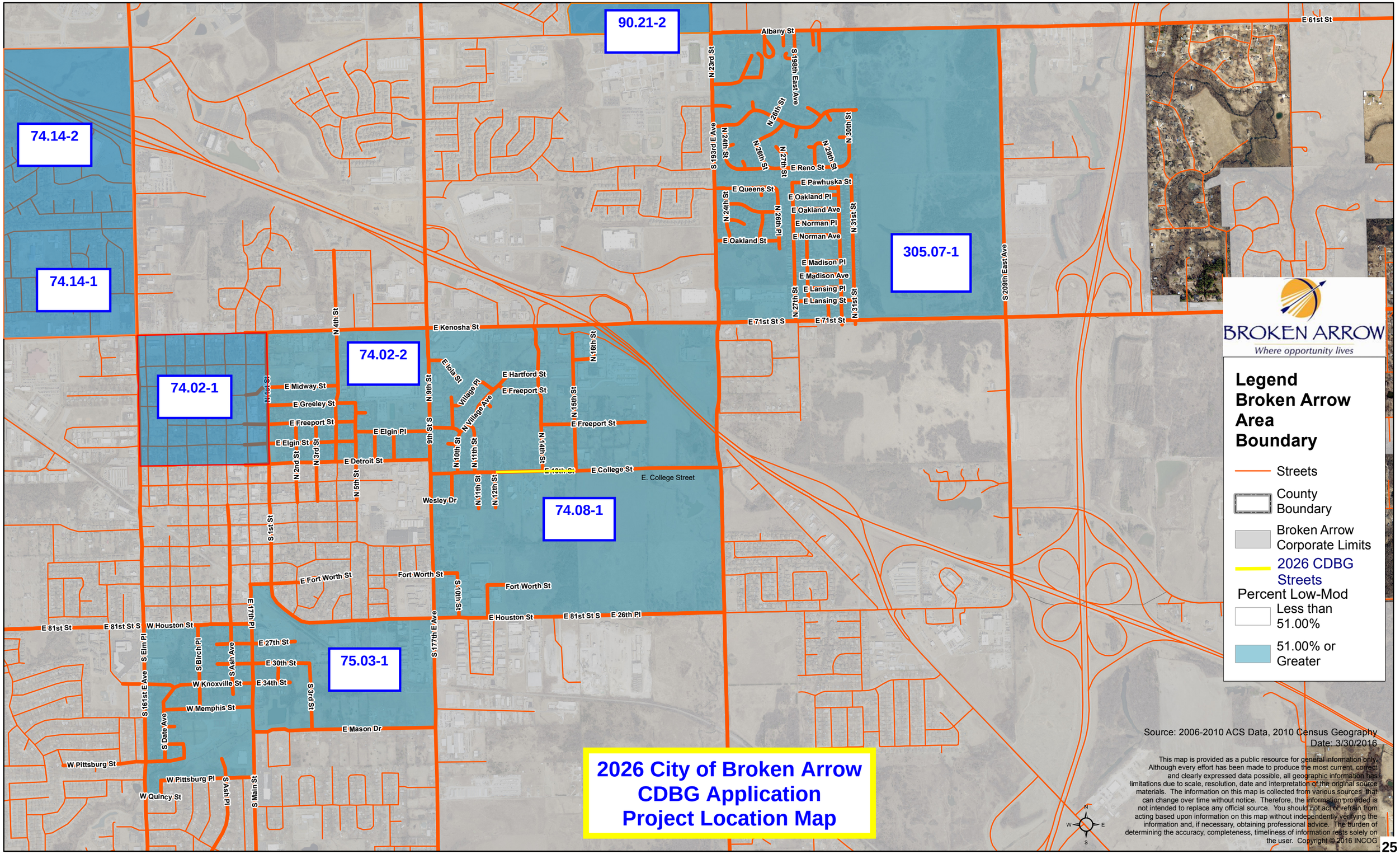
Requested By: Mollie McBride Rogers, Grant Writer

Approved By: Finance Department

Attachments: Resolution No. 1738
Project Cost Estimate (OPCC)
Project Location Map
Public Hearing Notice

Recommendation:
Staff recommends approval of the Resolution authorizing the City of Broken Arrow to apply for FY2026 CDBG funding through the Tulsa Urban County Program.

Streets within Broken Arrow Corporate Limits and Low-Mod Block Groups



2026 City of Broken Arrow CDBG Application Project Location Map

Source: 2006-2010 ACS Data, 2010 Census Geography
Date: 3/30/2016

This map is provided as a public resource for general information only. Although every effort has been made to produce the most current, correct, and clearly expressed data possible, all geographic information has limitations due to scale, resolution, date and interpretation of the original source materials. The information on this map is collected from various sources that can change over time without notice. Therefore, the information provided is not intended to replace any official source. You should not act or refrain from acting based upon information on this map without independently verifying the information and, if necessary, obtaining professional advice. The burden of determining the accuracy, completeness, timeliness of information rests solely on the user. Copyright © 2016 INCOG

NOTICE OF NEEDS PUBLIC HEARING
BROKEN ARROW FY2026
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEEDS HEARING

A Public Hearing will be held at 5:00 p.m., Monday, March 30, 2026 at the Broken Arrow Community Center, 1500 S. Main Street, Broken Arrow, Oklahoma to receive recommendations on housing needs for the cities and counties within the Metropolitan Tulsa HOME Consortium and non-housing community development needs for the cities within the Tulsa County CDBG Urban County. Tulsa County anticipates receiving approximately $1,049,423 in FY 2026 HOME funds and $1,492,079 in FY 2026 CDBG funds from the Department of Housing and Urban Development. Citizens are requested to participate in the Hearing and express their views on the allocation of these funds. Citizens are requested to express their views on housing needs in Bartlesville, Broken Arrow, Bixby, Bristow, Catoosa, Claremore, Collinsville, Coweta, Drumright, Glenpool, Hominy, Jenks, Owasso, Pawhuska, Sand Springs, Sapulpa, Skiatook, Sperry and the unincorporated areas of Creek, Osage, Rogers, Tulsa, Wagoner and Washington Counties. Citizens are also requested to express their views on non-housing community development needs in Broken Arrow, Bixby, Collinsville, Glenpool, Jenks, Owasso, Sand Springs, Sapulpa, Skiatook, Sperry, and the unincorporated areas of Tulsa County.

Recommendations received will be considered by INCOG, CDBG Urban County Policy Committee, and the City of Broken Arrow in developing the Consolidated Annual Action Plan to be submitted to HUD. Comments or proposals, where feasible, will be incorporated into the Plan to be submitted to HUD by May 15, 2026.

Anyone requiring special accommodations pursuant to the Americans with Disabilities Act should notify Tom Cook at 918-259-2400.

Posted this 9th day of March, 2026.

Curtis Green _____ 12:30PM

Broken Arrow City Clerk Time:

ATTACHMENT D

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2026 TULSA COUNTY URBAN COUNTY

Attached Certified Professional Cost Estimates/Engineering Report (where applicable)

ENGINEER'S CONSTRUCTION BUDGET

DATE: March 24, 2026

RESIDENTIAL STEETS
ASPHALT REPAIR, WIDENING AND RESURFACING
(EAST SECTION) FOR E. COLLEGE ST. FROM 12TH ST. TO 15TH ST. (1,550 feet) TO THE EAST

REFERENCE: CONCEPTUAL BUDGET
OWNER / CONTACT: City of Broken Arrow / Brent Stout, Project Engineer
ENGINEER / CONTACT: Kimley-Horn / Jeremy Stahle, P.E.

CALENDAR DAYS: 150

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	TOTAL COST
1	201(A)1200	CLEARING AND GRUBBING	LSUM	1	$ 8,000.00	$ 8,000.00
2	202(A)2200	UNCLASSIFIED EXCAVATION	CY	979	$ 30.00	$ 29,370.00
3	202(D)2500	UNCLASSIFIED BORROW	CY	100	$ 35.00	$ 3,500.00
4	220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	$ 8,000.00	$ 8,000.00
5	221(B)2300	TEMPORARY SILT FENCE	LF	1400	$ 4.00	$ 5,600.00
6	221(C)2400	TEMPORARY SEDIMENT FILTER	EA	4	$ 500.00	$ 2,000.00
7	221(G)2800	TEMPORARY FIBER LOG	LF	75	$ 15.00	$ 1,125.00
8	230(A)7200	SOLID SLAB SODDING	SY	3100	$ 5.00	$ 15,500.00
9	303(A)1200	AGGREGATE BASE TYPE A	CY	489	$ 65.00	$ 31,785.00
10	310(B)5300	SUBGRADE METHOD B	SY	2927	$ 5.00	$ 14,635.00
11	325 0100	SEPARATOR FABRIC	SY	5349	$ 2.50	$ 13,372.50
12	409(A)9200	FABRIC REINFORCEMENT (TENSAR GP25)	SY	3617	$ 4.50	$ 16,276.50
13	411(B)1330	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	348	$ 125.00	$ 43,500.00
14	411(C)1430	SUPERPAVE, TYPE S4 (PG 64-22 OK) INSOLUBLE	TON	502	$ 135.00	$ 67,770.00
15	411(H)1900	SUPERPAVE, TYPE S3 (PATCH)(PG 64-22 OK)	TON	299	$ 185.00	$ 55,315.00
16	412 3100	COLD MILL PAVEMENT	SY	3617	$ 4.00	$ 14,468.00
17	509(B)0300	CLASS A CONCRETE	CY	38	$ 550.00	$ 20,900.00
18	511(A)2200	REINFORCING STEEL	LB	1214	$ 2.50	$ 3,035.00
19	609(B)4310	COMBINED CURB & GUTTER(6" BARRIER)	LF	2500	$ 40.00	$ 100,000.00
20	610(A)5200	4" CONCRETE SIDEWALK	SY	834	$ 65.00	$ 54,210.00
21	610(B)5300	6" CONCRETE DRIVEWAY (H.E.S.)	SY	538	$ 80.00	$ 43,040.00
22	610(I)6000	TACTILE WARNING DEVICE-NEW	SF	40	$ 35.00	$ 1,400.00
23	611(A)7515	MANHOLE (5' DIA.)	EA	1	$ 5,500.00	$ 5,500.00
24	613(EE)5969	18" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	324	$ 70.00	$ 22,680.00
25	613(EE)5973	24" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	284	$ 95.00	$ 26,980.00
26	613(EE)5977	30" CORRUGATED POLYPROPYLENE PIPE, COMPLETE IN PLACE	LF	400	$ 135.00	$ 54,000.00
27	619(A)6200	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	$ 10,000.00	$ 10,000.00
28	619(B)6380	REMOVAL OF CONCRETE DRIVEWAY	SY	399	$ 15.00	$ 5,985.00
29	619(B)6384	REMOVAL OF ASPHALT DRIVEWAY	SY	324	$ 15.00	$ 4,860.00
30	619(B)6404	REMOVAL OF SIDEWALK	SY	28	$ 15.00	$ 420.00
31	619(B)6364	REMOVAL OF ASPHALT PAVEMENT	SY	937	$ 20.00	$ 18,740.00
32	629(D)7500	REMOVE AND RESET MAILBOX	EA	11	$ 300.00	$ 3,300.00
33	629(E)7600	REMOVE AND RECONSTRUCT MAILBOX	EA	1	$ 1,000.00	$ 1,000.00
34	641 2110	MOBILIZATION	LSUM	1	$ 32,500.00	$ 32,500.00
35	642(B)3300	CONSTRUCTION STAKING LEVEL II	LSUM	1	$ 8,000.00	$ 8,000.00
36	856(A)8203	TRAFFIC STRIPE(PLURAL-COMPONENT)(4" WIDE)	LF	3100	$ 2.00	$ 6,200.00
37	856(A)8219	TRAFFIC STRIPE(PLURAL-COMPONENT)(24" WIDE)	LF	13	$ 12.00	$ 156.00
38	880(J)7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 15,000.00	$ 15,000.00
39	COBA ST27	4'X3' CITY OF BROKEN ARROW RECESSED INLET WITH MANHOLE	EA	4	$ 8,500.00	$ 34,000.00

TOTAL BASE BID $802,123.00

Preliminary Contingency (10%) =	$80,212.30
2026 Estimated Construction Cost =	**$882,335.30**
CDBG Funds / Budget =	$441,085.38
COBA Funds / Cost Over Budget =	$441,249.92

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2026 TULSA COUNTY URBAN COUNTY

RESOLUTION #1738

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized the Secretary of Housing and Urban Development, as a representative of the United States of America, to grant to Tulsa County funds and administrative responsibility for the Tulsa County CDBG Urban County program; and

WHEREAS, a Cooperation Agreement between Tulsa County and the City has been executed for the purpose of participation in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2023-2026; and,

NOW THEREFORE, BE IT RESOLVED by the Broken Arrow City Council that the City of Broken Arrow desires to obtain assistance in addressing community development needs and hereby requests the Tulsa County CDBG Urban County program to provide assistance.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Broken Arrow City Council/Commission that the City of Broken Arrow affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, Tulsa County and all empowered agencies thereof.

ADOPTED this 7 day of April, 2026, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Debra Wimpee, Mayor
(Type) Name and Title of Chief Elected Official

_____
Signature of Chief Elected Official

(SE AL)

Attest:

Subscribed and sworn to before me----------, 2026.

_____
Clerk Signature

Approved as to Form:

D. Graham Parker
Assistant City Attorney

Signature: David Parker
David Parker (Apr 2, 2026 15:05:57 CDT)

Email: dparker@brokenarrowok.gov

Complete_with_Docusign_CDBG_Resolution_03302 (1)

Final Audit Report 2026-04-02

Created:	2026-03-31
By:	Mollie McBride Rogers (MMcbriderogers@brokenarrowok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArAHqJ56FcGWjcWVU-wIcmJLic7ZW26Zk

"Complete_with_Docusign_CDBG_Resolution_03302 (1)" History

Document created by Mollie McBride Rogers (MMcbriderogers@brokenarrowok.gov)
2026-03-31 - 6:44:30 PM GMT

Document emailed to David Parker (dparker@brokenarrowok.gov) for signature
2026-03-31 - 6:44:33 PM GMT

Email viewed by David Parker (dparker@brokenarrowok.gov)
2026-04-02 - 8:04:34 PM GMT

Document e-signed by David Parker (dparker@brokenarrowok.gov)
Signature Date: 2026-04-02 - 8:05:57 PM GMT - Time Source: server

Agreement completed.
2026-04-02 - 8:05:57 PM GMT

City of Broken Arrow

Request for Action

File #: 26-527, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of and authorization to execute Resolution No. 1741, a Resolution of the City Council of the City of Broken Arrow accepting and approving the re-codification of the Broken Arrow Code of Ordinances; acknowledging the compilation and publication in a printed, permanent form; notifying the public of the publication and re-codification with copies provided to Tulsa and Wagoner County Law Libraries and are located on the City's website, as well as being available for purchase in the office of the City Clerk; and authorizing the City Clerk to take all such actions necessary to effectuate compliance with State Statute

Background:
As required by Oklahoma State Statute 11 O.S. section 109, the City Code of Ordinances must be updated every ten (10) years. On June 17, 2025, the City of Broken Arrow approved a contract with Municipal Code Management for the re-codification of the Code of Ordinances.

On April 10, 2026, the City received the new Broken Arrow Code books. The publication and re-codification are compiled in a permanent volume as required by statute. Copies of the Code have been provided to the Law Libraries at the Tulsa and Wagoner County Courthouses in accordance with applicable law. The Code is also available to the general public on the City's website and upon request for purchase from the City Clerk.

The attached Resolution accepts and approves the re-codification of the Code of Ordinances. It acknowledges the compilation and publication in a printed, permanent form and notifies the public of location in the county law libraries, on the City's website and availability for purchase. Finally, it authorizes the City Clerk to take all such actions as are necessary to effectuate compliance with State Statute.

Cost: $6,500.00

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1741

Recommendation:
Approve and authorize the execution of Resolution No. 1741

RESOLUTION NO. 1741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW ACCEPTING AND APPROVING THE RE-CODIFICATION OF THE BROKEN ARROW CODE OF ORDINANCES; ACKNOWLEDGING THE COMPILATION AND PUBLICATION IN A PRINTED, PERMANENT FORM; NOTIFYING THE PUBLIC OF THE PUBLICATION AND RE-CODIFICATION OF THE CODE OF ORDINANCES AND THEIR AVAILABILITY IN THE TULSA AND WAGONER COUNTY LAW LIBRARIES AND ON THE CITY'S WEBSITE, AS WELL AS FOR PURCHASE IN THE OFFICE OF THE CITY CLERK; AND AUTHORIZING THE CITY CLERK TO TAKE ALL SUCH ACTIONS NECESSARY TO EFFECTUATE COMPLIANCE WITH STATE STATUTE.

WHEREAS, on June 17, 2025, the City of Broken Arrow approved a contract with Municipal Code Management for the re-codification of the Broken Arrow Code; and

WHEREAS, on April 10, 2026, the City received the re-codification and publication of the Broken Arrow Code, which includes the penal ordinances of the City of Broken Arrow; and

WHEREAS, the publication and re-publication are compiled in a permanent volume as required by State Statute; and

WHEREAS, copies of the Code have been provided to the Law Libraries at the Tulsa and Wagoner County Courthouses in accordance with applicable law; and

WHEREAS, upon receipt, the Broken Arrow Code was made available to the general public on the City's website and upon request for a reasonable cost in the Office of the City Clerk, in accordance with applicable law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW THAT the re-codification of the Broken Arrow Code of Ordinances is hereby accepted and approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT acknowledgement is hereby made that the Code of Ordinances is compiled in a printed, permanent form as required by the statutes of the State of Oklahoma; and

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the public is hereby notified of the publication and re-codification of the Code of Ordinances and their availability in the Tulsa and Wagoner County Law Libraries and on the City's website, as well as for purchase in the Office of the City Clerk; and

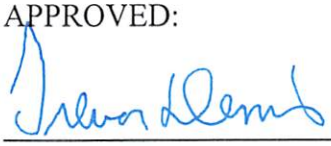
NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized to take all necessary actions with regard to this re-codification in accordance with State Statute.

Mayor

ATTEST:

(SEAL) City Clerk

APPROVED:



City Attorney

City of Broken Arrow

Request for Action

File #: 26-546, **Version:** 1

Broken Arrow City Council
Meeting of: 4-21-2026

Title:
Approval of and authorization to execute Budget Amendment Number 27 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 #27 appropriates a portion of Sales Tax Capital Improvement fund balance to provide additional funding required for the remount/repair of ambulance #2425.

Cost: $150,000

Funding Source: Sales Tax Capital Improvement, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #27 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 27 for Fiscal Year 2026.

Fund 330 - SALES TAX CAPITAL IMPROVEMENT
Budget Amendment #27
Fiscal Year 2026
4/21/2026

Estimated Revenue, Fund Balance or Transfers In

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
330-353050	FUND BALANCE	$ 5,389,460	$ (150,000)	$ 5,239,460
		$ 5,389,460	**$ (150,000)**	**$ 5,239,460**

Appropriations

Account Number	Project	Description	Budget before Amendment	Amount of Amendment	Budget after Amendment
3303502-570020	2635270	REMOUNT/REPAIR OF AMBULANCE #2425	$ 46,029	$ 150,000	$ 196,029
			$ 46,029	**$ 150,000**	**$ 196,029**

Explaination

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 #27 appropriates a portion of Sales Tax Capital Improvement fund balance to provide additional funding required for the remount/repair of ambulance #2425.

Approved by City Council
Tuesday, April 21, 2026

Mayor, Debra Wimpee

Attest by Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-524, **Version:** 1

Broken Arrow City Council
Meeting of: 04/21/2026

Title:

Acknowledgement of the submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, Fire Sales Tax Fund, and Visit Broken Arrow for March 31, 2026

Background:
Attached are the financial statements for the period of March 31, 2026, the net income from the following funds is as follows:

Broken Arrow Municipal Authority is negative because we are waiting for reimbursement from OWRB

March 31, 2026

Fund	Year to Date	Month to Date
General Fund	$ 2,500,597	$(170,565.85)
BAMA	$ 142,294	$(641,094)
Police Sales Tax	$ 1,870,284	$ 45,247
Fire Sales Tax	$ 1,940,707	$ (55,824)
Visit BA	$ 28,487	$ (12,524)

For more information go to Brokenarrowok.opengov.com

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

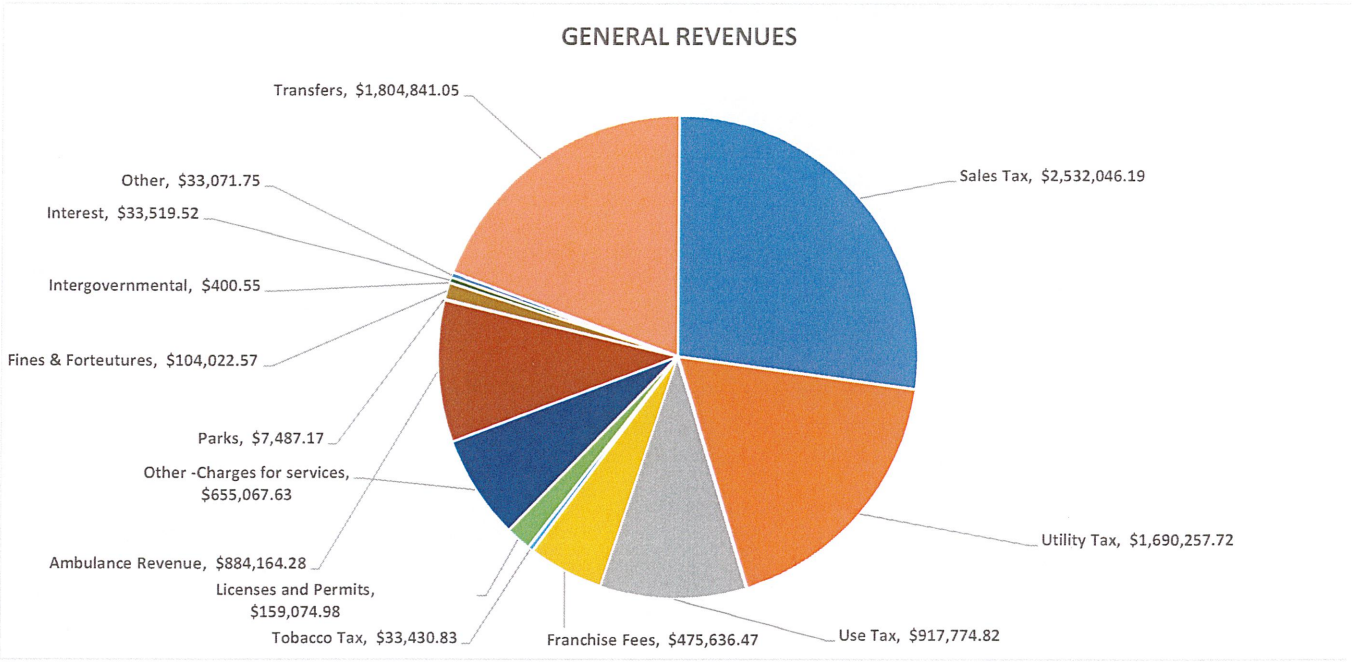
Approved By: City Manager's Office

Attachments: March 31, 2026, Financial Statements

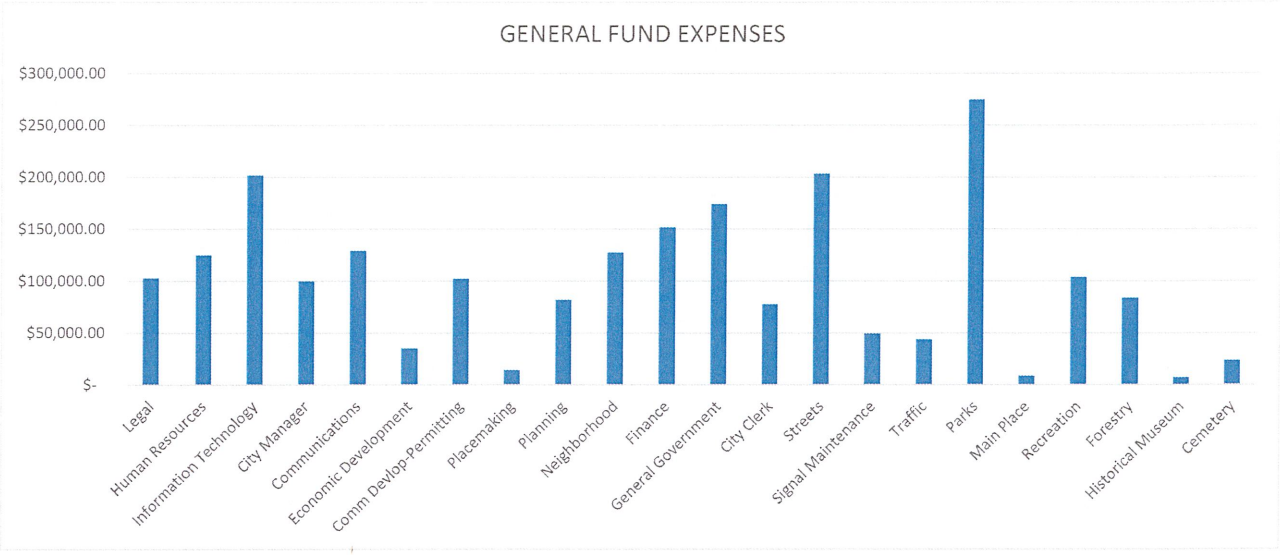
Recommendation:
Acknowledgement of submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, Fire Sales Tax Fund, and Visit Broken Arrow for March 31, 2026.

GENERAL FUND
3/31/2026

BROKEN ARROW
Where opportunity lives



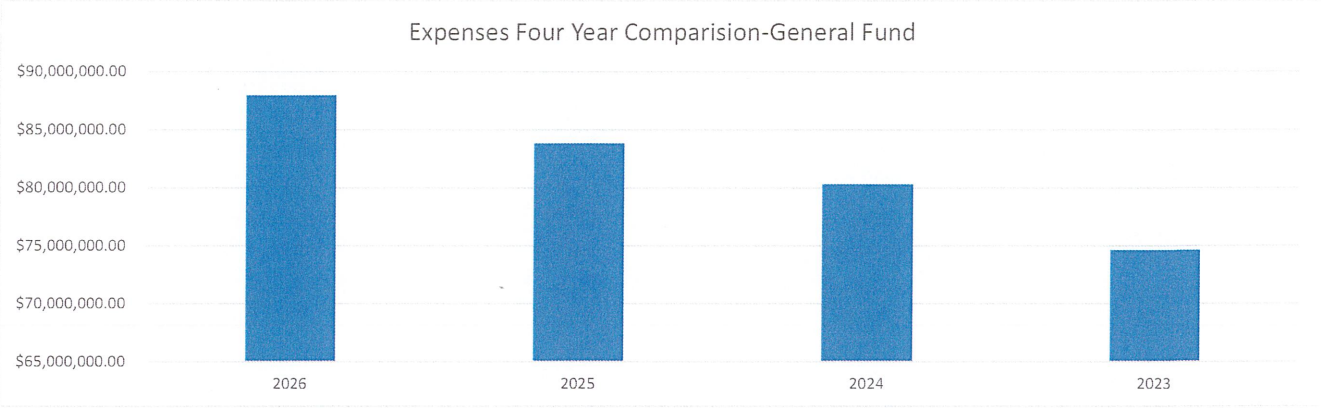
Revenues	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	$ 32,075,198.00	$ 23,904,981.26	$ 2,532,046.19	74.53%
Utility Tax	$ 21,414,985.00	$ 15,960,249.35	$ 1,690,257.72	74.53%
Use Tax	$ 13,768,357.00	$ 11,080,300.66	$ 917,774.82	80.48%
Franchise Fees	$ 5,807,000.00	$ 4,164,123.71	$ 475,636.47	71.71%
Tobacco Tax	$ 450,000.00	$ 334,421.11	$ 33,430.83	74.32%
Licenses and Permits	$ 2,650,000.00	$ 1,659,033.35	$ 159,074.98	62.61%
Other -Charges for services	$ 6,342,039.00	$ 5,335,303.88	$ 655,067.63	84.13%
Ambulance Revenue	$ 11,919,000.00	$ 8,145,377.06	$ 884,164.28	68.34%
Parks	$ 600,000.00	$ 386,350.50	$ 7,487.17	64.39%
Fines & Forteutures	$ 1,703,000.00	$ 1,007,383.22	$ 104,022.57	59.15%
Intergovernmental	$ 525,000.00	$ 239,797.66	$ 400.55	45.68%
Interest	$ 500,000.00	$ 310,859.94	$ 33,519.52	62.17%
Other	$ 887,500.00	$ 963,432.78	$ 33,071.75	108.56%
Transfers	$ 22,889,985.00	$ 16,958,155.00	$ 1,804,841.05	74.09%
Total Current Current Revenues	**$ 121,532,064.00**	**$ 90,449,769.48**	**$ 9,330,795.53**	**74.42%**



Summary of Expenses
3/31/2026

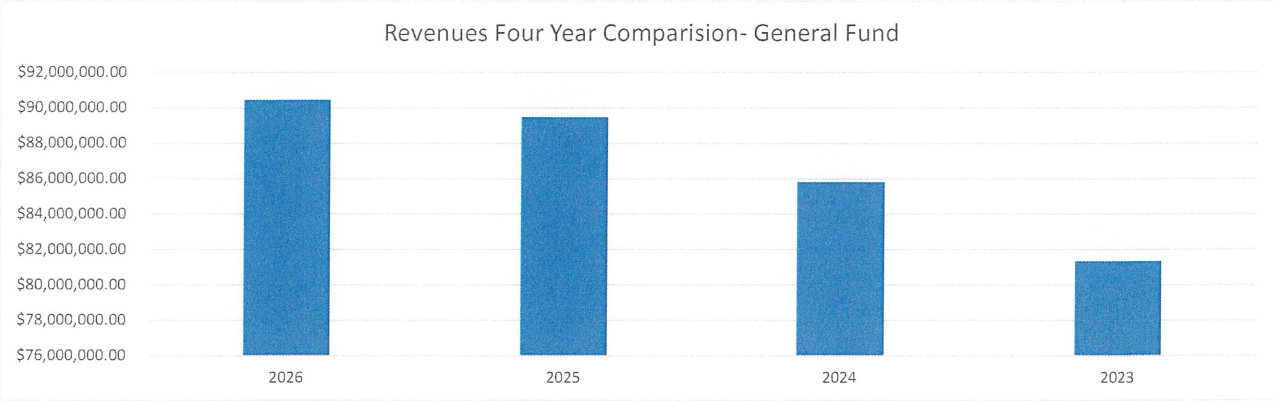
EXPENSES (does not include encumbrances)

	Total Budget	Expended to Date	Current Month	% of Budget
Legal	$ 1,567,948.00	$ 918,662.53	$ 102,694.73	58.59%
Human Resources	$ 2,128,324.00	$ 1,322,398.56	$ 125,001.67	62.13%
Information Technology	$ 3,139,217.00	$ 2,548,510.33	$ 202,014.96	81.18%
City Manager	$ 1,315,040.00	$ 951,770.91	$ 99,943.01	72.38%
Communications	$ 910,236.00	$ 602,228.54	$ 129,271.67	66.16%
Economic Development	$ 616,702.00	$ 324,571.34	$ 35,093.68	52.63%
Comm Devlop-Permitting	$ 1,719,486.00	$ 961,639.11	$ 102,296.87	55.93%
Placemaking	$ 183,421.00	$ 134,139.55	$ 14,021.59	73.13%
Planning	$ 1,038,808.00	$ 662,024.78	$ 81,901.67	63.73%
Neighborhood	$ 1,759,178.00	$ 1,252,935.55	$ 127,307.08	71.22%
Finance	$ 2,254,463.00	$ 1,576,733.74	$ 151,587.52	69.94%
General Government	$ 2,929,134.00	$ 2,001,621.85	$ 174,290.42	68.33%
City Clerk	$ 1,160,279.00	$ 746,694.47	$ 77,384.59	64.35%
Streets	$ 2,663,274.00	$ 2,252,595.84	$ 203,161.78	84.58%
Signal Maintenance	$ 721,844.00	$ 453,697.08	$ 49,301.53	62.85%
Traffic	$ 589,724.00	$ 285,598.20	$ 43,807.64	48.43%
Parks	$ 3,742,868.00	$ 2,567,577.39	$ 274,891.54	68.60%
Main Place	$ 114,450.00	$ 65,221.95	$ 8,827.23	56.99%
Recreation	$ 2,452,898.00	$ 1,414,919.65	$ 103,691.30	57.68%
Forestry	$ 963,268.00	$ 701,287.05	$ 83,601.80	72.80%
Historical Museum	$ 173,800.00	$ 75,053.70	$ 7,113.84	43.18%
Cemetery	$ 334,107.00	$ 233,178.80	$ 23,500.80	69.79%
Transfers	$ 88,499,746.00	$ 65,886,111.38	$ 7,280,654.46	74.45%
	$ 120,978,215.00	**$ 87,939,172.30**	**$ 9,501,361.38**	72.69%
NET INCOME	**$ 553,849.00**	**$ 2,510,597.18**	**$ (170,565.85)**	

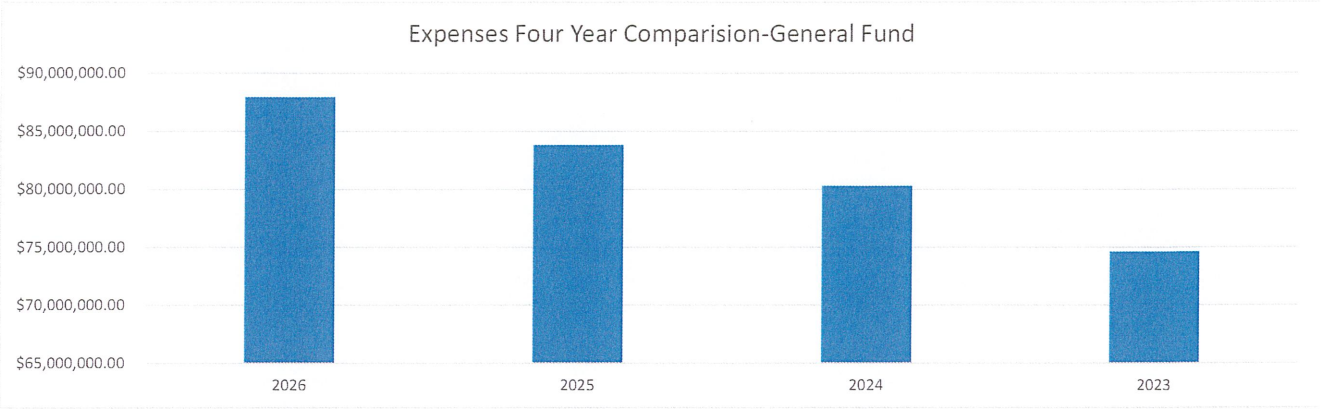


	2026	2025	2024	2023
Legal	$ 918,662.53	$ 450,901.32	$ 922,060.29	$ 932,183.54
Human Resources	$ 1,322,398.56	$ 758,029.25	$ 1,043,337.28	$ 951,494.30
Information Technology	$ 2,548,510.33	$ 1,276,242.51	$ 1,940,754.66	$ 1,730,144.93
City Manager	$ 951,770.91	$ 391,774.15	$ 844,594.90	$ 846,562.25
Communications	$ 602,228.54	$ 193,869.39	$ 439,599.64	$ 386,706.81
Economic Development	$ 324,571.34	$ 343,806.25	$ 306,760.39	$ 295,798.18
Comm Devlop-Permitting	$ 961,639.11	$ 1,064,836.83	$ 984,412.01	$ 1,014,700.87
Placemaking	$ 134,139.55	$ 129,565.26	$ 124,996.22	$ 118,654.73
Planning	$ 662,024.78	$ 692,421.75	$ 612,184.56	$ 648,446.04
Neighborhood	$ 1,252,935.55	$ 1,191,354.09	$ 1,077,362.26	$ 975,516.91
Finance	$ 1,576,733.74	$ 720,063.07	$ 1,222,932.15	$ 1,076,031.57
General Government	$ 2,001,621.85	$ 1,774,525.99	$ 1,718,685.72	$ 1,620,705.13
City Clerk	$ 746,694.47	$ 352,518.88	$ 769,852.69	$ 719,398.24
Streets	$ 2,252,595.84	$ 1,210,280.91	$ 2,075,783.69	$ 1,913,358.97
Signal Maintenance	$ 453,697.08	$ 438,497.87	$ 393,631.92	$ 339,156.51
Traffic	$ 285,598.20	$ -	$ -	$ -
Parks	$ 2,567,577.39	$ 2,392,626.48	$ 2,247,643.29	$ 1,992,156.68
Main Place	$ 65,221.95	$ 54,264.53	$ 64,497.92	$ 51,396.09
Recreation	$ 1,414,919.65	$ 1,373,915.65	$ 1,250,072.67	$ 1,051,919.06
Forestry	$ 701,287.05	$ 547,902.97	$ 532,542.07	$ 450,905.00
Historical Museum	$ 75,053.70	$ 93,497.26	$ 70,391.97	$ 68,977.61
Cemetery	$ 233,178.80	$ 207,289.26	$ 182,727.38	$ 161,626.04
Transfers	$ 65,886,111.38	$ 68,169,649.57	$ 61,448,148.45	$ 57,274,119.00
	$ 87,939,172.30	**$ 83,827,833.24**	**$ 80,272,972.13**	**$ 74,619,958.46**
NET INCOME	**$ 2,510,597.18**	**$ 5,640,886.23**	**$ 5,543,169.69**	**$ 6,707,555.21**

Some FY 25 Salarys were moved
ARPA accounted for in the transfer



General Fund April Comparision Revenues	2026	2025	2024	2023
Sales Tax	$ 23,904,981.26	$ 23,376,820.65	$ 22,592,302.92	$ 22,436,501.18
Utility Tax	$ 15,960,249.35	$ 15,607,750.86	$ 15,079,933.14	$ 14,968,422.06
Use Tax	$ 11,080,300.66	$ 10,173,663.22	$ 10,906,943.32	$ 8,935,180.08
Franchise Fees	$ 4,164,123.71	$ 3,840,799.47	$ 3,998,468.41	$ 4,249,188.78
Tobacco Tax	$ 334,421.11	$ 321,653.69	$ 333,490.65	$ 364,659.37
Licenses and Permits	$ 1,659,033.35	$ 1,656,728.27	$ 1,886,544.05	$ 1,042,282.56
Other -Charges for services	$ 5,335,303.88	$ 4,886,086.10	$ 4,267,579.79	$ 4,088,764.69
Ambulance Revenue	$ 8,145,377.06	$ 9,368,975.26	$ 7,326,272.24	$ 6,795,483.66
Parks	$ 386,350.50	$ 360,818.36	$ 355,734.31	$ 5,902.97
Fines & Forteutures	$ 1,007,383.22	$ 1,198,419.57	$ 1,082,523.44	$ 665,180.70
Intergovernmental	$ 239,797.66	$ 330,366.03	$ 438,033.07	$ 348,591.35
Interest	$ 310,859.94	$ 445,204.43	$ 463,398.56	$ 110,836.66
Other	$ 963,432.78	$ 1,128,682.73	$ 1,003,734.78	$ 1,346,847.55
Transfers	$ 16,958,155.00	$ 16,772,750.83	$ 16,081,183.14	$ 15,969,672.06
Total Current Current Revenues	**$ 90,449,769.48**	**$ 89,468,719.47**	**$ 85,816,141.82**	**$ 81,327,513.67**



	2026	2025	2024	2023
Legal	$ 918,662.53	$ 450,901.32	$ 922,060.29	$ 932,183.54
Human Resources	$ 1,322,398.56	$ 758,029.25	$ 1,043,337.28	$ 951,494.30
Information Technology	$ 2,548,510.33	$ 1,276,242.51	$ 1,940,754.66	$ 1,730,144.93
City Manager	$ 951,770.91	$ 391,774.15	$ 844,594.90	$ 846,562.25
Communications	$ 602,228.54	$ 193,869.39	$ 439,599.64	$ 386,706.81
Economic Development	$ 324,571.34	$ 343,806.25	$ 306,760.39	$ 295,798.18
Comm Devlop-Permitting	$ 961,639.11	$ 1,064,836.83	$ 984,412.01	$ 1,014,700.87
Placemaking	$ 134,139.55	$ 129,565.26	$ 124,996.22	$ 118,654.73
Planning	$ 662,024.78	$ 692,421.75	$ 612,184.56	$ 648,446.04
Neighborhood	$ 1,252,935.55	$ 1,191,354.09	$ 1,077,362.26	$ 975,516.91
Finance	$ 1,576,733.74	$ 720,063.07	$ 1,222,932.15	$ 1,076,031.57
General Government	$ 2,001,621.85	$ 1,774,525.99	$ 1,718,685.72	$ 1,620,705.13
City Clerk	$ 746,694.47	$ 352,518.88	$ 769,852.69	$ 719,398.24
Streets	$ 2,252,595.84	$ 1,210,280.91	$ 2,075,783.69	$ 1,913,358.97
Signal Maintenance	$ 453,697.08	$ 438,497.87	$ 393,631.92	$ 339,156.51
Traffic	$ 285,598.20	$ -	$ -	$ -
Parks	$ 2,567,577.39	$ 2,392,626.48	$ 2,247,643.29	$ 1,992,156.68
Main Place	$ 65,221.95	$ 54,264.53	$ 64,497.92	$ 51,396.09
Recreation	$ 1,414,919.65	$ 1,373,915.65	$ 1,250,072.67	$ 1,051,919.06
Forestry	$ 701,287.05	$ 547,902.97	$ 532,542.07	$ 450,905.00
Historical Museum	$ 75,053.70	$ 93,497.26	$ 70,391.97	$ 68,977.61
Cemetery	$ 233,178.80	$ 207,289.26	$ 182,727.38	$ 161,626.04
Transfers	$ 65,886,111.38	$ 68,169,649.57	$ 61,448,148.45	$ 57,274,119.00
	$ 87,939,172.30	**$ 83,827,833.24**	**$ 80,272,972.13**	**$ 74,619,958.46**
NET INCOME	**$ 2,510,597.18**	**$ 5,640,886.23**	**$ 5,543,169.69**	**$ 6,707,555.21**

Some FY 25 Salarys were moved
ARPA accounted for in the transfer

Broken Arrow Municipal Authority
3/31/2026

BROKEN ARROW
Where opportunity lives

Revenues

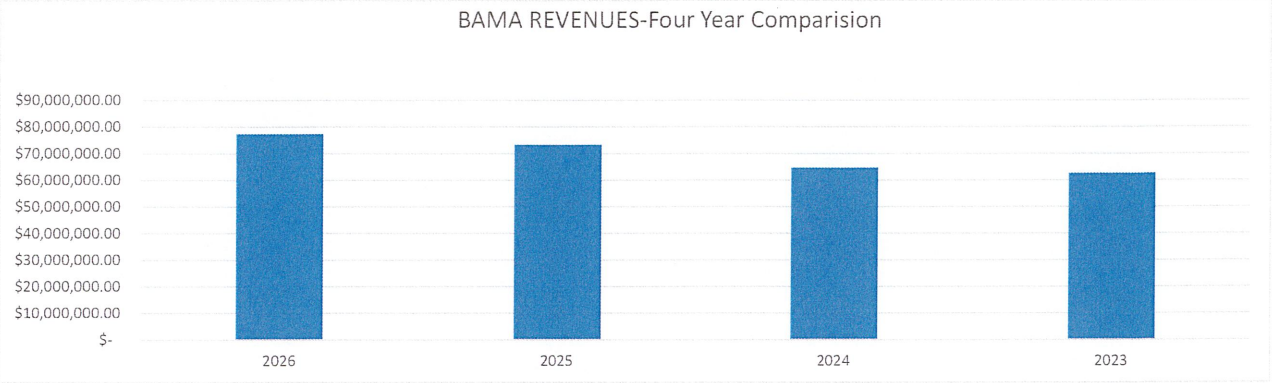
	Total Budget	Collected to Date	Current Month Collection	% of Budget
GRANT	$ -	$ 21,934.00	$ -	
SALE OF MATERIAL	$ 201,495.00	$ 196,545.00	$ -	97.54%
ADMIN FEES	$ 175,000.00	$ 135,875.00	$ 14,670.00	77.64%
RET CHECK	$ 35,000.00	$ 28,970.86	$ 3,330.00	82.77%
INT REVE	$ 30,000.00	$ 59,732.63	$ 2,457.11	199.11%
MISC REVENUE	$ 125,000.00	$ 74,248.97	$ 2,087.50	59.40%
INSURANCE	$ -			
TRANS GF	$ 21,414,985.00	$ 15,960,249.35	$ 1,690,257.72	74.53%
WATER TAPS	$ 750,000.00	$ 786,721.95	$ 80,090.57	104.90%
WATER SALES	$ 33,750,927.00	$ 23,223,235.25	$ 2,628,727.22	68.81%
WATER MISC FEES	$ -			
TURN ON	$ 290,000.00	$ 164,430.00	$ 21,375.00	56.70%
TRANSFER	$ -			0.00%
PENALTIES	$ 1,100,000.00	$ 1,040,501.87	$ 129,070.55	94.59%
SEWER	$ 21,973,256.00	$ 18,165,923.05	$ 2,787,707.10	82.67%
SEWER TAPS	$ 40,000.00	$ 23,746.00	$ 2,160.00	59.37%
PREAPP	$ 2,000.00	$ -	$ -	0.00%
REFUSE	$ 450,000.00	$ 410,089.95	$ 50,332.55	91.13%
SANITATION	$ 11,553,353.00	$ 9,080,665.07	$ 1,324,514.46	78.60%
STORMWATER UTILITY	$ 10,282,972.00	$ 7,894,121.18	$ 1,091,204.21	76.77%
Total Revenues	**$ 102,173,988.00**	**$ 77,266,990.13**	**$ 9,827,983.99**	

EXPENSES

	Total Budget	Expended to Date	Current Month	% of Budget
GIS	$ 855,958.00	$ 619,774.46	$ 57,613.19	72.41%
CITY MANAGER OF OPERATIONS	$ 447,897.00	$ 326,884.11	$ 34,009.28	72.98%
PURCHASING	$ 755,316.00	$ 520,798.73	$ 47,870.44	68.95%
REVENUE FINANCE	$ 2,084,313.00	$ 1,379,189.81	$ 133,480.91	66.17%
GENERAL GOVERNMENT	$ 2,221,450.00	$ 1,152,634.27	$ 100,480.18	51.89%
BAMA OPERATIONS	$ 1,198,771.00	$ 493,951.11	$ 49,342.91	41.20%
BUILDING MAINTENANCE	$ 1,287,009.00	$ 819,435.90	$ 87,787.42	63.67%
FLEET	$ 3,101,811.00	$ 2,079,967.04	$ 245,612.82	67.06%
SOLID WASTE & RECYCLING	$ 11,780,445.00	$ 7,174,804.89	$ 817,525.09	60.90%
CONSTRUCTION	$ 1,333,650.00	$ 932,266.34	$ 96,580.12	69.90%
ENGINEERING	$ 1,356,938.00	$ 524,623.65	$ 88,513.93	38.66%
STORMWATER-ENG	$ 922,526.00	$ 645,538.61	$ 68,486.26	69.98%
ENGINEERING PLANNING	$ -	$ -	$ -	$ -
ENGINEERING-ENVIRNMENTAL	$ 606,253.00	$ 447,492.62	$ 41,127.55	73.81%
ENGINEERING-SPECIAL PROJECTS	$ 469,358.00	$ 418,972.29	$ 49,526.32	89.26%
ENGINEERING-TRANSPORTATION	$ 636,689.00	$ 438,361.69	$ 35,848.86	68.85%
STORMWATER	$ 6,778,965.00	$ 4,719,815.67	$ 416,137.43	69.62%
WATER DISTRIBUTION	$ 24,046,208.00	$ 11,626,751.49	$ 1,415,770.09	48.35%
ADMINISTRATION	$ 723,136.00	$ 436,923.85	$ 46,208.97	60.42%
WATER R & C	$ 14,605,246.00	$ 3,102,275.99	$ 517,685.80	21.24%
WATER RESOURCES	$ 828,847.00	$ 386,692.47	$ 45,498.17	46.65%
WATER PLANT	$ 10,467,427.00	$ 4,313,680.79	$ 366,631.15	41.21%
METER READERS	$ 1,855,770.00	$ 1,200,704.17	$ 221,508.52	64.70%
WASTEWATER TREATMENT	$ 30,899,584.00	$ 4,179,136.10	$ 1,039,429.99	13.52%
SEWER R&C	$ 30,180,764.00	$ 13,909,098.27	$ 2,497,811.68	46.09%
TRANSFERS	$ 24,202,485.00	$ 18,251,904.98	$ 1,948,591.05	75.41%
	$ 173,646,816.00	$ 80,101,679.30	$ 10,469,078.13	

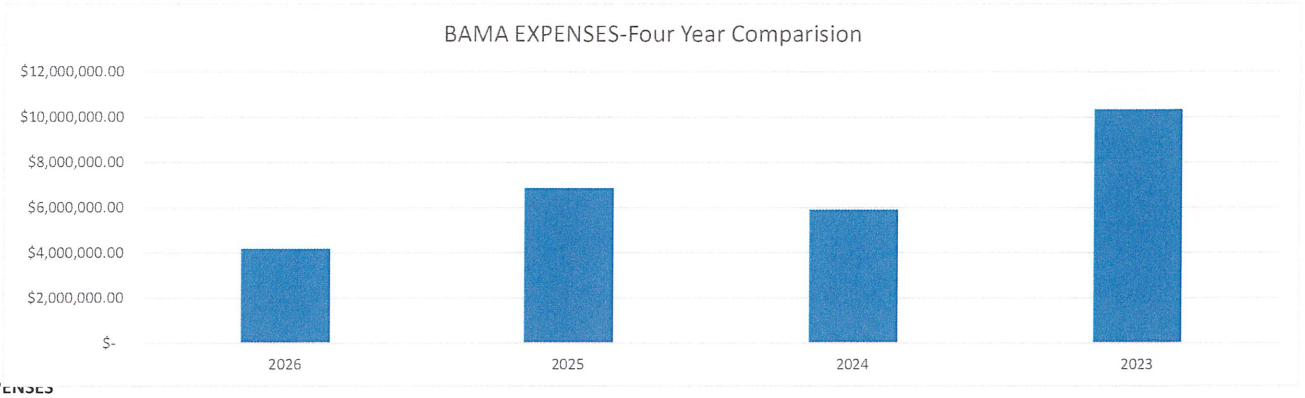
Waiting on OWRB Draws for reimbursements of capital

Total Expensess	**$ 80,101,679.30**	**$ 10,469,078.13**	
OWRB Draws-received	$ 2,976,984.15	$ -	
Net Income	**$ 142,294.98**	**$ (641,094.14)**	



Revenues

	2026	2025	2024	2023
GRANT	$ 21,934.00	$ 152,545.14	$ 81,213.52	$ 23,049.13
SALE OF MATERIAL	$ 196,545.00	$ 30,000.00	$ -	$ -
ADMIN FEES	$ 135,875.00	$ 126,450.00	$ 121,265.00	$ 129,550.00
RET CHECK	$ 28,970.86	$ 31,032.67	$ 22,481.02	$ 15,131.38
INT REVE	$ 59,732.63	$ 84,209.92	$ 13,648.16	$ 0.40
MISC REVENUE	$ 74,248.97	$ 125,016.13	$ 62,366.64	$ 552,972.42
INSURANCE		$ -	$ 45,316.11	$ 750.00
TRANS GF	$ 15,960,249.35	$ 15,607,750.86	$ 15,079,933.14	$ 14,968,422.06
WATER TAPS	$ 786,721.95	$ 448,937.87	$ 663,245.79	$ 429,928.00
WATER SALES	$ 23,223,235.25	$ 24,454,444.57	$ 21,332,331.00	$ 21,433,174.43
WATER MISC FEES		$ 19,665.12	$ 28,084.55	$ 617.67
TURN ON	$ 164,430.00	$ 203,999.45	$ 233,790.00	$ 2,466.58
TRANSFER		$ -	$ -	
PENALTIES	$ 1,040,501.87	$ 774,554.52	$ 767,044.66	$ 650,257.06
SEWER	$ 18,165,923.05	$ 15,325,515.56	$ 12,981,528.45	$ 12,471,665.79
SEWER TAPS	$ 23,746.00	$ 29,234.00	$ 25,272.00	$ 12,972.00
PREAPP	$ -	$ 1,200.00	$ 2,000.00	$ 800.00
REFUSE	$ 410,089.95	$ 425,023.62	$ 177,501.65	$ 85,397.30
SANITATION	$ 9,080,665.07	$ 8,022,333.60	$ 6,393,363.24	$ 5,617,480.15
STORMWATER UTILITY	$ 7,894,121.18	$ 7,352,505.23	$ 6,542,584.87	$ 6,104,052.50
Total Revenues	**$ 77,266,990.13**	**$ 73,214,418.26**	**$ 64,572,969.80**	**$ 62,498,686.87**



EXPENSES

	2026	2025	2024	2023
GIS	$ 619,774.46	$ 633,651.52	$ 612,697.77	$ 422,338.13
CITY MANAGER OF OPERATIONS	$ 326,884.11	$ 321,328.91	$ 304,468.45	$ 276,069.55
PURCHASING	$ 520,798.73	$ 554,787.57	$ 399,058.53	$ 387,952.86
REVENUE FINANCE	$ 1,379,189.81	$ 1,255,010.52	$ 1,253,196.53	$ 1,112,198.96
GENERAL GOVERNMENT	$ 1,152,634.27	$ 1,454,183.98	$ 1,151,831.72	$ 868,023.64
BAMA OPERATIONS	$ 493,951.11	$ 677,378.63	$ 583,616.75	$ 234,869.41
BUILDING MAINTENANCE	$ 819,435.90	$ 889,902.18	$ 834,211.02	$ 638,657.48
FLEET	$ 2,079,967.04	$ 2,104,720.99	$ 1,816,806.68	$ 1,415,034.76
SOLID WASTE & RECYCLING	$ 7,174,804.89	$ 10,157,887.23	$ 6,491,794.50	$ 5,274,986.80
CONSTRUCTION	$ 932,266.34	$ 936,850.80	$ 841,656.92	$ 785,541.65
ENGINEERING	$ 524,623.65	$ 1,627,546.40	$ 1,455,942.70	$ 1,412,259.88
STORMWATER-ENG	$ 645,538.61	$ 518,145.07	$ 517,205.74	$ 497,058.02
ENGINEERING PLANNING	$ -	$ -	$ -	$ -
ENGINEERING-ENVIRNMENTAL	$ 447,492.62	$ -	$ -	$ -
ENGINEERING-SPECIAL PROJECTS	$ 418,972.29	$ -	$ -	$ -
ENGINEERING-TRANSPORTATION	$ 438,361.69	$ -	$ -	$ -
STORMWATER	$ 4,719,815.67	$ 4,193,465.39	$ 3,169,270.85	$ 2,950,930.91
WATER DISTRIBUTION	$ 11,626,751.49	$ 8,661,409.12	$ 6,001,109.20	$ 4,750,948.35
ADMINISTRATION	$ 436,923.85	$ 428,655.89	$ 266,899.18	$ 341,561.35
WATER R & C	$ 3,102,275.99	$ 1,704,143.72	$ 1,625,722.66	$ 1,251,701.17
WATER RESOURCES	$ 386,692.47	$ 295,985.37	$ 242,813.05	$ 227,566.14
WATER PLANT	$ 4,313,680.79	$ 3,653,786.72	$ 3,448,098.58	$ 3,458,731.39
METER READERS	$ 1,200,704.17	$ 1,094,325.36	$ 1,223,720.42	$ 861,271.99
WASTEWATER TREATMENT	$ 4,179,136.10	$ 6,857,164.37	$ 5,891,222.82	$ 10,335,647.73
SEWER R&C	$ 13,909,098.27	$ 8,674,652.66	$ 3,678,331.46	$ 3,750,238.93
TRANSFERS	$ 18,251,904.98	$ 16,891,084.14	$ 15,529,933.14	$ 15,368,422.06
	$ 80,101,679.30	$ 73,586,066.54	$ 57,339,608.67	$ 56,622,011.16

BAMA EXPENSES VARIES BASED ON PROJECTS AND CAPITAL

POLICE SALES TAX FUND
3/31/2026

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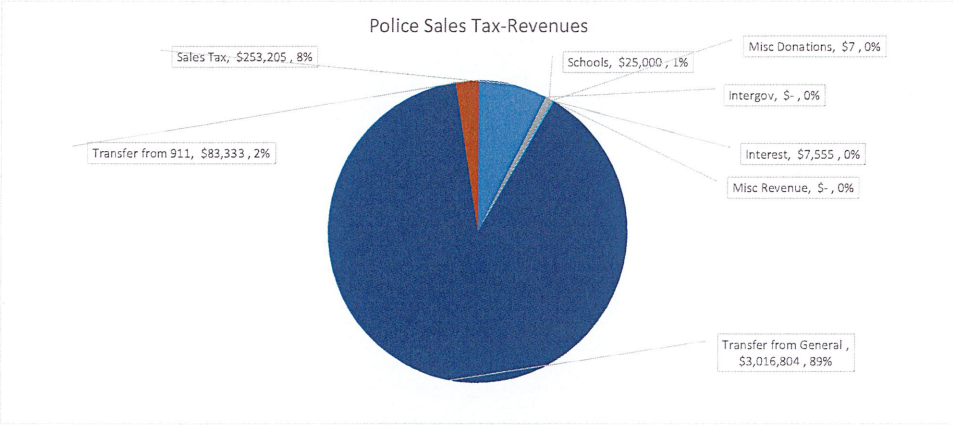
	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	$ 3,204,936	$ 2,390,498	$ 253,205	74.59%
Intergov	$ 100,000	$ 62,631	$ -	62.63%
Schools		$ 75,000	$ 25,000	
Misc Donations	$ -	$ 1,542	$ 7	0.00%
Interest	$ 400,000	$ 289,914	$ 7,555	72.48%
Misc Revenue	$ 12,500	$ -	$ -	0.00%
Transfer from General	$ 36,201,643	$ 26,940,121	$ 3,016,804	74.42%
Transfer from 911	$ 1,000,000	$ 750,000	$ 83,333	75.00%
Total Revenue	**$ 40,919,079**	**$ 30,509,705**	**$ 3,385,904**	

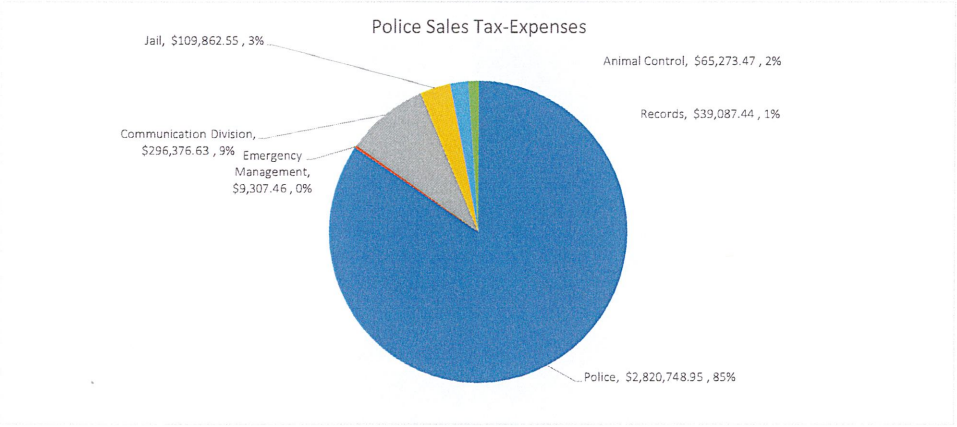
Summary of Expenses
3/31/2026

EXPENSES (does not include encumbrances)

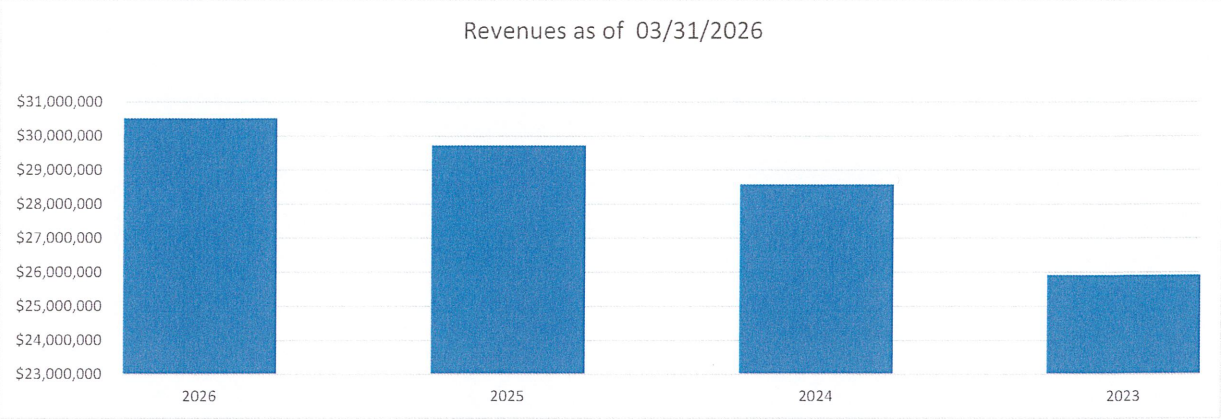
	Total Budget	Expended to Date	Current Month	% of Budget
Police	$ 31,163,063.00	$ 23,556,968.88	$ 2,820,748.95	75.59%
Emergency Management	$ 204,465.00	$ 122,931.37	$ 9,307.46	60.12%
Communication Division	$ 4,207,346.00	$ 2,722,066.58	$ 296,376.63	64.70%
Jail	$ 1,656,119.00	$ 1,054,811.29	$ 109,862.55	63.69%
Animal Control	$ 1,098,376.00	$ 827,103.64	$ 65,273.47	75.30%
Records	$ 468,330.00	$ 355,539.20	$ 39,087.44	75.92%
Total Expenses	**$ 38,797,699.00**	**$ 28,639,420.96**	**$ 3,340,656.50**	
Net Income		**$ 1,870,284.42**	**$ 45,247.33**	

Has $1,011,930.62 in encumbrances



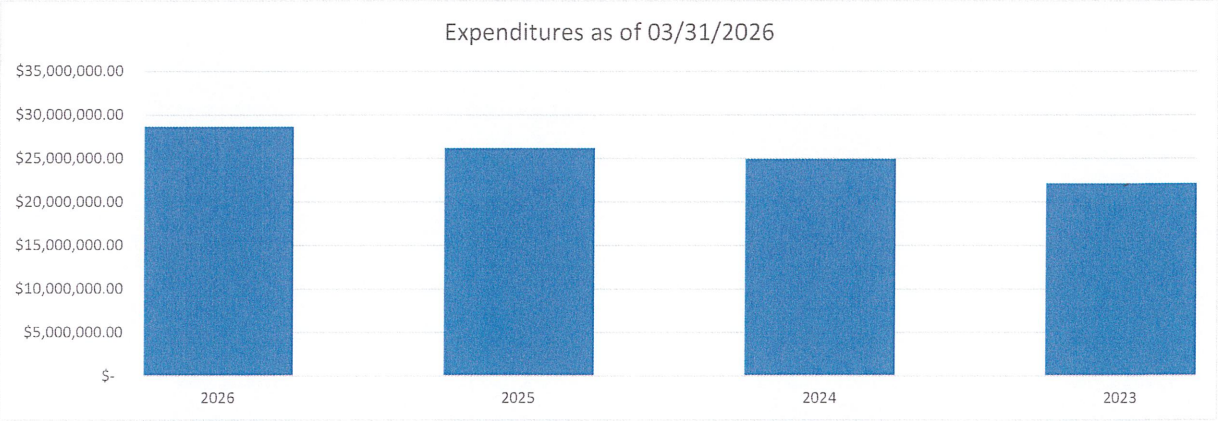


Police
Comparision as of 03/31/2026



	2026	2025	2024	2023
Revenue				
Sales Tax	$ 2,390,498	$ 2,337,682	$ 2,259,230	$ 2,243,650
Intergov	$ 62,631	$ 107,502	$ 35,711	$ -
Schools	$ 75,000	$ -	$ -	$ -
DOJ		$ 14,332		
Misc Donations	$ 1,542	$ 2,253	$ 7,154	$ 6,243
Interest	$ 289,914	$ 690,111	$ 517,422	$ 115,156
Misc Revenue	$ -	$ 16,602	$ -	$ 4,597
Transfer from General	$ 26,940,121	$ 25,802,599	$ 25,002,945	$ 22,790,861
Transfer from 911	$ 750,000	$ 750,000	$ 750,000	$ 750,000
Total Revenue	**$ 30,509,705**	**$ 29,721,079**	**$ 28,572,462**	**$ 25,910,507**

Summary of Expenses
12/31/2025



	2026	2025	2024	2023
EXPENSES				
Police	$ 23,556,968.88	$ 21,655,943	$ 20,784,205	$ 18,393,723
Emergency Management	$ 122,931.37	$ -	$ -	$ -
Communication Division	$ 2,722,066.58	$ 2,442,842	$ 2,159,823	$ 1,949,683
Jail	$ 1,054,811.29	$ 1,071,190	$ 1,086,083	$ 947,542
Animal Control	$ 827,103.64	$ 652,043	$ 598,450	$ 561,399
Records	$ 355,539.20	$ 319,292	$ 264,508	$ 232,607
Total Expenses	**$ 28,639,420.96**	**$ 26,141,309**	**$ 24,893,069**	**$ 22,084,954**

FIRE SALES TAX
3/31/2026

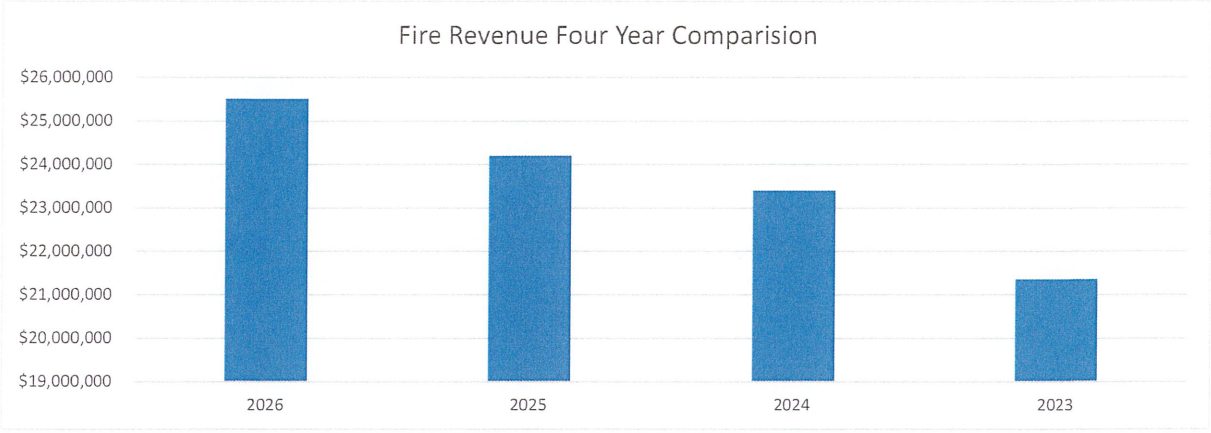
BROKEN ARROW
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	Total Budget	Collected to Date	Current Month Collection	% of Budget
Sales Tax	$ 3,204,936	$ 2,390,498	$ 253,205	74.59%
Intergov	$ 924,552	$ 1,075	$ -	0.00%
Misc Donations	$ 3,000	$ 5,800	$ -	0.00%
Homeland		$ 442,799	$ -	
Interest	$ 75,000	$ 126,011	$ 6,612	168.01%
Misc Revenue	$ 5,000	$ 6,785	$ -	135.69%
Transfer from General	$ 30,283,118	$ 22,535,741	$ 2,523,593	74.42%
Total Revenue	$ 34,495,606	$ 25,508,709	$ 2,783,410	

EXPENSES (does not include encumbrances)

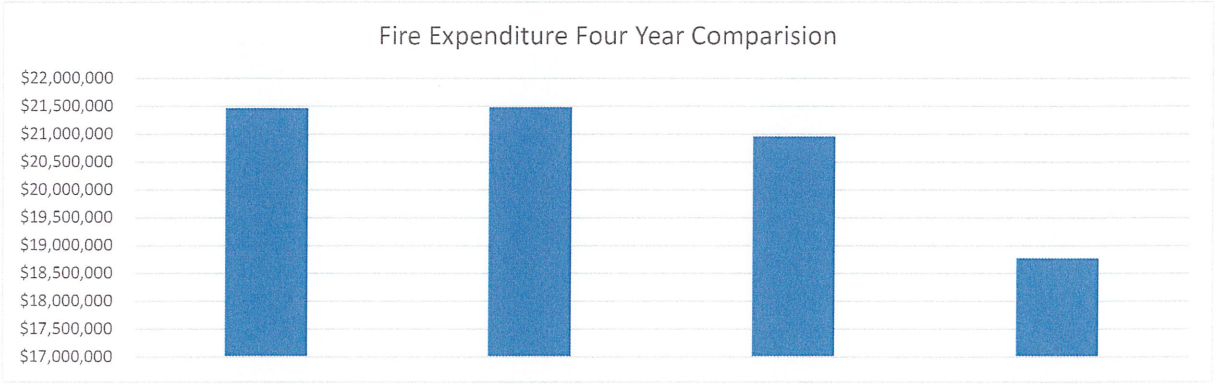
	Total Budget	Expended to Date	Current Month	% of Budget
Fire Division	$ 18,387,134	$ 13,372,270	$ 1,610,904	72.73%
Emerency Medical	$ 11,931,368	$ 8,489,804	$ 1,024,183	71.16%
Training	$ 854,231	$ 560,723	$ 64,975	65.64%
Fire Prevention	$ 1,385,269	$ 1,145,204	$ 139,171	82.67%
	$ 32,558,002	$ 23,568,002	$ 2,839,233	
Net Income		**$ 1,940,707**	**$ (55,824)**	

Has $205,736.63 in encumbrances



FIRE REVENUE COMPARISION 3/31/2026	2026	2025	2024	2023
Sales Tax	$ 2,390,498	$ 2,337,682	$ 2,259,230	$ 2,243,650
Intergov	$ 1,075	$ 15,671	$ 32,604	$ 4,580
Misc Donations	$ 5,800	$ 11,225	$ 5,325	$ 1,500
Homeland	$ 442,799	$ -	$ -	$ -
Interest	$ 126,011	$ 233,401	$ 177,956	$ 33,456
Misc Revenue	$ 6,785	$ 10,246	$ 5,643	$ 2,089
Transfer from General	$ 22,535,741	$ 21,584,190	$ 20,915,270	$ 19,064,834
Total Revenue	$ 25,508,709	$ 24,192,415	$ 23,396,029	$ 21,350,110

FIRE
EXPENDITURE COMPARISION



3/31/2026

	2026	2025	2024	2023
Fire Division	$ 11,908,319	$ 11,915,264	$ 12,260,546	$ 10,793,528
Emerency Medical	$ 8,085,031	$ 8,090,475	$ 7,371,943	$ 6,812,329
Training	$ 521,816	$ 521,818	$ 531,676	$ 394,826
Fire Prevention	$ 948,919	$ 949,075	$ 794,725	$ 765,695
Total Expenditures	**$ 21,464,086**	**$ 21,476,633**	**$ 20,958,890**	**$ 18,766,378**

Hotel/Motel
3/31/2026

BROKEN ARROW
Where opportunity lives

Revenues

	Total Budget	Collected to Date	Current Month Collection	% of Budget
Selective Taxes	$ 850,000	$ 649,812	$ 62,523	76.45%
Interest	$ 6,500	$ 7,747	$ 1,191	
Total Revenues	**$ 856,500**	**$ 657,559**	**$ 63,714**	
EXPENSES (does not include encumbrances)				
Expenses	$ 708,550	$ 404,072	$ 51,238	57.03%
Transfer	$ 300,000	$ 225,000	$ 25,000	75.00%
Total Expenses		**$ 629,072**	**$ 76,238**	
Net Income		**$ 28,487**	**$ (12,524)**	

Hotel/Motel
3/31/2026

BROKEN ARROW
Where opportunity lives

Revenues
Actuals as 03/31/2026

	2026	2025	2024	2023
Selective Taxes	$ 649,812.08	$ 623,230.39	$ 651,288.09	$465,925.16
Interest	$ 7,747.04	$ 13,510.20	$ 4,173.31	$508.53
Total Revenues	**$ 657,559.12**	**$ 636,740.59**	**$ 655,461.40**	**$ 466,433.69**
EXPENSES (does not include encumbrances)				
Expenses	$ 404,071.92	$ 290,583.17	$ 335,866.36	$148,894.27
Transfer	$ 225,000.00	$ 225,000.00	$ 206,250.00	$137,500.00
Total Expenses	**$ 629,071.92**	**$ 515,583.17**	**$ 542,116.36**	**$ 286,394.27**
Net Income	**$ 28,487.20**	**$ 121,157.42**	**$ 113,345.04**	**$ 180,039.42**

City of Broken Arrow

Request for Action

File #: 26-533, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Approval of and authorization to execute a Professional Consultant Agreement Amendment 3 with Selser Scheafer Architects (aka: Narrate Design) for completion of Geotechnical Report (Project No. 2417170)

Background:
The Broken Arrow City Hall has been a staple for the community for more then 50 years. But as Broken Arrow has grown, they have outgrown the capacity of the current City Hall. Earlier this year the Request for Qualifications was published to have an evaluation of multiple sites and a Schematic Design for a New City Hall. Many firms submitted their qualifications, and four firms were interviewed. Narrate Design was unanimously voted on as the most qualified firm by the selection committee that was comprised of City Staff. In December of 2023 the City of Broken Arrow voted to approve an agreement with Narrate Design to investigate three sites, provide programming and conceptual design for the City Hall.

City staff negotiated Amendment 1 with Narrate Design to develop the conceptual designs from the initial contract into Construction Documents and full design services. The agreement is for $1,359,574.00 for a total project cost of $1,534,074.00

City staff negotiated Amendment 2 with Narrate Design to remove the original $19,500 survey fee and scope in Amendment 1 and then add a revised scope and $17,500 fee to complete ALTA/NSPA with Topographic Survey, $5,700 fee to complete Utility Electronic Locates and up to $1,750 fee for Easement Report for the New City Hall project. The agreement for a total project cost of $5,450.00

City staff negotiated Amendment 3 with Narrate Design to add $11,500 fee to complete Geotechnical report.

Cost: $11,500.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: 260414_AE_Agreement_Amendment_3_2417170_

Recommendation:
Approve of and authorize to execute a Professional Consultant Agreement Amendment 3 with Selser Scheafer

Architects (aka: Narrate Design) for completion of Geotechnical Report. (Project No. 2417170)

AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS
FOR
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT NO. 2417170

THIS **AMENDMENT NO. 3**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSER SCHAEFER ARCHITECTS, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise conceptual survey to Topographic/ALTA survey with additional services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 3 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.
This Amendment requires CONTRACTOR to provide Geotechnical Investigation Report.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	$ 174,500.00
Amendment No. 1 executed September 5, 2025	$ 1,359,574.00
Amendment No. 2, remove survey fee	$ (19,500.00)
Amendment No. 2, lump sum	$ 17,500.00
Amendment No. 2, lump sum	$ 5,700.00
Amendment No. 2, not to exceed	$ 1,750.00
Amendment No. 3, not to exceed	$ 11,500.00
Revised Total Contract Amount	$ 1,570,524.00

.

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 3 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

SELSER SCHAEFER ARCHITECTS

By: _____
Hank Spieker, AIA, Partner

Date: 14 APRIL 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Shane D. Aaron, AIA, President

Date: 14 APRIL 2026

Approved as to form:

D. Graham Parker 4/14/2026
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 14 day of April, 2026, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSER SCHAEFER ARCHITECTS, 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:

June 26, 2026

Notary Public

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Municipal Services Administration Building, located on the Northeast corner of Main and Washington. Services performed to include 12 bores, lab testing, and a full Geotechnical Analysis and Report. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

2.0 SCOPE OF SERVICES

2.1 The scope of services for geotechnical engineering will consist of field exploration, laboratory testing and engineering/project delivery. These services are described in the following sections.

2.2 Field Exploration:

2.2.1 Field exploration will consist of (5) five boring locations of a planned boring depth of 20 feet within proposed building area and (7) seven boring locations of a planned boring depth of 10 feet within proposed pavement areas.

2.2.2 Exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samplings. In addition, groundwater levels within boreholes will be observed and recorded.

2.2.3 Reasonable efforts will be made to reduce damage to the property as a result of the exploration activities. However, in the normal course of services, some disturbance (such as rutting of the ground surface and damage to pavements, or landscaping) could occur.

2.2.4 All boring locations will be backfilled with auger cuttings and/or bentonite pellet borings in accordance with Oklahoma Water Resources Board requirements upon completion. Services do not include repair of the site beyond backfilling boreholes. Excess auger

cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, it is recommended that boreholes be periodically checked and backfilled by the property owner, if necessary.

2.3 Laboratory Testing:

2.3.1 A project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but the following laboratory testing is anticipated to be performed:

2.3.1.1 Moisture content

2.3.1.2 Atterberg limits

2.3.1.3 Grain size analysis

2.3.2 The laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of the field and laboratory programs, description and classification of soil samples in general accordance with the Unified Soil Classification System (USCS) will be provided.

2.4 Engineering and Project Delivery:

2.4.1 The results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

2.4.1.1 Boring logs with field and laboratory data

2.4.1.2 Stratification based on visual soil and rock classification

2.4.1.3 Groundwater levels observed during and after the completion of drilling

2.4.1.4 Site Location Plan and Exploration Plan

2.4.1.5 Subsurface exploration procedures

2.4.1.6 Description of subsurface conditions

2.4.1.7 Earthwork considerations including site preparation, fill materials, and compaction requirements

2.4.1.8 Design and construction considerations for foundations, including allowable bearing pressure and estimated settlement and other design parameters

2.4.1.9 Seismic site class according to the International Building Code (IBC)

2.4.1.10 Opinions of minimum pavement section thicknesses

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 GEOTECHNICAL SURVEY: The CONSULTANT shall submit in-full geotechnical report and analysis in a pdf format via email, data download, or memory stick.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

COMPENSATION AND ADDITIONAL SERVICES

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 Geotechnical Investigation Report: The OWNER shall pay the CONSULTANT a lump sum amount of $11,500 for the completion of the Geotechnical Investigation. This amount includes all labor, material, overhead and profit associated with the Scope of Services

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

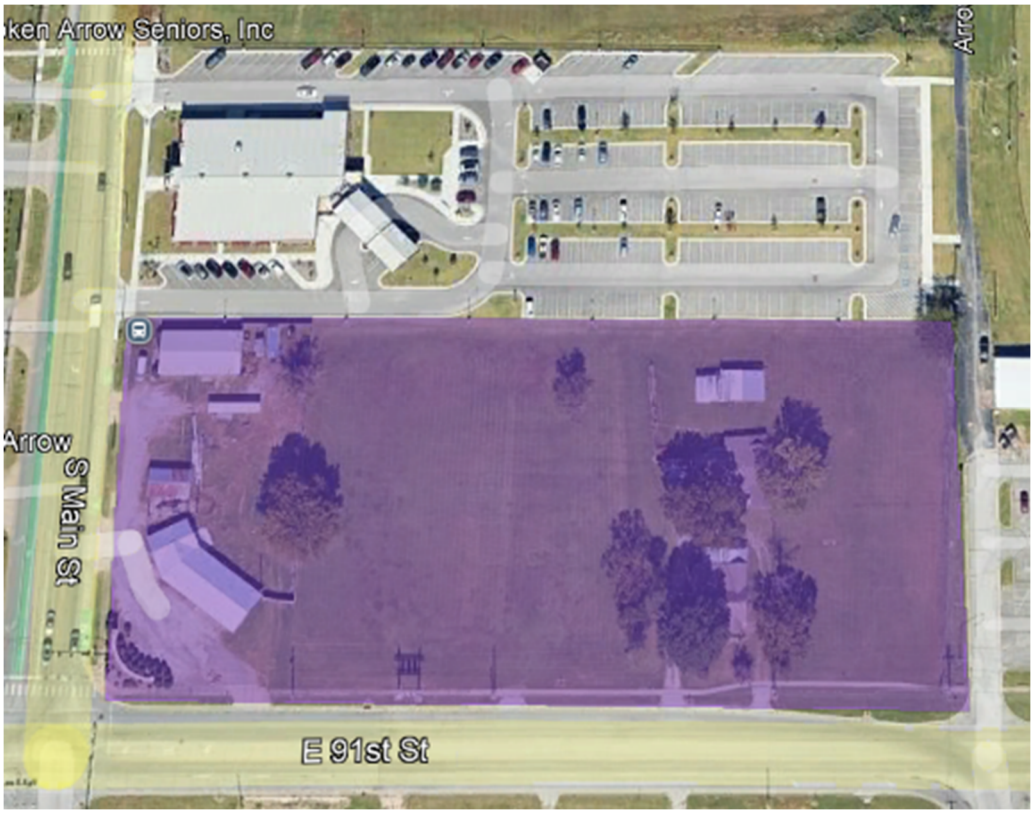
PROJECT SCHEDULE

The projected schedule for completion of our construction documents, excluding additional services, is approximately 6 weeks after notice to proceed, which makes reasonable allowances for timely reviews, coordination and approvals by Owner and Consultant, which may extend the scheduled completion date.

Project Planning	1 Week (after notice to proceed)
Field Work	3 Weeks (after notice to proceed)
Engineering Report	2 Weeks (after completion of Field Work)

APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

Subject Study Area



City of Broken Arrow

Request for Action

File #: 26-500, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

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

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

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

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

- Professional Consultant Services Agreement with GEODECA LLC to provide professional survey services for Phase II of the Broken Arrow Gateway Signs Project (Project 201710).

Cost: $6,800.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: AE Agreement - Gateway Signs Phase II Survey

Recommendation:
No Action Required

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: GEODECA LLC

b. Telephone No.: 918.949.4064

c. Address: 6028 S 66th E Ave, Tulsa, OK 74145

2. PROJECT TITLE AND LOCATION: BROKEN ARROW GATEWAY SIGNS PHASE II

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

4. Compensation: Professional Service Provider shall be compensated with a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign A, a lump sum of Nine Hundred Fifty and No/100 ($950.00) for Sign B, a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign C, and a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign D for the total compensation under this contract is Not to Exceed Six Thousand Eight Hundred and No/100 ($6,800.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

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

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

a. This Contract

b. Attachment A to this Contract
c. Duly Authorized Amendments arising out of this Contract

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

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

Date: 4/10/2026

Attest: Curtis Green
City Clerk [Seal]

Date: 4/10/2026

Professional Service Provider:
GEODECA LLC

By:
Name:

Title: P.L.S. MEMBER

Date: 3/20/24

Attest:
By:
Name:
Title: Managing Member

Date: 3/20/24

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20 day of March 2026, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of GEODECA LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

comm exp: 01-12-2030
#26000332

Notary Public

VICTORIA COLON ESTRADA
NOTARY PUBLIC
COMM. EXP.
01-12-2030
#26000332
IN AND FOR
STATE OF OKLAHOMA
TULSA COUNTY

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Gateway Signs Phase II. Services performed to include a legal description, initial field work and construction staking for Sign A (Tulsa County Acc # 99436-94-36-24110), Sign C (Wagoner County Acc # 730006954), and Sign D (Wagoner County Acc # 730005468). Additionally, services performed to include a legal description, and construction staking for Sign B (Tulsa County Acc # 83655-84-08-33810). Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a legal description and construction staking for all signs, and initial field work for Signs A, C, and D. Sign locations are shown in Appendix 1.

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

[END OF ATTACHMENT A]

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

APPENDIX 1

KEY PLA

EXISTING POND

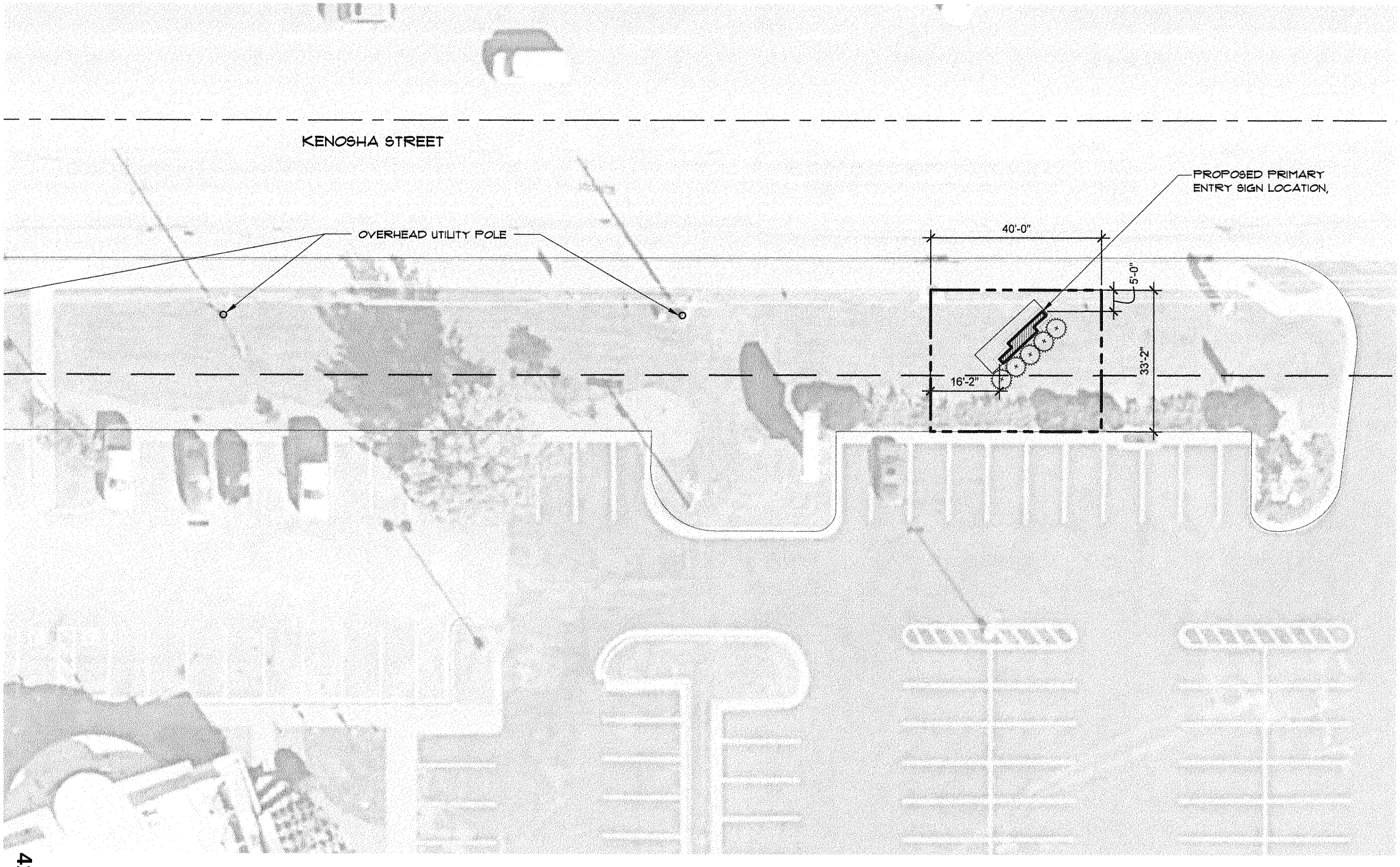
PROPOSED PRIMARY
ENTRY SIGN LOCATION

ALIGN CORNER OF SIGN WITH
SLOPE FOR POND

30'-0"

30'-0"

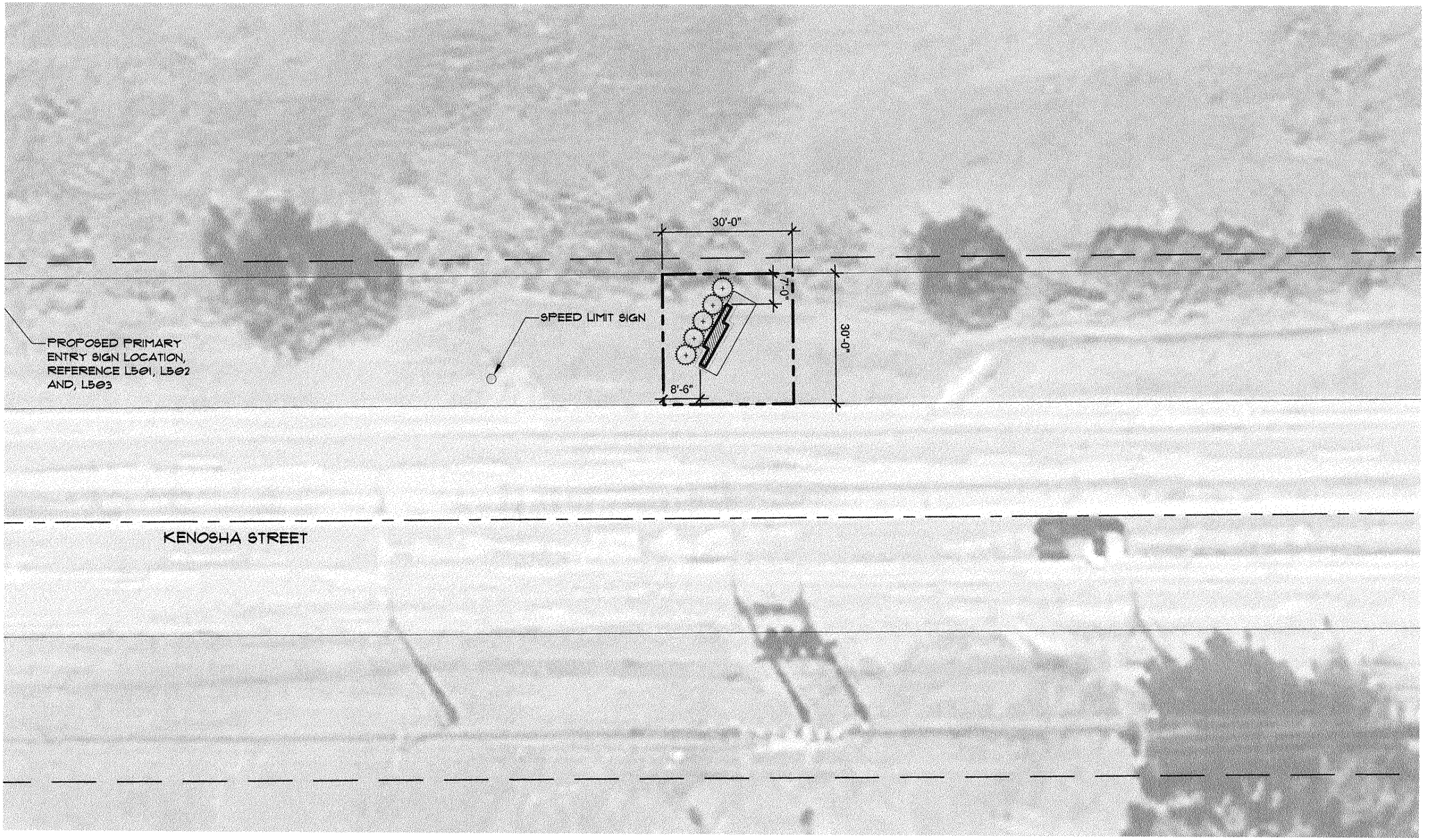
97TH ST

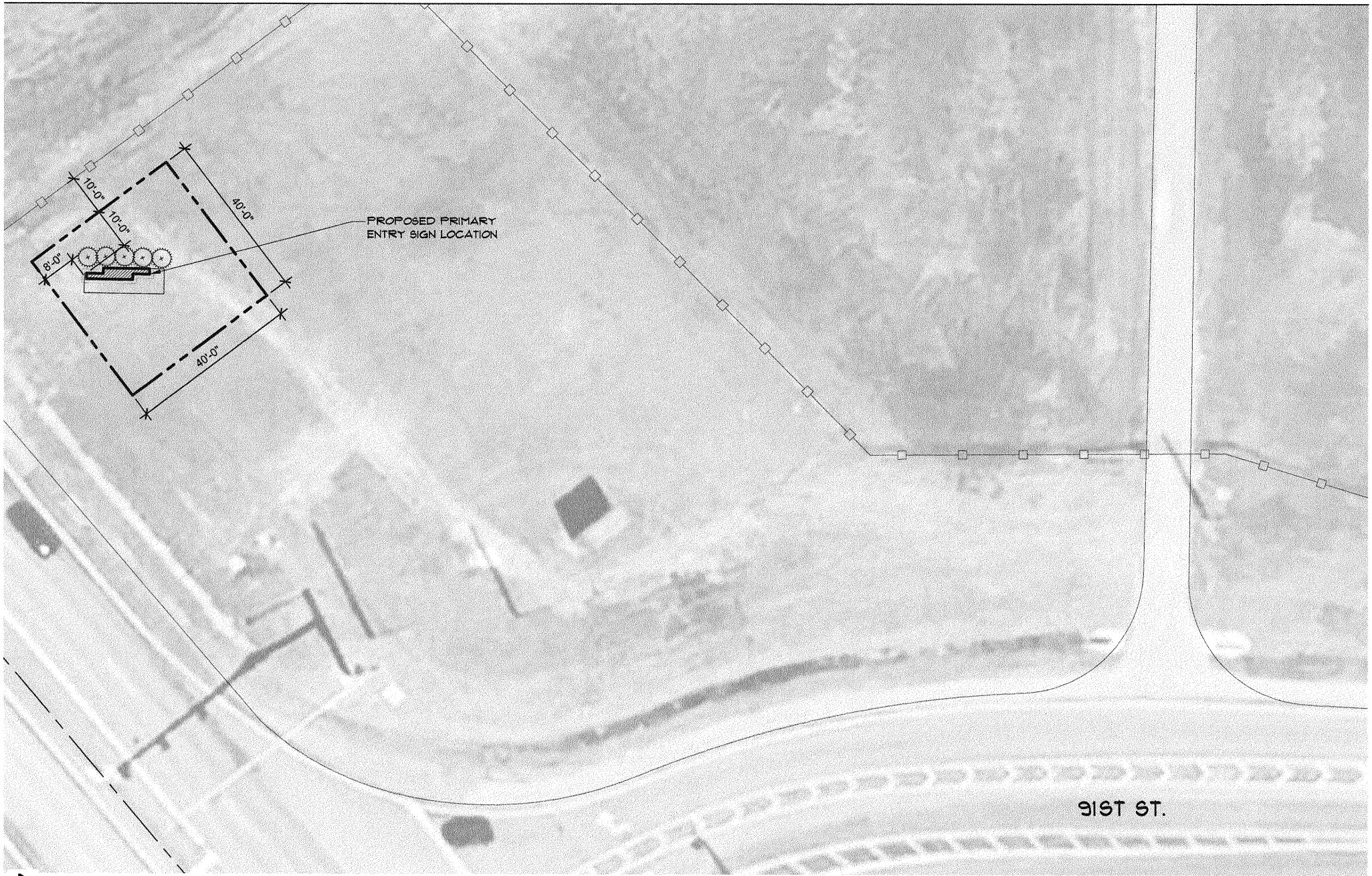

KENOSHA STREET
OVERHEAD UTILITY POLE
PROPOSED PRIMARY
ENTRY SIGN LOCATION,
40'-0"
5'-0"
33'-2"
16'-2"

KEY PLAN



KEY PLA


30'-0"
7'-0"
30'-0"
8'-6"
SPEED LIMIT SIGN
PROPOSED PRIMARY
ENTRY SIGN LOCATION,
REFERENCE L501, L502
AND, L503
KENOSHA STREET


10'-0"
10'-0"
40'-0"
8'-0"
40'-0"
PROPOSED PRIMARY
ENTRY SIGN LOCATION
91ST ST.

City of Broken Arrow

Request for Action

File #: 26-521, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Approval of and authorization to execute Change Order No. 1 with Builder's Unlimited, Inc for the Park Maintenance Building Events Park (2560140)

Background:
The Events Park Parks Maintenance Building project is to build out the interior the Pre Engineered Building that was constructed. This will serve as office space and warehouse space for the Parks Department of the City.

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

- Builders Unlimited Inc is requesting the deductive Change Order for the unused Contingency Allowance.

The total cost for Change Order #1 amounts to $-17,990.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$(17,990.00)
Total Cost of Change Orders:	$(17,990.00)
Original Contract Amount:	$308,294.00
Revised Contract Amount:	$290,304.00
Percent Change in Contract:	-5.84%
Applicable to Comp. Bid Act:	0%

Cost: $0

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Parks Maintenance Building Change Order #1

Recommendation:
Approve and authorize to execute Change Order #1 with Builder's Unlimited, Inc for the Park Maintenance Building Events Park (2560140)

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Engineering and Construction Departmen
485 N. Poplar, Broken Arrow, OK. 7401
Fax: 918-259-8453 - Office: 918-259-7000

410

Contract Change Order # 1

Project Name: Park Maintenance Building Events Park
Project Number: 2560140
PO Number: 22601555
Date of Application: Wednesday, April 8, 2026
Contractor: Builder's Unlimited, Inc.
Submitted By:

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) At the direction of COBA Contract Administrator, BUI is requesting a deductive change order for the unused Contingency Allowance

Change in Contractual Project Time:

1) N/A

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
13		Contingency Allowance	LSUM	$ 20,000.00	-0.8995	$ (17,990.00)
						$ -
						$ -
					Total Change Cost:	$ (17,990.00)

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 308,294.00
Current Change Order:	$ (17,990.00)	Amended Contract Amount:	$ 290,304.00
Total Cost of Change Orders:	$ (17,990.00)	Percent Change in Contract:	-5.84%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ (17,990.00) has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Cassidy Fisher	Cassidy Fisher	4-8-26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/8/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/10/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/11/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number:
City Clerk:

City of Broken Arrow

Request for Action

File #: 26-522, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-26

Title:
Approval of and authorization to execute Change Order No. 1 with Diversified Civil Contractors for the Aspen Ave and Tucson Ave Street Improvements project (ST2031)

Background:
The Aspen Avenue and Tucson Ave Street Improvement project will rehabilitate the intersection of Aspen and Tuscon.

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

- Add project signs

The total cost for Change Order #3 amounts to $4,700.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$4,700.00
Total Cost of Change Orders:	$4,700.00
Original Contract Amount:	$517,535.50
Revised Contract Amount:	$522,235.50

Percent Change in Contract:	0.91%
Applicable to Comp. Bid Act:	0.91%

Cost: $4,700.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: DCC_PCO_1 Project Signs_COBA

Recommendation:
Approval of and authorization to execute Change Order #1 with Diversified Civil

Contractors for the Aspen Ave and Tucson Ave Street Improvements project (ST2031)

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes

Contract Change Order

Project Name: Aspen Ave and Tucson Ave Street Improvements
Project Number: ST2031
PO Number: 2602
Date of Application: Tuesday, March 24, 2026
Contractor: Diversified Civil Contractors
Submitted By: Raymond Carroll

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) Project Signs
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☐ Yes ☐ No ☑ Other: Cost Breakdown Form

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Project Signs	4	$ 1,175.00	4	$ 4,700.00
						$ -
						$ -
					Total Change Cost:	$ 4,700.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 517,535.50
Current Change Order:	$ 4,700.00	Amended Contract Amount:	$ 522,235.50
Total Cost of Change Orders:	$ 4,700.00	Percent Change in Contract:	0.91%
Total Cost Applicable to CBA:	$ 4,700.00	Percent Change Applicable to CBA:	0.91%
			Max 15%

Change Order Authorization

Change Order # 1 in the sum of: $ 4,700.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Raymond Carroll	Raymond Carroll	3/24/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	3/24/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	3/31/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/10/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number:_____ City Clerk:_____

COST BREAKDOWN FOR SUPPORT OF DCC PROPOSED CHANGE ORDER NO 1

RE: Project Signs
Contract #: ST2031 **Date:** 3/12/2026
Project: Aspen and Tucson Intersection Improvements
Contractor:

Cost Breakdown to have the traffic control subcontractor install project signs.

Description of Work:

(1) Subcontractor:

Type	Unit	Cost/Unit	Total Units	Amount
Project Signs	4	$1,000.00	4	$4,000.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	$4,000.00

(5) Fees & Misc Expenses

Items	Units	Cost	Quantity	Amount
			Sub-Total	$0.00
*NOTE: Based off Fuel Price of $5.19/Gal			10% Profit	$0.00
			Total	$0.00

Sub-Contractor Cost (4)		$4,000.00
Mark-up On Sub-Contractor (10%)		$600.00
Contractor Cost (Direct Cost)(Excludes Subcontractor Cost)(1,2,3,5)		$0.00
Contractor Cost (Labor Burden)		$0.00
Contractor Profit (10% of 1,2,3,5)		$0.00
Contractor Subtotal		$4,600.00
Insurance Cost	2.50%	$100.00
Contractor Bond Fee (If Applicable) (2.5%)		$0.00

Total Lump Sum Cost for Work Described	**$4,700.00**

If Not Lump Sum, Cost Per Unit	**Total Cost**	**$4,700.00**
	Quantity	**1**
	Cost per Unit	**$4,700.00**

City of Broken Arrow

Request for Action

File #: 26-354, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-26

Title:

Approval of and authorization to execute Change Order No. 3 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

Background:
The Operations Center Administration building renovation project renovates the streets and stormwater facility to house the administration personnel for Utilities and Streets and Stormwater.

Change Order #3 addresses the following additions/deletions/changes to the contract:

- Change Order #3 is in regards to PR 007: Upper Roof Wall Panel Replacement. The scope of work includes removal of existing wall panels, metal stud infill, sheathing, fluid-applied vapor barrier, hat channel install, roof blocking, new metal panels, sheet metal flashing, and trims.
- Total cost of the Change Order is $76,901.00. However, owner contingency will cover $17,736.37. This brings the Change Order cost to $59,164.53. This also includes 10% markup as well.
- This will add 10 Days in project time

The total cost for Change Order #3 amounts to $59,164.63

The additional cost associated with these changes is as follows:

Previous Change Orders:	$167,220.70
This Change Order(s):	$59,164.63
Total Cost of Change Orders:	$226,385.33
Original Contract Amount:	$2,347,500.00
Revised Contract Amount:	$2,573,885.33
Percent Change in Contract:	9.64%
Applicable to Comp. Bid Act:	9.64%

Cost: $59,164.63

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Change Order 3 Upper Roof Wall Panel Replacement

Recommendation:

Approval of and authorization to execute Change Order #3 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes
Contract Change Order #3

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Wednesday, April 8, 2026
Contractor: Myers-Cherry Construction, LLC
Submitted By: David Myers

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) Change Order #3 is in regards to PR 007: Upper Roof Wall Panel Replacement. The scope of work includes removal of existing wall panels, metal stud infill, sheathing, fluid-applied vapor barrier, hat channel install, roof blocking, new metal panels, sheet metal flashing, and trims.

2) Total cost of the Change Order is $76,901.00. However, owner contingency will cover $17,736.37. This brings the Change Order cost to $59,164.53. This also includes 10% markup as well.

Change in Contractual Project Time:

1) This will add 10 days to contract time.

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Roofing/Siding Commitment, Metal Studs/Drywall	LS	$69,910.00	1	$	69,910.00
2		10% Overhead and Profit	LS	$6,991.00	1	$	6,991.00
3		Owner's Contingency Allowance	LS	($17,736.37)	1	$	(17,736.37)
					Total Change Cost:	$	59,164.63

Summary of Project Costs

Total Previous Change Orders:	$167,220.70	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ 59,164.63	Amended Contract Amount:	$ 2,573,885.33
Total Cost of Change Orders:	$ 226,385.33	Percent Change in Contract:	9.64%
Total Cost Applicable to CBA:	$226,385.33	Percent Change Applicable to CBA:	9.64%

Change Order Authorization

ange Order # 3 in the sum of: $ 59,164.63 has been reviewed by all parties and is recommended for approval by:

ange Order #

	Name	Signature	Date
Contractor Submitting Change Order:	David A Myers	David Myers Digitally signed by David Myers DN: C=US, E=dmyers@myers-cherry.com, O="Myers-Cherry Construction ", CN=David Myers Date: 2026.04.08 11:26:52-05'00'	4/08/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/8/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/10/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/11/2026
City Manager:	Michael Spurgeon		

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

or

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

☐

Council Agenda Number:_____ City Clerk:_____

City of Broken Arrow

Request for Action

File #: 26-523, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of and authorization to execute Change Order No. 1 with Tri-Star Construction, LLC for the Houston Street Improvements - 23rd to Old Highway 51 (ST1926A and WL26040)

Background:
The Houston St Improvements project will be to rehabilitate the water line from 23rd st to Old Highway 51. The project will also widen the road to allow for more traffic.

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

- Added 2 fire hydrant assemblies at directed locations
- Unforseen rock conditions for waterline bore at WL STA 13+84
- 10 days in added time.

The total cost for Change Order #1 amounts to $30,997.82

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$30,997.82
Total Cost of Change Orders:	$30,997.82
Original Contract Amount:	$4,015000.00
Revised Contract Amount:	$4,045,997.82
Percent Change in Contract:	.77%
Applicable to Comp. Bid Act:	0.50%

Cost: $30,997.82

Funding Source: 2018 GO BOND

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

Approved By: City Manager's Office

Attachments: Hoston St 2526CO01

Recommendation:

Approval of and authorization to execute Change Order #1 with Tri-Star Construction, LLC for the Houston Street Improvements - 23rd to Old Highway 51 (ST1926A and WL26040)

BROKEN ARROW
Where opportunity lives

485 N. Poplar, Broken Arrow, OK. 7
Fax: 918-259-8453 - Office: 918-259-

87

Public Contract
Application for
Contractual Changes

Contract Change Order # 1

Project Name: Houston Street Improvements - 23rd Street to Old Highway 51 Project Number: ST1926A and WL26040

PO Number: 22601969 Date of Application: Wednesday, April 8, 2026

Contractor: Tri-Star Construction, LLC Submitted By: SHAWN HINKLE

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) At the direction of COBA Contract Administrator, added two fire hydrant assemblies at directed locations.
2) At the direction of COBA Contract Administrator, $95/LF due to unforseen site conditions for waterline bore at WL STA 13+84.

Change in Contractual Project Time:

1) 10

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Change Order No 1 - See Above	LS	$ 30,997.82	1	$ 30,997.82
						$ -
						$ -
					Total Change Cost:	$ 30,997.82

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 4,015,000.00
Current Change Order:	$ 30,997.82	Amended Contract Amount:	$ 4,045,997.82
Total Cost of Change Orders:	$ 30,997.82	Percent Change in Contract:	0.77%
Total Cost Applicable to CBA:	$ 20,262.82	Percent Change Applicable to CBA:	0.50%

Change Order Authorization

Change Order # 1 in the sum of: $ 30,997.82 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	SHAWN HINKLE		04/07/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/8/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/13/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	kenneth Schwab	4/13/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number:_____ City Clerk:_____

City of Broken Arrow

Request for Action

File #: 26-532, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)

Background:
PT-002731-2026-2025 proposes to replat 12.86 acres, which is platted as Lot 3, 4 & 5, Block 1 of Gatesway Foundation Campus. BAZ-001788-2024 and PUD-001787-2024 were approved by City Council on January 21, 2025, which rezoned the property to RMF (Residential Multi-Family). The property is located one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road).

The owner would like to develop the property as a multi-family workforce development. The development would serve both Gatesway Foundation and the general public.

The Technical Advisory Committee reviewed the Conditional Final Plat on March 31, 2026. While there were no comments from utility stakeholders, City staff had three items for the applicant to address. Engineering noted that additional utility easements may be needed and can be added to the final plat once those exact locations are set. Additionally, Planning noted that the plat covenants need to be updated to include the changes from PUD-001787-2024 and to reflect the project's new name, "The Villages at Rose Hill."

The Planning Commission approved (5-0 vote) the conditional final plat for The Villages at Rose Hill at its April 9, 2026, meeting. No members of the public spoke in favor of or in opposition to the plat.

According to FEMA's National Flood Hazard Layer, no portions of the property are located within the 100-year floodplain. All developments will follow city, FEMA, and US-ACE stormwater regulations.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Report
Conditional Final Plat & Covenants

Recommendation:
Approve PR-000848-2025 | PT-002731-2026, conditional final plat for The Villages at Rose Hill, subject to items mentioned above.

Broken Arrow Planning Commission
04-09-2026

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

..title

Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)

..End

Background:

Applicant:	Danyell Blankenship (Route 66 Engineering)
Owner:	Gatesway Foundation, Inc.
Developer:	Gatesway Foundation, Inc.
Engineer:	Billy Cox (Route 66 Engineering)
Location:	One-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)
Size of Tract	12.86 acres
Number of Lots:	1 lot and 1 reserve area
Present Zoning:	A-1 (Agricultural)
Proposed Zoning:	AG (Agricultural) to RMF (Residential Multi-Family) via PUD-001787-2024 and BAZ-001788-2024
Comp Plan:	Level 3 – Transition Area

PT-002731-2026-2025 proposes to replat 12.86 acres, which is platted as Lot 3, 4 & 5, Block 1 of Gatesway Foundation Campus. BAZ-001788-2024 and PUD-001787-2024 were approved by City Council on January 21, 2025 which rezoned the property to RMF (Residential Multi-Family). The property is located one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road).

The owner would like to develop the property as a multi-family workforce development. The development would serve both Gatesway Foundation and the general public.

The Technical Advisory Committee reviewed the Conditional Final Plat on March 31, 2026. While there were no comments from utility stakeholders, City staff had three items for the applicant to address. Engineering noted that additional utility easements may be needed and can be added to the final plat once those exact locations are set. Additionally, Planning noted that the plat covenants need to be updated to include the changes from PUD-001787-2024 and to reflect the project's new name, “The Villages at Rose Hill.”

According to FEMA's National Flood Hazard Layer, no portions of the property are located within the 100-year floodplain. All developments will follow city, FEMA, and US-ACE stormwater regulations.

Attachments: The Villages at Rose Hill Plat and Covenants

Recommendation:
Staff recommends PR-000848-2025 | PT-002731-2026, conditional final plat for The Villages at Rose Hill, be approved subject to items mentioned above.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JJR

CONDITIONAL FINAL RE-PLAT GATESWAY FOUNDATION CAMPUS

PUD-176A

A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-SEVEN (27), TOWNSHIP NINETEEN (19) NORTH, RANGE FOURTEEN (14) EAST, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER:
GATESWAY FOUNDATION INC.
AN OKLAHOMA NON-PROFIT CORPORATION
1217 E. COLLEGE
BROKEN ARROW, OKLAHOMA 74012
Phone: 918-258-3900

ENGINEER:
ROUTE 66 ENGINEERING
5 S. MAIN ST. SAPULPA, OK 74066
PHONE: 918-852-1458
CONTACT: Billy Cox
Email: bcox@66eng.com

SURVEYOR:
WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION NO.1098
9936 EAST 55TH PLACE
TULSA, OKLAHOMA 74146
PHONE: 918-663-6924

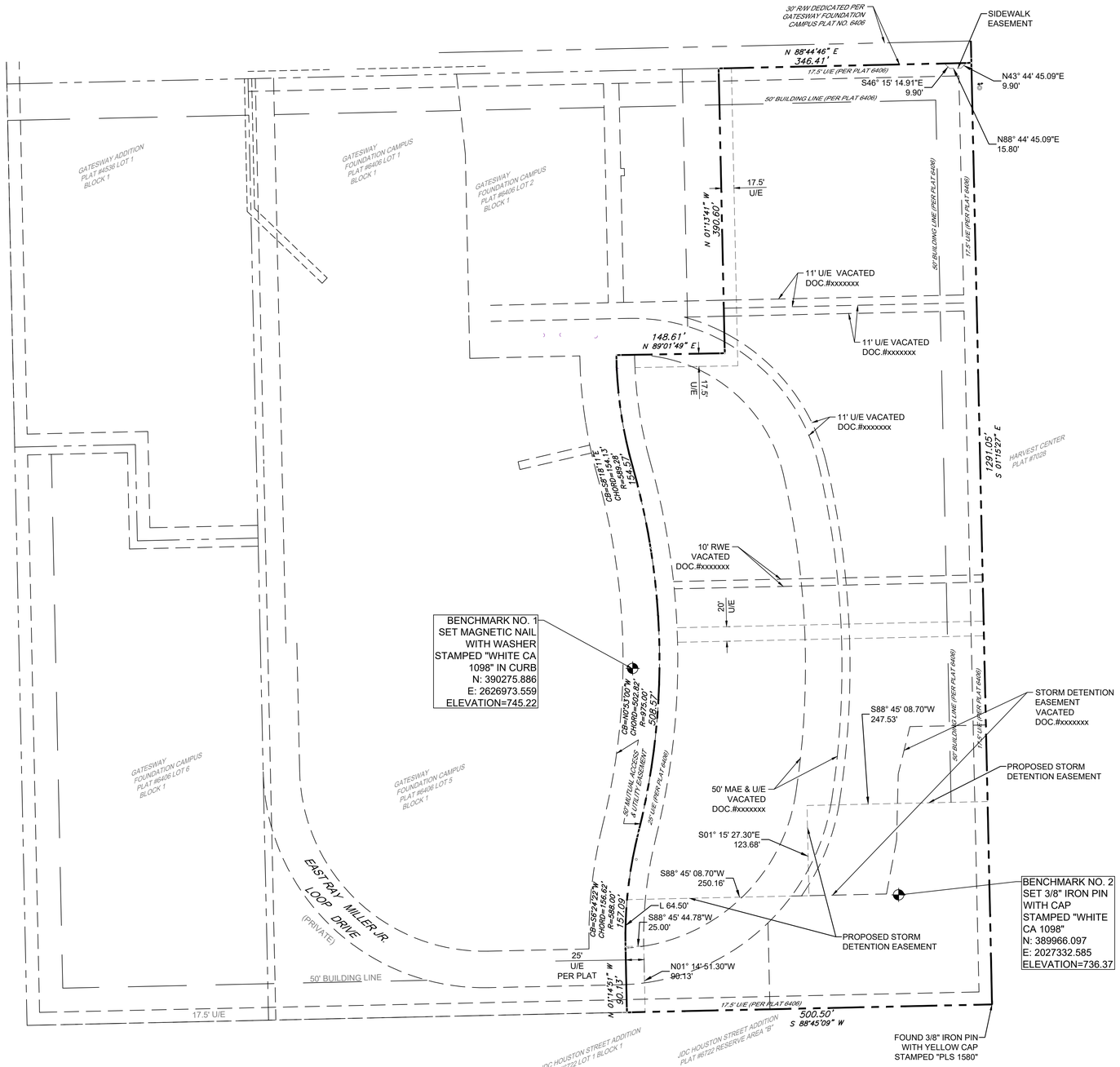
BENCHMARKS

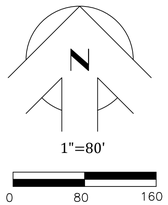
BENCHMARK NO. 1
SET MAGNETIC NAIL WITH WASHER STAMPED "WHITE CA 1098" IN CURB
N: 390275.886
E: 2626973.559
ELEVATION=745.22

BENCHMARK NO. 2
SET 3/8" IRON PIN WITH CAP STAMPED "WHITE CA 1098"
N: 389966.097
E: 2027332.585
ELEVATION=736.37

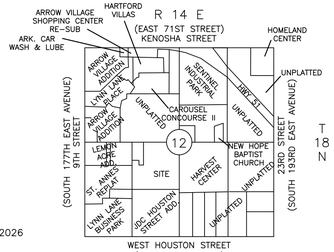
NOTES

1. WATER AND SANITARY SEWER FOR THIS SITE WILL BE SERVED BY THE CITY OF BROKEN ARROW.





DATE OF PREPARATION: MARCH 04, 2026



LOCATION MAP
SCALE 1"=2000'

LEGEND

- BENCHMARK
  SET 3/8" IRON PIN WITH CAP STAMPED "WHITE CA 1098"
- U/E UTILITY EASEMENT
- MAE MUTUAL ACCESS EASEMENT
- RWE RURAL WATER DISTRICT EASEMENT

SUBDIVISION CONTAINS
ONE (1) LOT IN BLOCK ONE (1)
GROSS SUBDIVISION AREA: 12.86 ACRES
(560,277.89 Ft.)

DESCRIPTION

LEGAL DESCRIPTION:
A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.62 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 88°44'46" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 346.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD83 (2011) NORTH ZONE AND THE EAST LINE OF LOT S 4 AND 5, BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING S 01°15'27" E.

VERTICAL DATUM

THE ELEVATIONS SHOWN HEREON ARE NAVD 1988 DATUM ESTABLISHED USING A TRIMBLE R10 ON RTK NETWORK.

FEMA FIRM PANEL INFORMATION

BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT LIES WITHIN ZONE X UNSHADED DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN ON FIRM MAP PANEL NUMBER 40143C0392L WITH AN EFFECTIVE DATE OF 09/16/2012.

WHITE SURVEYING COMPANY
CERTIFICATE OF
AUTHORIZATION NO. CA1098

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR.
L.S.1806
OKLAHOMA

BY: _____ DATE: _____
REGISTERED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1806

WHITE SURVEYING COMPANY
providing land surveying services since 1940
9936 E. 55th Place • Tulsa, OK 74146 • 918.663.6924 • 918.664.8366 fax

BA PR-000848-2025

P01: Include amendments from PUD-001787-2024

DEED OF DEDICATION
RE-PLAT GATESWAY FOUNDATION CAMPUS

KNOW ALL MEN BY THESE PRESENTS:

GATESWAY FOUNDATION, INC., AN OKLAHOMA NON-PROFIT CORPORATION, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND THAT IS ALL OF LOT FOUR (4) AND PART OF LOTS THREE (3) AND FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4); THENCE SOUTH 01°15'27" EAST ALONG THE EAST LINE OF SAID LOTS FOUR (4) AND FIVE (5), FOR 1291.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT FIVE (5); THENCE SOUTH 88°45'09" WEST FOR 500.50 FEET; THENCE NORTH 01°14'51" WEST, FOR 90.13 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 588.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 06°24'22" EAST FOR 156.62 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 157.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 00°53'00" WEST FOR 502.82 FEET; THENCE WITH SAID CURVE TO THE LEFT AN ARC LENGTH OF 508.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 589.28 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 08°18'11" WEST FOR 154.13 FEET; THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 154.57 FEET; THENCE NORTH 89°01'49" EAST FOR 148.61 FEET; THENCE NORTH 01°13'41" WEST FOR 390.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT THREE (3); THENCE NORTH 88°44'46" EAST ALONG THE NORTH LINE OF SAID LOTS THREE (3) AND FOUR (4), FOR 346.41 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND, CONTAINING 560,277.89 FEET OR 12.86 ACRES MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 1 LOT, 1 BLOCK, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "RE-PLAT GATESWAY FOUNDATION CAMPUS', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS.

"THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. ADDITIONALLY, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/ OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES. WITH THE ABOVE SET FORTH USES AND PURPOSES OF AN EASEMENT SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES MAY BE LOCATED ALONG THE PERIMETER BOUNDARIES OF THE SUBDIVISION AS NECESSARY IF LOCATED IN UTILITY EASEMENTS FOR THE PURPOSE OF THE SUPPLY OF UNDERGROUND SERVICE. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE, AND EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, ALL ELECTRIC AND COMMUNICATION SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS, SHOWN ON THE ATTACHED PLAT.

2. ALL SUPPLY LINES IN THE SUBDIVISION INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS RESERVED FOR GENERAL UTILITY SERVICES AND STREETS SHOWN ON THE PLAT OF THE SUBDIVISION. SERVICE PEDESTALS AND TRANSFORMERS, "AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE SAID UTILITY EASEMENTS.

3. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED ON ALL LOTS IN 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 EACH SAID LOT, PROVIDED THAT UPON THE INSTALLATION OF SUCH A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL, TRANSFORMER OR GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE OR A POINT OF METERING.

4. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OF THE SUBDIVISION OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES SO INSTALLED BY IT. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION ALSO RESERVE THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

5. THE OWNER OF EACH LOT IN THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. THE SUPPLIER OF SERVICE WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF EACH LOT IN THE SUBDIVISION WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS. THE FOREGOING COVENANTS CONCERNING UNDERGROUND FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION, OR GAS SERVICES.

C. WATER MAINS, SANITARY SEWERS, AND STORM SEWER SERVICES

1, THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GROUND ELEVATIONS FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER MAIN, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS, SHALL BE PROHIBITED.

3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTWAYS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THE DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER OR STORM SEWER FACILITIES.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE.

EACH LOT DEPICTED ON THE PLAT OF "GATESWAY FOUNDATION CAMPUS" SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM STREETS AND EASEMENTS. NO LOT OWNER(S), SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS ANY LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER.

E, PAVING AND LANDSCAPING WITHIN EASEMENT

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY PLACEMENTS, REPLACEMENTS, OR MAINTENANCE OF WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE UTILITY EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESTRICTED WATERLINE EASEMENT

ALL UTILITY EASEMENTS ARE GENERAL UTILITY EASEMENTS UNLESS SPECIFIC DESIGNATIONS ARE REQUESTED AND ARE LIMITED TO TRANSMISSION LINES OR OFFSITE EASEMENTS. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL 8 ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE RESTRICTED WATERLINE EASEMENT DEPICTED ON THE ACCOMPANYING PLAT, DESIGNATED AS "RWUE", NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED, OR MAINTAINED; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS AND CURBING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

G, MUTUAL ACCESS EASEMENTS

MUTUAL ACCESS EASEMENTS, AS DEPICTED ON THE ACCOMPANYING PLAT AS M.A.E., ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS ADJACENT TO AND CONTAINED WITHIN THE PLAT, AND SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, THEIR GUESTS AND INVITEES, AND SHALL BE APPURTENANT TO THE OWNERS OF LOTS 1, 2, 5 & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS, PROVIDED, HOWEVER, GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SHALL HAVE THE REASONABLE USE OF THE EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS . MAINTENANCE AND UPKEEP OF THE PRIVATE DRIVEWAY AND IMPROVEMENTS WITHIN THE, MUTUAL ACCESS EASEMENTS SHALL BE PERPETUAL IN NATURE AND COSTS FOR SUCH MAINTENANCE AND UPKEEP EFFORTS OF SUCH PRIVATE DRIVEWAY AND IMPROVEMENTS SHALL BE BY THE OWNERS OF LOTS 1, 2, 5, & 6, BLOCK 1, GATESWAY FOUNDATION CAMPUS.

STORMWATER DETENTION EASEMENT.

1. STORMWATER DETENTION FACILITIES SHALL BE CONSTRUCTED BY THE OWNER / DEVELOPER WITHIN THE STORMWATER DETENTION EASEMENT AREA, DESIGNATED ON THE ACCOMPANYING PLAT, ACCORDING TO THE SPECIFICATIONS AND STANDARDS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2. THE STORMWATER DETENTION EASEMENT WITHIN THE SUBDIVISION SHALL BE MAINTAINED BY THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS. THE MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE PERFORMED TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE AND DETENTION FUNCTIONS INCLUDING REPAIR OF EROSION, APPURTENANCES AND REMOVAL OF DEBRIS, OBSTRUCTIONS, AND SILTATIONS, AND THE PERFORMANCE OF ROUTINE AND CUSTOMARY GROUNDS MAINTENANCE WITHIN THE STORMWATER DETENTION EASEMENT AREAS. MAINTENANCE OF THE STORMWATER DETENTION EASEMENT SHALL BE AT THE COST OF THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
A. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE KEPT FREE OF LITTER; AND,
B. THE STORMWATER DETENTION EASEMENT AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING (FOUR) 4 WEEKS.

3. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, GATESWAY FOUNDATION CAMPUS, FAILS TO PROPERLY MAINTAIN THE DETENTION EASEMENT AREAS AS ABOVE PROVIDED, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE STORMWATER DETENTION EASEMENT AREAS AND PERFORM SUCH MAINTENANCE, AND THE COST THEREOF SHALL BE PAID BY THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS.

4. IN THE EVENT THE OWNER OF LOT 3, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, OBLIGATED TO MAINTAIN THE STORMWATER DETENTION EASEMENT, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, FAILS TO PAY THE COST OF MAINTENANCE OF THE STORMWATER DETENTION EASEMENT AS ABOVE SET FORTH, 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 OWNER OF LOT 1, BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS.

WHEREAS, "GATESWAY FOUNDATION CAMPUS" WAS SUBMITTED AS PART OF PLANNED UNIT DEVELOPMENT 176A (PUD #176A) PURSUANT TO THE BROKEN ARROW ZONING ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "BROKEN ARROW ZONING CODE"); AND

WHEREAS, PUD #176A WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION AND BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA; AND.

WHEREAS, THE OWNER DESIRES TO ESTABLISH RESTRICTIONS FOR THIS SUBDIVISION FOR THE PURPOSE OF ACHIEVING AN ORDERLY DEVELOPMENT FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS IN TITLE AND THE CITY OF BROKEN ARROW, OKLAHOMA; AND AMENDMENTS THERETO; AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD. INURING TO AND ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, SUFFICIENT TO ASSURE CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO; AND

THEREFORE, THE OWNER DOES HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS WHICH SHALL BE COVENANTS RUNNING WITH THE LAND, BINDING UPON THE OWNER AND ITS SUCCESSORS IN TITLE AND ENFORCEABLE BY THE OWNER, ANY PERSON OWNING A LOT WITHIN "GATESWAY FOUNDATION CAMPUS", AND BY THE CITY OF BROKEN ARROW, OKLAHOMA, AS HEREINAFTER SET FORTH.

PUD 176A DEVELOPMENT AREA "B" - CONSISTING OF LOT 1 BLOCK 1, RE-PLAT GATESWAY FOUNDATION CAMPUS, AND LOT 3, BLOCK 1, RE-PLAT GATESWAY ADDITION
PERMITTED USES:

ALL EXISTING ON-SITE BUILDINGS AND USES; FUTURE OFFICE AND ADMINISTRATIVE BUILDINGS AND USES; SINGLE OR MULTI-FAMILY BUILDINGS AND USES; CLASSROOM AND/OR VOCATIONAL TRAINING BUILDINGS AND USES; RECREATIONAL BUILDINGS, FACILITIES, AND USES; MAINTENANCE BUILDINGS AND USES; AND FUTURE ACCESSORY BUILDINGS AND USES ASSOCIATED WITH THE GATESWAY FOUNDATION.

MAXIMUM NON-RESIDENTIAL BLDG. FLOCH AREA: 425,057 SF
MAXIMUM RESIDENTIAL DWELLING UNITS: 183
MAXIMUM LAND COVERAGE (ALL BUILDINGS) 30%
MAXIMUM BUILDING HEIGHT:

OFFICE & ADMINISTRATIVE BUILDING USES: 30 FEET
OTHER USES: 50 FEET

(ARCHITECTURAL ELEMENTS MAY EXCEED THE MAXIMUM BUILDING HEIGHT WITH DETAIL SITE PLAN APPROVAL)
MINIMUM LOT SIZE: 1 ACRE (43,560 SF)
MINIMUM LOT FRONTAGE:

ALL LOTS SHALL HAVE A MINIMUM 150' OF FRONTAGE ON EAST COLLEGE STREET, WITH THE EXCEPTION OF LOTS 5 & 6, BLOCK 1. LOTS 5 & 6, BLOCK 1, SHALL NOT HAVE A PRESCRIBED MINIMUM LOT FRONTAGE REQUIREMENT ON EAST COLLEGE STREET; HOWEVER, SUCH LOTS SHALL BE PERPETUALLY SERVED AND ACCESSED BY THE EXISTING PRIVATE ROADWAYS EXTENDING SOUTHWARD INTO THE GATESWAY SITE. IN THE EVENT SUCH EXISTING PRIVATE ROADWAYS ARE REMOVED OR REALIGNED AT A FUTURE DATE, ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET, SHALL BE PERPETUALLY MAINTAINED ALONG SUCH PRIVATE ROADWAY REALIGNMENT EFFORTS, OR, IN THE EVENT OF REMOVAL OF SUCH EXISTING PRIVATE ROADWAYS, ALONG A NEW PRIVATE OR PUBLIC ROADWAY ROUTE ACCEPTABLE TO THE CITY OF BROKEN ARROW. ACCESS TO AND FROM LOTS 5 & 6, BLOCK 1, TO EAST COLLEGE STREET SHALL BE SUFFICIENTLY COVERED BY A PERPETUAL MUTUAL ACCESS EASEMENT (EITHER VIA PLATTING OR BY SEPARATE INSTRUMENT) EXTENDING FROM THE SOUTHERN RIGHT-OF-WAY LIMITS OF EAST COLLEGE STREET TO THE PROPERTY LINE BOUNDARY OR BOUNDARIES OF SAID LOTS 5 & 6, BLOCK 1.

MINIMUM BUILDING SETBACKS:

FROM CENTERLINE OF EAST COLLEGE: 80 FEET
FROM THE EAST BOUNDARY OF DEVELOPMENT AREA "A": 50 FEET
FROM THE WEST BOUNDARY OF DEVELOPMENT AREA "A" 50 FEET
FROM THE SOUTH BOUNDARY OF DEVELOPMENT AREA "A" 50 FEET
FROM INTERIOR LOT LINES: 0 FEET

MINIMUM LANDSCAPED AREA:

FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% WITHIN THE NORTHERLY 300' OF DEVELOPMENT AREA "A', INSTALLATION OF LANDSCAPING ALONG E. COLLEGE ST. IN ACCORDANCE WITH ARTICLE VIII, SECTION 19.6 (RESIDENTIAL, LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE SHALL BE REQUIRED FOR THE PARTICULAR LOT UPON WHICH SUCH BUILDING IMPROVEMENTS ARE PROPOSED. FOR ANY NEW SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURES TO BE CONSTRUCTED SOUTH OF THE NORTH 300 OF DEVELOPMENT AREA "A", OR FOR ANY SINGLE OR MULTI-FAMILY RESIDENTIAL STRUCTURE BUILDING SQUARE FOOTAGE EXPANSION EFFORTS OF AT LEAST 30% FOR SUCH BUILDING IMPROVEMENTS THAT ARE LOCATED SOUTH OF THE NORTH 300' OF DEVELOPMENT AREA "A', INSTALLATION OF LANDSCAPING SHALL BE REQUIRED IN ACCORDANCE WITH ARTICLE VIII, SECTION 19.6 (RESIDENTIAL LANDSCAPING REQUIREMENTS) OF THE BROKEN ARROW ZONING CODE WITH THE EXCEPTION THAT NO LANDSCAPING ALONG E. COLLEGE ST. SHALL BE REQUIRED FOR SUCH BUILDING IMPROVEMENTS.

SCREENING:

FOR THOSE AREAS OF THE OVERALL GATESWAY FOUNDATION PROPERTY SITE (DEVELOPMENT AREA "A") THAT ABUT ANY RE, R-1, R-2 OR R-3 ZONED PROPERTIES, A MINIMUM HEIGHT SIX FOOT OPAQUE SCREENING FENCE SHALL BE CONSTRUCTED ALONG THE COMMON BOUNDARY LINES BETWEEN DEVELOPMENT AREA "A" AND SUCH RE, R-1, R-2 OR R-3 ZONED PROPERTIES PRIOR TO CONSTRUCTION EFFORTS OF ANY NEW BUILDING OR PARKING LOT IMPROVEMENTS WITHIN DEVELOPMENT AREA "A" THAT ABUT SUCH RE, R-1, R-2 OR R-3 ZONED PROPERTIES. ADDITIONALLY, ALL NEW TRASH, MECHANICAL AND EQUIPMENT AREAS WITHIN DEVELOPMENT AREA "A" SHALL BE SCREENED FROM PUBLIC VIEW BY A WALL OR SOLID FENCE HAVING A MINIMUM HEIGHT OF SIX FEET. SCREENING FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE.

LIGHTING:

ALL EXTERIOR LIGHTING ASSOCIATED WITH ANY NEW DEVELOPMENT, OR REDEVELOPMENT, WITHIN DEVELOPMENT AREA "B" SHALL MEET THE REQUIREMENTS OF ARTICLE VIII, SECTION 21 OF THE BROKEN ARROW ZONING ORDINANCE.

OFF-STREET PARKING:

PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS.
SOLID WASTE DISPOSAL:

ANY NEW DUMPSTERS IN DEVELOPMENT AREA "B" SHALL BE SCREENED WITH AN OPAQUE FENCE THAT IS HIGHER THAN THE PROPOSED DUMPSTER, SIX FOOT MINIMUM. ANY NEW DUMPSTER(S) IN DEVELOPMENT AREA "A" SHALL BE LOCATED AT LEAST 50 FEET FROM ALL EXTERIOR BOUNDARIES OF DEVELOPMENT AREA 'A'.

SIGNAGE:
AS PERMITTED UNDER ARTICLE IX OF THE CITY OF BROKEN ARROW ZONING CODE (SIGN REGULATIONS),

OTHER BULK AND AREA REQUIREMENTS:
PER CITY OF BROKEN ARROW ZONING CODE REQUIREMENTS,

SECTION III. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY
A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. THE COVENANTS CONTAINED IN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS ARE ESTABLISHED PURSUANT TO THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING CODE AND SHALL INURE TO THE BENEFIT OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION AND TO THE CITY OF BROKEN. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I OR II, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT OR TO RECOVER DAMAGES.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND 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 HEREINAFTER PROVIDED.

C. AMENDMENT.

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION II. PLANNED UNIT DEVELOPMENT STANDARDS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF A MAJORITY OF THE LAND WITHIN THE SUBDIVISION AND WITH THE CONCURRENCE OF THE CITY OF BROKEN ARROW.

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.

1. 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, THE UNDERSIGNED OWNER, HAS EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2026.

GATESWAY FOUNDATION INC.
AN OKLAHOMA NON-PROFIT CORPORATION

BY: _____

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 BY _____ AS MANAGER OF DIXIELOU RE LLC.

_____ _____
MY COMMISSION EXPIRES NOTARY

CERTIFICATE OF SURVEY:

I, JOHN L. LIBBY, JR., A REGISTERED 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 DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "SCOOTER'S at BATTLECREEK", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

BY:_____ _____ DATE:_____
JOHN L. LIBBY JR.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR.
L.S.1806
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON _____TH DAY OF _____ 2026, PERSONALLY APPEARED TO ME JOHN L. LIBBY JR., KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO TH

City of Broken Arrow

Request for Action

File #: 26-550, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of PT-002601-2025|PR-000768-2024, Conditional Final Plat, The Pines III, approximately 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single-Family Residential - Preservation) via BAZ-2041, located at the southwest corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)

Background:

PT-002601-2025, the conditional final plat for The Pines III, proposes to have 71 lots on 19.14 acres. This property, which is located at the southwest corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue), was approved for rezoning from AG (Agricultural) to RS-P (Single-Family Residential - Preservation) via BAZ-2041 on January 21, 2020 subject to the property being platted.

Single-family lots encompass the majority of the proposed development, and these lots meet the minimum standards of the RS-P zoning district. Access to this development is available from Omaha Street through The Pines at the Preserve Phase I, and through a temporary access point to the south which will ultimately connect to The Pines IV when it is constructed.

According to FEMA maps, none of the property is located in the 100-year floodplain. Water is available from Rural Water District #4 and sanitary sewer is available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on March 31, 2026. The Planning Commission recommended approval of this conditional final plat on April 9, 2026. No one spoke in favor or opposition.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Planning Commission Staff Report

Checklist, Conditional Final Plat

Recommendation:
Approve PT-002601-2025|PR-000768-2024, Conditional Final Plat, The Pines III, subject to the attached comments, as recommended by Planning Commission and Staff.

City of Broken Arrow

Request for Action

File #: 26-492, **Version:** 1

Broken Arrow Planning Commission
04-09-2026

To:	**Chairman and Commission Members**
From:	**Development Services Department**
Title:	
	Approval of PR-000768-2024|PT-002601-2025, Conditional Final Plat, The Pines III, 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single Family Residential - Preservation) via BAZ-2041, at the southeast corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)
Background:	
Applicant:	Alan Betchan, AAB Engineering, LLC
Owner:	The Pines at the Preserve LLC
Developer:	The Pines at the Preserve LLC
Engineer:	Alan Betchan, AAB Engineering, LLC
Location:	Southwest corner of Omaha Street (51st Street) and 37th Street (209th East Avenue)
Size of Tract	19.14 acres
Number of Lots:	71 lots
Present Zoning:	AG to RS-P via BAZ-2041
Comp Plan:	Level 2 (Urban Residential)

PT-002601-2025, the conditional final plat for The Pines III, contains 71 lots on 19.14 acres. This property is located at the southwest corner of Omaha Street and 37th Street. BAZ-2041, a request to change the zoning on the property from AG to RS-P, was approved by the City Council on January 21, 2020.

The preliminary plat for The Pines II was divided into two phases. This conditional final plat is the second phase on the easternmost portion of the property located east of the existing Pines at the Preserve development. Access to this phase is available from Omaha Street through The Pines at the Preserve Phase I.

A previous version of this conditional final plat was approved by Planning Commission on January 22, 2026 subject to the checklist. Since then, the applicant has modified the layout of the plat to remove the access point directly onto 37th Street. In order to meet the requirements of the International Fire Code, a temporary access point will be available from the south for emergency vehicles. This temporary access must be maintained until a permanent access point is constructed with The Pines Phase IV. The previous checklist still applies to this version of the conditional final plat.

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

Water service is available from Rural Water District #4, and sanitary sewer service to this site are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 31, 2026.

Attachments: Checklist
Conditional Final Plat

Recommendation:
Staff recommends PT-002601-2025, conditional final plat for The Pines III, be approved subject to the attached checklist and construction of a temporary access point through the future Pines IV.

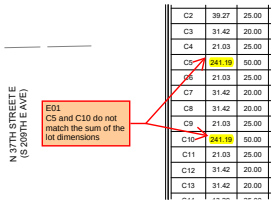
Reviewed by: **Rocky Henkel**

Approved by: **Jane Wyrick**

MEH

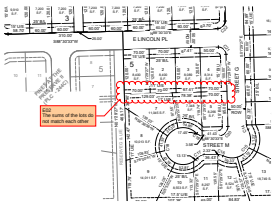
Pines III - Final Plat Summary

1 (17)



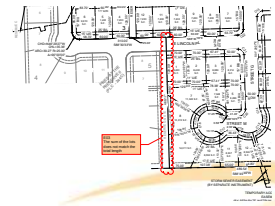
Subject: Group
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:35 PM
Creation Date: 1/16/2026 11:22:15 AM
Layer:

E01
C5 and C10 do not match the sum of the lot dimensions



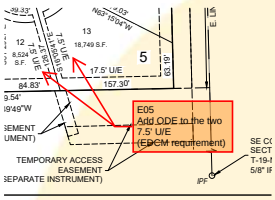
Subject: Cloud+
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:39 PM
Creation Date: 1/16/2026 11:23:45 AM
Layer:

E02
The sums of the lots do not match each other



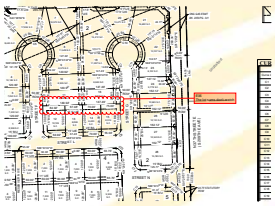
Subject: Cloud+
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:43 PM
Creation Date: 1/16/2026 11:25:28 AM
Layer:

E03
The sum of the lots does not match the total length



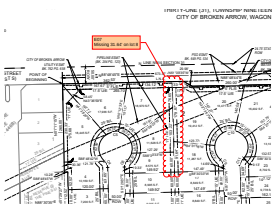
Subject: Jason Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:09 PM
Creation Date: 1/16/2026 11:27:49 AM
Layer:

E05
Add ODE to the two 7.5' U/E (EDCM requirement)



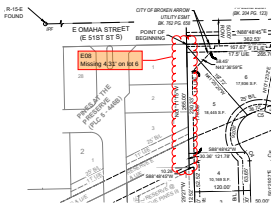
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:00:51 PM
Creation Date: 1/16/2026 11:31:43 AM
Layer:

E06
The lot sums don't match



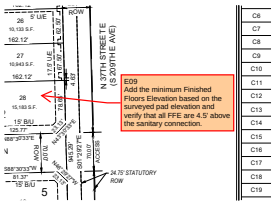
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:06:10 PM
Creation Date: 1/16/2026 11:34:59 AM
Layer:

E07
Missing 31.64' on lot 8



Subject: Cloud+
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:29 PM
Creation Date: 1/16/2026 11:36:08 AM
Layer:

E08
Missing 4.31' on lot 6



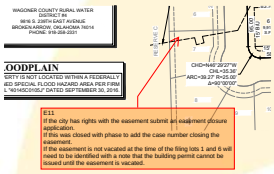
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:02:56 PM
Creation Date: 1/16/2026 11:38:22 AM
Layer:

E09
Add the minimum Finished Floors Elevation based on the surveyed pad elevation and verify that all FFE are 4.5' above the sanitary connection.



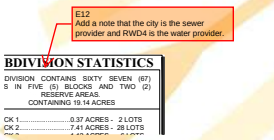
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:35 PM
Creation Date: 1/16/2026 11:40:08 AM
Layer:

E10
Identify the location on the side streets the limits of no or restricted access



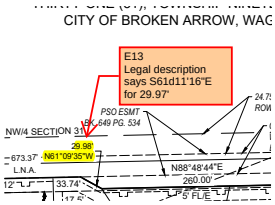
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Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:01:41 PM
Creation Date: 1/16/2026 11:42:50 AM
Layer:

E11
If the city has rights with the easement submit an easement closure application.
If this was closed with phase to add the case number closing the easement.
If the easement is not vacated at the time of the filing lots 1 and 6 will need to be identified with a note that the building permit cannot be issued until the easement is vacated.



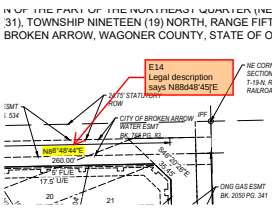
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Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:03:02 PM
Creation Date: 1/16/2026 11:49:07 AM
Layer:

E12
Add a note that the city is the sewer provider and RWD4 is the water provider.



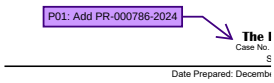
Subject: Group
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:12:00 PM
Creation Date: 1/16/2026 2:05:05 PM
Layer:

E13
Legal description says S61d11'16"E for 29.97'



Subject: Group
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: jdickeson
Date: 1/16/2026 2:12:04 PM
Creation Date: 1/16/2026 2:06:57 PM
Layer:

E14
Legal description says N88d48'45"E



Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:39:04 AM
Creation Date: 1/12/2026 9:38:19 AM
Layer:

P01: Add PR-000786-2024

P02: Update street names.

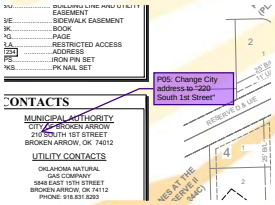
Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:40:01 AM
Creation Date: 1/12/2026 9:39:43 AM
Layer:

P02: Update street names.

P03: Add addresses as assigned.

Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:40:23 AM
Creation Date: 1/12/2026 9:40:04 AM
Layer:

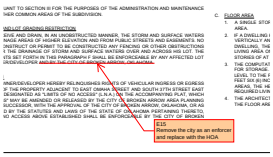
P03: Add addresses as assigned.



Subject: Mackenzie Comments
Page Label: [1] Pines III - Base-PLAT
Page Index: 1
Author: Mackenzie Hackett
Date: 1/12/2026 9:49:20 AM
Creation Date: 1/12/2026 9:47:27 AM
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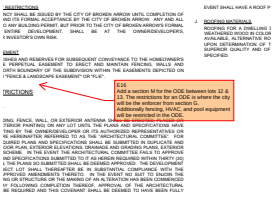
P05: Change City address to "220 South 1st Street"

2 (2)



Subject: Group
Page Label: [2] Pines III - Base-DOD
Page Index: 2
Author: jdickeson
Date: 1/16/2026 2:12:09 PM
Creation Date: 1/16/2026 11:50:45 AM
Layer:

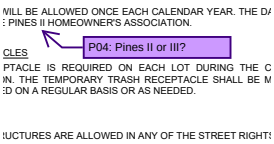
E15
Remove the city as an enforcer and replace with the HOA



Subject: Jason Comments
Page Label: [2] Pines III - Base-DOD
Page Index: 2
Author: jdickeson
Date: 1/16/2026 2:12:14 PM
Creation Date: 1/16/2026 11:51:33 AM
Layer:

E16
Add a section M for the ODE between lots 12 & 13. The restrictions for an ODE is where the city will be the enforcer from section G.
Additionally fencing, HVAC, and pool equipment will be restricted in the ODE.

3 (1)



Subject: Mackenzie Comments
Page Label: [3] Pines III - Base-DOD (2)
Page Index: 3
Author: Mackenzie Hackett
Date: 1/12/2026 9:44:09 AM
Creation Date: 1/12/2026 9:43:43 AM
Layer:

P04: Pines II or III?

CONDITIONAL FINAL PLAT

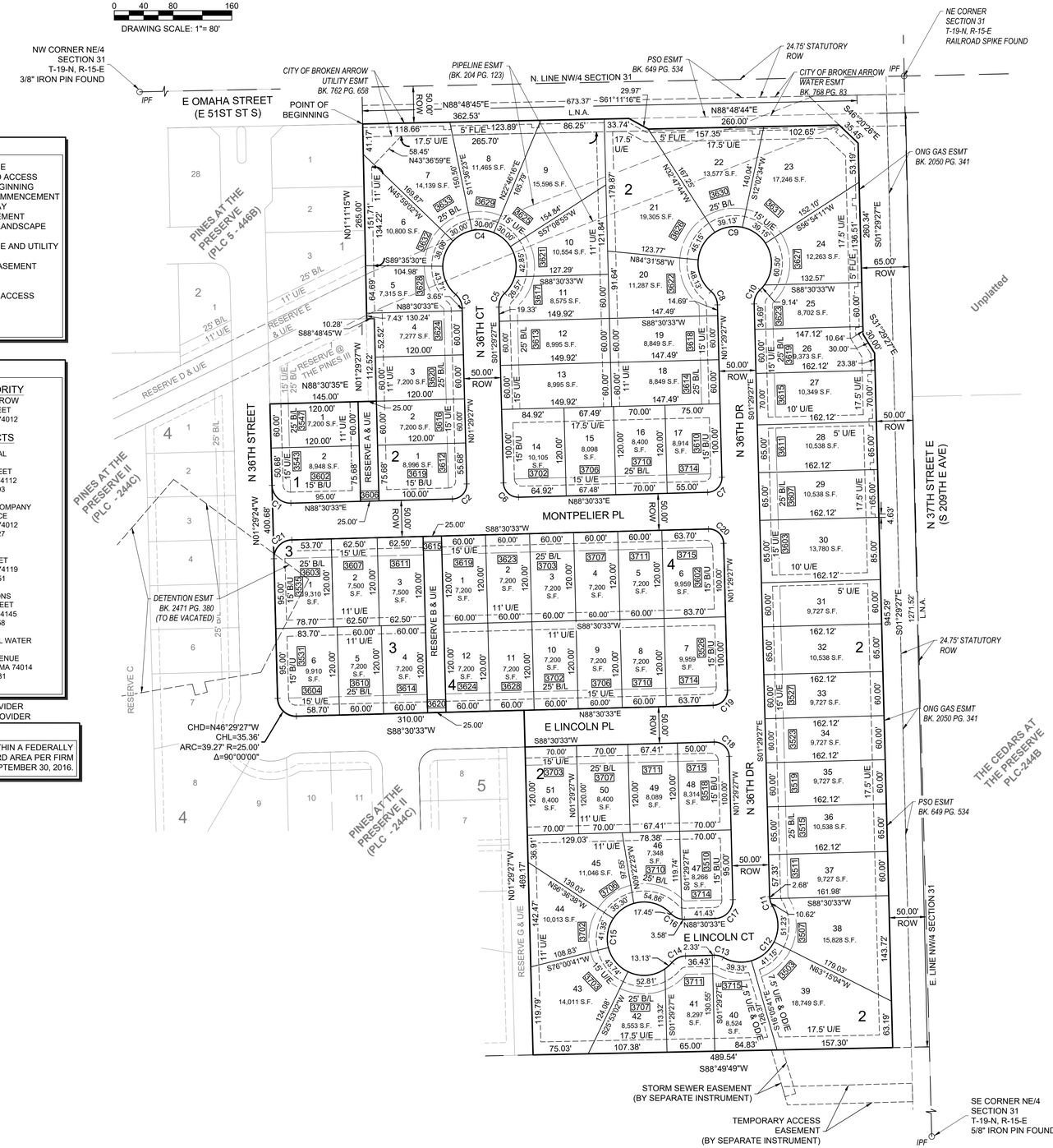
The Pines III

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER
THE PINES AT THE PRESERVE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-688-5660
ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

0 40 80 160
DRAWING SCALE: 1"= 80'


NW CORNER NE/4 SECTION 31 T-19-N, R-15-E 3/8" IRON PIN FOUND
IPF
E OMAHA STREET (E 51ST ST S)
POINT OF BEGINNING
CITY OF BROKEN ARROW UTILITY ESMT BK. 762 PG. 658
PIPELINE ESMT (BK. 204 PG. 123)
PSO ESMT BK. 649 PG. 534
N. LINE NW/4 SECTION 31
24.75' STATUTORY ROW
CITY OF BROKEN ARROW WATER ESMT BK. 768 PG. 83
NE CORNER SECTION 31 T-19-N, R-15-E RAILROAD SPIKE FOUND
ONG GAS ESMT BK. 2050 PG. 341
N88°48'45"E 362.53'
673.37'
S61°11'16"E 29.97'
N88°48'44"E 260.00'
S46°20'26"E 35.45'
N 36TH CT
N 36TH DR
N 37TH STREET E (S 209TH E AVE)
MONTPELIER PL
E LINCOLN PL
E LINCOLN CT
PINES AT THE PRESERVE (PLC 5 - 446B)
PINES AT THE PRESERVE II (PLC - 244C)
THE CEDARS AT THE PRESERVE PLC-244B
Unplatted
RESERVE A & U/E
RESERVE B & U/E
RESERVE C
RESERVE D & U/E
RESERVE @ THE PINES III
RESERVE G & U/E
DETENTION ESMT BK. 2471 PG. 380 (TO BE VACATED)
CHD=N46°29'27"W CHL=35.36' ARC=39.27' R=25.00' Δ=90°00'00"
PSO ESMT BK. 649 PG. 534
E. LINE NW/4 SECTION 31
STORM SEWER EASEMENT (BY SEPARATE INSTRUMENT)
TEMPORARY ACCESS EASEMENT (BY SEPARATE INSTRUMENT)
SE CORNER NE/4 SECTION 31 T-19-N, R-15-E 5/8" IRON PIN FOUND
S88°49'49"W 489.54'
N01°29'24"W 400.68'
S01°29'27"E 945.29'
L.N.A. 1271.52'
S01°29'27"E 1136.51'
S01°29'27"E 260.34'
65.00' ROW
50.00' ROW
310.00'
S88°30'33"W
N88°30'33"E
S01°29'27"E
N01°29'27"W
N01°11'15"W 265.00'
N01°11'15"W 134.22'
N01°11'15"W 151.71'
S89°35'30"E 104.98'
S88°48'45"W 10.28'
N88°30'35"E 145.00'
S88°30'33"W 127.29'
N84°31'58"W 123.77'
S57°08'55"W 154.84'
S22°36'16"E 165.79'
N22°36'16"E 165.79'
N32°47'44"W 107.25'
S12°02'34"W 140.04'
S66°54'11"W 152.10'
N45°56'02"W 169.87'
S11°36'16"E 150.00'
N43°36'59"E 58.45'
S46°20'26"E 35.45'
S01°29'27"E 70.00'
S01°29'27"E 30.00'
S01°29'27"E 119.74'
N09°22'23"W 97.55'
N56°36'08"W 139.03'
S76°00'41"W 108.83'
S25°53'02"W 124.68'
N63°15'04"W 179.03'
S01°29'27"E 113.32'
S01°29'27"E 130.55'
S01°29'27"E 45.16'
S01°29'27"E 45.16'
N88°48'45"E 5.00'
N01°11'18"W 10.00'
N88°48'45"E 50.00'
N88°48'45"E 10.00'
N88°48'45"E 10.00'
5' FL/E
17.5' U/E
5' FL/E 123.89'
5' FL/E 157.35'
5' FL/E 102.65'
5' FL/E 53.19'
5' FL/E 136.51'
17.5' U/E 265.70'
17.5' U/E 157.35'
17.5' U/E 102.65'
17.5' U/E 53.19'
17.5' U/E 260.34'
17.5' U/E 162.12'
17.5' U/E 70.00'
17.5' U/E 65.00'
17.5' U/E 85.00'
17.5' U/E 60.00'
17.5' U/E 65.00'
17.5' U/E 60.00'
17.5' U/E 65.00'
17.5' U/E 60.00'
17.5' U/E 65

CONDITIONAL FINAL PLAT

The Pines III

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER
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PHONE: 918-688-5660
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PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS:
THE PINES AT THE PRESERVE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4) OF SECTION 31, TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1) OF THE PINES AT THE PRESERVE, A SUBDIVISION PLAT PLC5-466B TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2018-15255 IN BOOK 2472 AT PAGE 359; THENCE NORTH 88°48'45" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 51ST STREET, A DISTANCE OF 362.53 FEET; THENCE SOUTH 61°11'16" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 29.97 FEET; THENCE NORTH 88°48'44" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 260.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 37TH STREET EAST (SOUTH 209TH EAST AVENUE); THENCE SOUTH 46°20'26" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 35.45 FEET; THENCE SOUTH 01°29'27" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 260.34 FEET; THENCE SOUTH 31°29'27" EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 01°29'27" EAST CONTINUING ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 945.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE/4 NE/4); THENCE SOUTH 88°49'49" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 489.54 FEET TO THE SOUTHEAST CORNER OF THE PINES AT THE PRESERVE II, A SUBDIVISION PLAT PLC-244C TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2023-11022 IN BOOK 2909 AT PAGE 893; THENCE NORTH 01°29'27" WEST ALONG THE EASTERLY LINE OF THE PINES AT THE PRESERVE II, A DISTANCE OF 469.17 FEET; THENCE SOUTH 88°30'33" WEST CONTINUING ALONG THE EASTERLY LINE OF THE PINES AT THE PRESERVE II, A DISTANCE OF 310.00 FEET; THENCE CONTINUING ON SAID EASTERLY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 46°29'27" WEST, A CHORD DISTANCE OF 35.36 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE NORTH 01°29'24" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 400.68 FEET TO THE SOUTHWEST CORNER OF RESERVE AT THE PINES III, A SUBDIVISION PLAT PLC3-254A TO THE CITY OF BROKEN ARROW, WAGONER COUNTY CLERKS OFFICE DOCUMENT NO. 2025-1813 IN BOOK 3044 AT PAGE 443; THENCE NORTH 88°30'35" EAST ALONG THE SOUTH LINE OF SAID RESERVE AT THE PINES III, A DISTANCE OF 145.00 FEET; THENCE NORTH 01°29'27" WEST ALONG THE EAST LINE OF SAID RESERVE OF THE PINES III, A DISTANCE OF 112.52 FEET TO THE NORTHEAST CORNER OF SAID RESERVE AT THE PINES III; THENCE SOUTH 88°48'45" WEST ALONG THE NORTH LINE OF SAID RESERVE AT THE PINES III, A DISTANCE OF 10.28 FEET TO THE SOUTHEAST CORNER OF THE PINES AT THE PRESERVE; THENCE NORTH 01°11'15" WEST ALONG THE EAST LINE OF SAID THE PINES AT THE PRESERVE, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING. CONTAINING 829,567 SQUARE FEET OR 19.04 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST 51ST STREET SOUTH BEING NORTH 88°48'45" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 15, 2025, BY MIKEL L. STEWART, OKLAHOMA LICENSED LAND SURVEYOR NO. 2105.

SAID TRACT CONTAINS 829,567 SQUARE FEET OR 19.04 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 71 LOTS IN 4 BLOCKS AND 2 RESERVES EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS"), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE PINES III", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE PINES III" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY LINES AND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS 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, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCY OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. GAS SERVICE

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT_WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN 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 LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. RESERVES A AND B

THE USE OF RESERVES A AND B SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND UTILITIES. THE RESERVE AREAS SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

G. SURFACE DRAINAGE AND LOT GRADING RESTRICTION

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE HOMEOWNERS ASSOCIATION.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO EAST OMAHA STREET AND SOUTH 37TH STREET EAST WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

I. SIDEWALKS

SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

J. MINIMUM BUILDING SETBACKS AND YARDS

1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS

NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

L. FENCE AND LANDSCAPE EASEMENT

THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE NORTH BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "FL/E".

M. OVERLAND DRAINAGE AND DETENTION EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AND OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR CONSTRUCTION OF A WIRE, WROUGHT IRON, SPLIT RAIL, OR SIMILAR APPROVED FENCES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL FENCING IN THE ODE MUST BE APPROVED BY THE CITY STORM WATER MANAGER BEFORE INSTALLATION. ANY FENCING IN THE ODE MAY BE REMOVED BY THE CITY AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO REINSTALL THE FENCING. NO EQUIPMENT SUCH AS HVAC, POOL PUMPS/FILTERS, OR OTHER MECHANICAL EQUIPMENT MAY BE LOCATED IN THE EASEMENT. ANY EQUIPMENT IN THE EASEMENT MAY BE MOVED OR DISCONNECTED AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO RECONNECT THE EQUIPMENT.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. OBSTRUCTIONS MAY INCLUDE POOL EQUIPMENT OR HVAC EQUIPMENT. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.
3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2025, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE THE PINES HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA

1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING S

CONDITIONAL FINAL PLAT

The Pines III

A SUBDIVISION OF THE PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST. CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA

OWNER/DEVELOPER

THE PINES AT THE PRESERVE, LLC
1420 WEST KENOSHA
BROKEN ARROW, OK 74012
PHONE: 918-688-5660
ATTN: CHUCK RAMSAY

ENGINEER/SURVEYOR

AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

K. DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION II(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PINES III HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE PINES III (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PINES.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, 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. PRIVATE RESTRICTIONS, AND SECTION III, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM 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 ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

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

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION II, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION III, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH 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: THE PINES AT THE PRESERVE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____TH DAY OF _____2026.

THE PINES AT THE PRESERVE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
CHUCK RAMSAY, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____TH DAY OF _____2026, BY CHUCK RAMSAY, MANAGER OF THE PINES AT THE PRESERVE, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

WAGONER COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID AND INCLUDING 2023.

DATED THIS _____ DAY OF _____, 2026.

.

_____
COUNTY TREASURER

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE PINES III" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND 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.

_____
MIKEL L. STEWART
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

NOT FOR CONSTRUCTION
MIKEL L. STEWART 2105
THIS DOCUMENT IS PRELIMINARY AND DOES NOT CONSTITUTE A FINAL SIGNED AND SEALED DOCUMENT.
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____TH DAY OF _____2026, PERSONALLY APPEARED MIKEL L. STEWART, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 11010522

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2027

City of Broken Arrow

Request for Action

File #: 26-518, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Acceptance of a Utility Easement for Parcels 29.0, 35.0, 37.0, 38.0, and 39.0, consisting of 8,243.30 square feet; 8,229.05 square feet; 7,723.89 square feet; 8,190.50 square feet; and 3,170.50 square feet, respectively, of utility easement, and a Temporary Construction Easement for Parcels 29.1, 35.1, 37.1, 38.1, and 39.1, consisting of 6,594.44 square feet; 6,583.24 square feet; 12,358.22 square feet; 6,552.40 square feet; and 5,072.35 square feet, respectively, of temporary construction easement, generally located south of East Washington Street running along the east side of East 23rd Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from B A Brown Property, LLC, and authorization of payment in the amount of $33,520.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 29.0 & 29.1 & 35.0 & 35.1 & 37.0 & 37.1 & 38.0 & 38.1 & 39.0 & 39.1 (Project No. 2154250)

Background:
The attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, from B A Brown Property, LLC, the owner. Parcels 29.0, 35.0, 37.0, 38.0, and 39.0, consist of 8,243.30 square feet; 8,229.05 square feet; 7,723.89 square feet; 8,190.50 square feet; and 3,170.50 square feet, respectively, of utility easement, and Parcels 29.1, 35.1, 37.1, 38.1, and 39.1, consist of 6,594.44 square feet; 6,583.24 square feet; 12,358.22 square feet; 6,552.40 square feet; and 5,072.35 square feet, respectively, of temporary construction easement, generally located south of East Washington Street running along the east side of East 23rd Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County. B A Brown Property, LLC, has accepted the following offer, subject to City Council approval:

Permanent Easements:
Parcel 29.0 8,243.30 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,131
Parcel 35.0 8,229.05 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,123
Parcel 37.0 7,723.89 SQUARE FEET (SF) @ $0.83/SF x 75% = $4,808
Parcel 38.0 8,190.50 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,099
Parcel 39.0 3,170.50 SQUARE FEET (SF) @ $1.07/SF x 75% = $2,544
Total Utility Easements: $22,705

Temporary Construction Easements:
Parcel 29.1 6,594.44 SQUARE FEET (SF) @ $0.83/SF x 10% = $547
Parcel 35.1 6,583.24 SQUARE FEET (SF) @ $0.83/SF x 10% = $546
Parcel 37.1 12,358.22 SQUARE FEET (SF) @ $0.83/SF x 10% = $1,026
Parcel 38.1 6,552.40 SQUARE FEET (SF) @ $0.83/SF x 10% = $544
Parcel 39.1 5,072.35 SQUARE FEET (SF) @ $1.07/SF x 10% = $543

Total Temporary Construction Easements: Easements: $3,206

Cost to Cure Damages:
Replace barbed-wire fencing: 2,640 Linear Feet @ $2.88/LF = $7,603

Total Just Compensation Amount (Rounded) = $33,520

A copy of the signed acceptance of the City's offer is attached, as are the Utility Easement and Temporary Construction Easement. Payment of the compensation amount is on the April 21, 2026, City Council Claims List.

Cost: $33,520.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:
Accept the Utility Easement and Temporary Construction Easement and authorize payment.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

emailed 3-31-26 AO

March 31, 2026

B.A. Brown Property, LLC
PO BOX 1555
Broken Arrow, OK 74013

RE: COUNTY LINE TRUNK SEWER PHASE II B – SANITARY SEWER IMPROVEMENTS, PROJECT NO. 2154250, PARCEL NOs. 29.0 & 29.1 & 35.0 & 35.1 & 37.0 & 37.1 & 38.0 & 38.1 & 39.0 & 39.1 REVISED OFFER LETTER

PROPERTY LOCATION: WAGONER COUNTY ASSESSOR PARCEL NOs. 730007031 & 730007030 & 730005637 & 730096836 & 730096149

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the sanitary sewer improvement project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Easements:
Parcel 29.0 8,243.30 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,131
Parcel 35.0 8,229.05 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,123
Parcel 37.0 7,723.89 SQUARE FEET (SF) @ $0.83/SF x 75% = $4,808
Parcel 38.0 8,190.50 SQUARE FEET (SF) @ $0.83/SF x 75% = $5,099
Parcel 39.0 3,170.50 SQUARE FEET (SF) @ $1.07/SF x 75% = $2,544
Total Utility Easements: **$22,705**

Temporary Construction Easements:
Parcel 29.1 6,594.44 SQUARE FEET (SF) @ $0.83/SF x 10% = $547
Parcel 35.1 6,583.24 SQUARE FEET (SF) @ $0.83/SF x 10% = $546
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Parcel 39.1 5,072.35 SQUARE FEET (SF) @ $1.07/SF x 10% = $543
Total Temporary Construction Easements: Easements: **$3,206**

Cost to Cure Damages:
Replace barbed-wire fencing: 2,640 Linear Feet @ $2.88/LF = **$7,603**

Total Just Compensation Amount (Rounded) = **$33,520**

By your signature on this letter, you have accepted the City's offer of $33,520.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

By: Kelley Rash, Managing Member

4-6-2026

MLS/ao
enc

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Property
BA Brown, LLC

By: _____
Kelley Rash

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April*, 2026, personally appeared **Kelley Rash, Managing Member of BA Brown, LLC**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

*Property

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Livestock may be present. Temporary fencing will be kept in place at all times during construction on the property.

~~Any fencing damaged during construction will be replaced with similar fencing.~~ $0

Terms for Payment:

Owner's request for payment in the amount of: ~~$25,911~~ $33,520 $0

Owner's Mailing Address: _____

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☑ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: BA Brown, LLC Property

Signature/Date:

Owner/s: _____ Date: 4-6-2026

Agent: _____ Date: 4-6-2026

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 29.0 & 29.1 & 35.0 & 35.1 & 37.0 & 37.1 & 38.0 & 38.1 & 39.0 & 39.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **BA BROWN, LLC**, 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 Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the 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 6th day of April 2026.

BA BROWN, LLC

By: _____
Kelley Rash, Managing Member

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared Kelley Rash, as Managing Member of BA Brown, LLC 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.

*Property

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

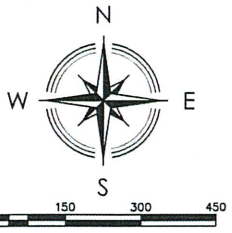
Attest:

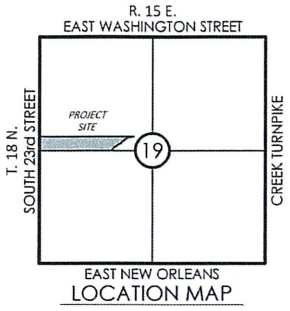
City Clerk

Engineer: ELR Date: 4/7/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcels 29.1, 35.1, 37.1, 38.1, and 39.1

EXHIBIT "A"
TEMPORARY EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730007031
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)





LOCATION MAP

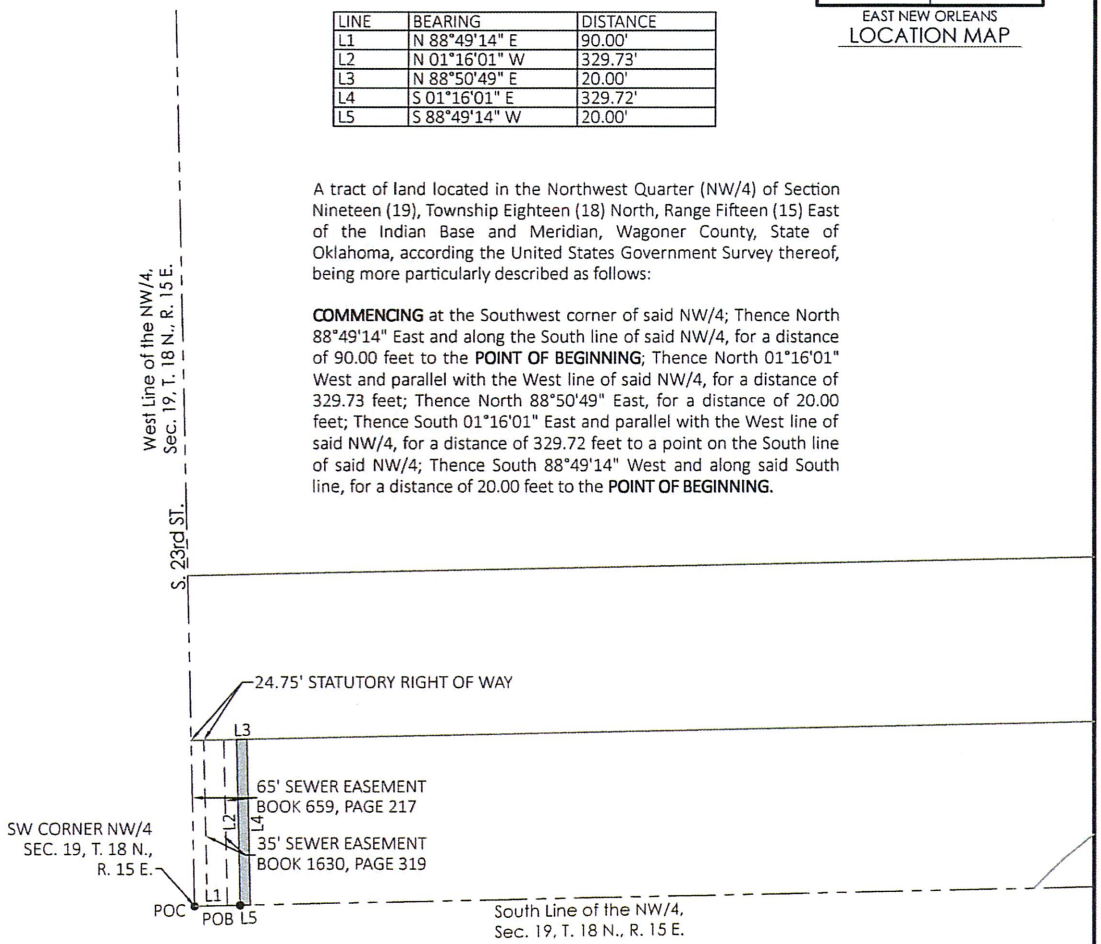
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Easement
6,594.44 s.f. or 0.15 acres, more or less

LINE	BEARING	DISTANCE
L1	N 88°49'14" E	90.00'
L2	N 01°16'01" W	329.73'
L3	N 88°50'49" E	20.00'
L4	S 01°16'01" E	329.72'
L5	S 88°49'14" W	20.00'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 88°49'14" East and along the South line of said NW/4, for a distance of 90.00 feet to the **POINT OF BEGINNING**; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 329.73 feet; Thence North 88°50'49" East, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 329.72 feet to a point on the South line of said NW/4; Thence South 88°49'14" West and along said South line, for a distance of 20.00 feet to the **POINT OF BEGINNING.**



NATHANIEL J. REED
OKLAHOMA
1744
LICENSED PROFESSIONAL LAND SURVEYOR
STATE OF OKLAHOMA

Nathaniel J. Reed
Oklahoma P.L.S. #1744

3.14.2025
Date

BROKEN ARROW
Where opportunity lives

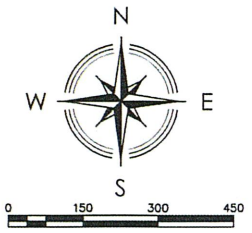
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2025

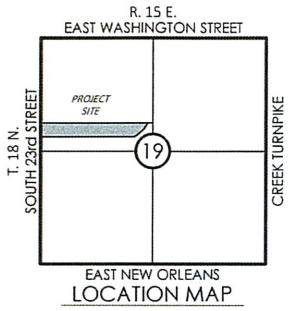
PARCEL: TEMPORARY EASEMENT	PROJECT No.: 161027
DRAWING: PARCEL 29.1	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION: MARCH 2025	SHEET NO.: 1 OF 1

EXHIBIT "A"
TEMPORARY EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730007030

STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)





LOCATION MAP

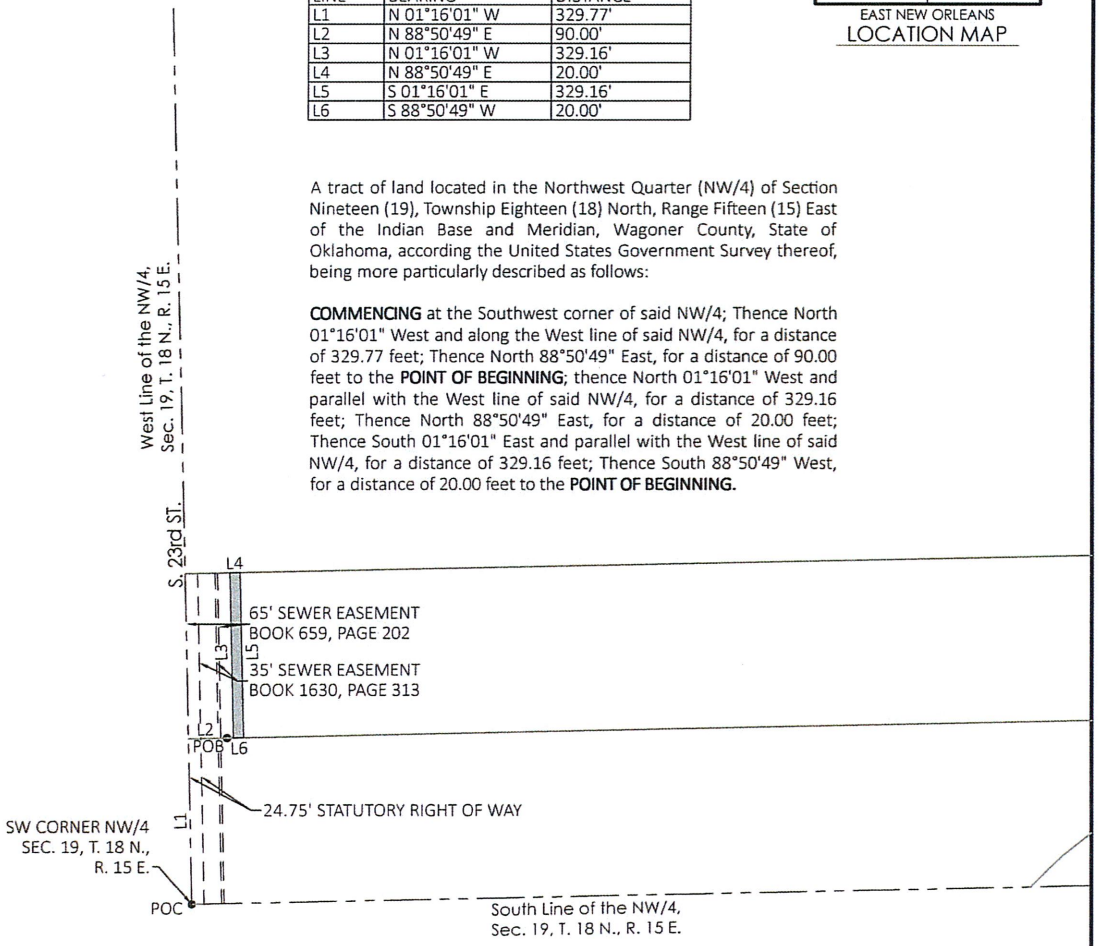
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Easement
6,583.24 s.f. or 0.15 acres, more or less

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	329.77'
L2	N 88°50'49" E	90.00'
L3	N 01°16'01" W	329.16'
L4	N 88°50'49" E	20.00'
L5	S 01°16'01" E	329.16'
L6	S 88°50'49" W	20.00'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 01°16'01" West and along the West line of said NW/4, for a distance of 329.77 feet; Thence North 88°50'49" East, for a distance of 90.00 feet to the **POINT OF BEGINNING**; thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 329.16 feet; Thence North 88°50'49" East, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 329.16 feet; Thence South 88°50'49" West, for a distance of 20.00 feet to the **POINT OF BEGINNING.**



LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
STATE OF OKLAHOMA

Nathaniel J. Reed, L.S. 1744
Oklahoma P.L.S. #1744

3.14.2025
Date

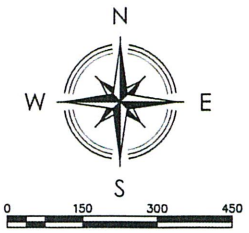
BROKEN ARROW
Where opportunity lives

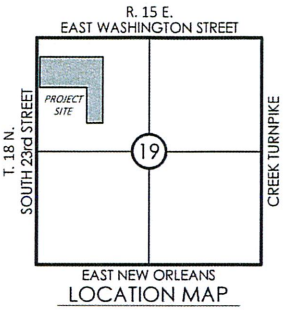
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: TEMPORARY ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 35.1	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

EXHIBIT "A"
TEMPORARY EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730096149
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



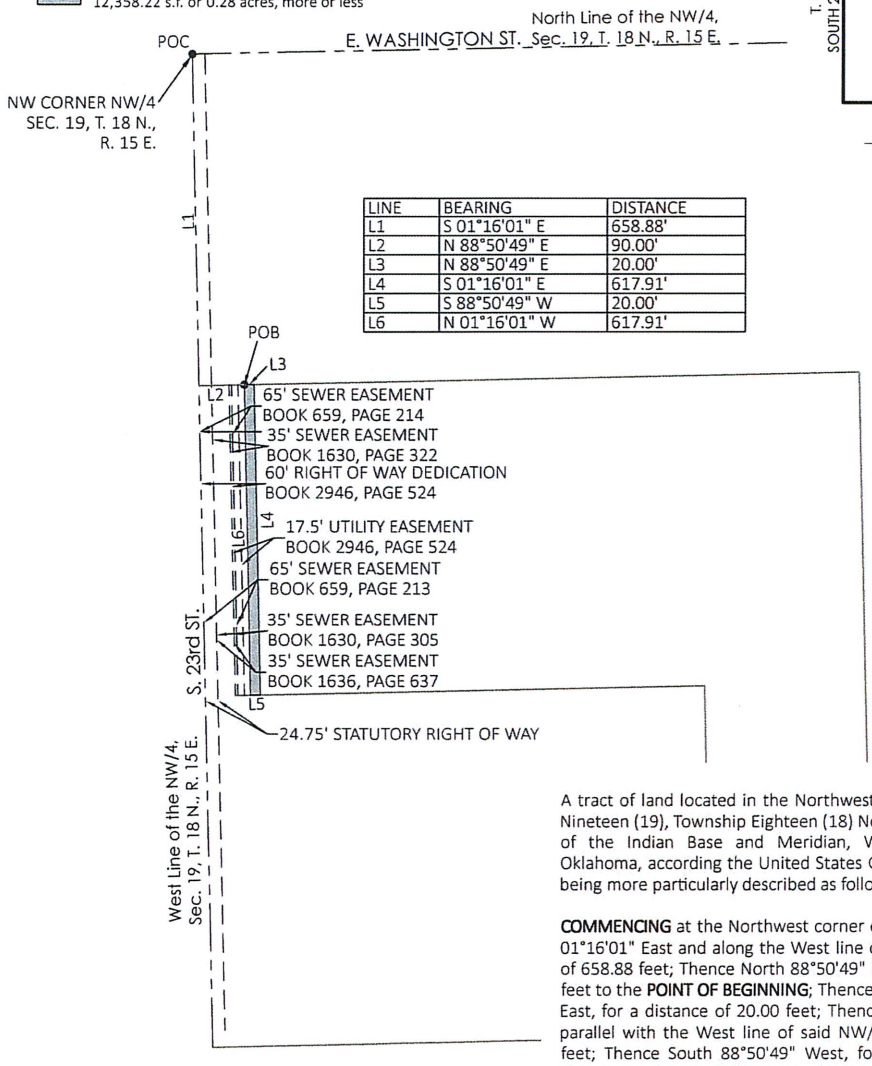


LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

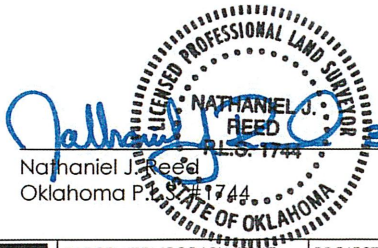
Temporary Easement
12,358.22 s.f. or 0.28 acres, more or less



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	658.88'
L2	N 88°50'49" E	90.00'
L3	N 88°50'49" E	20.00'
L4	S 01°16'01" E	617.91'
L5	S 88°50'49" W	20.00'
L6	N 01°16'01" W	617.91'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 658.88 feet; Thence North 88°50'49" East, for a distance of 90.00 feet to the **POINT OF BEGINNING**; Thence continuing North 88°50'49" East, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 617.91 feet; Thence South 88°50'49" West, for a distance of 20.00 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 617.91 feet to the **POINT OF BEGINNING.**



3.14.2025

Nathaniel J. Reed
Oklahoma P.L.S. 1744

Date

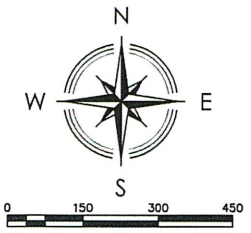
BROKEN ARROW
Where opportunity lives

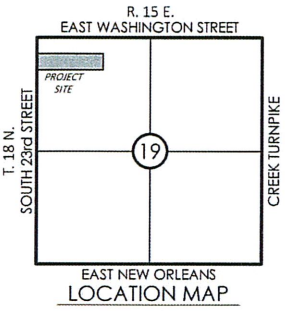
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2025

PARCEL: TEMPORARY ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 37.1	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

EXHIBIT "A"
TEMPORARY EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730005637
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)

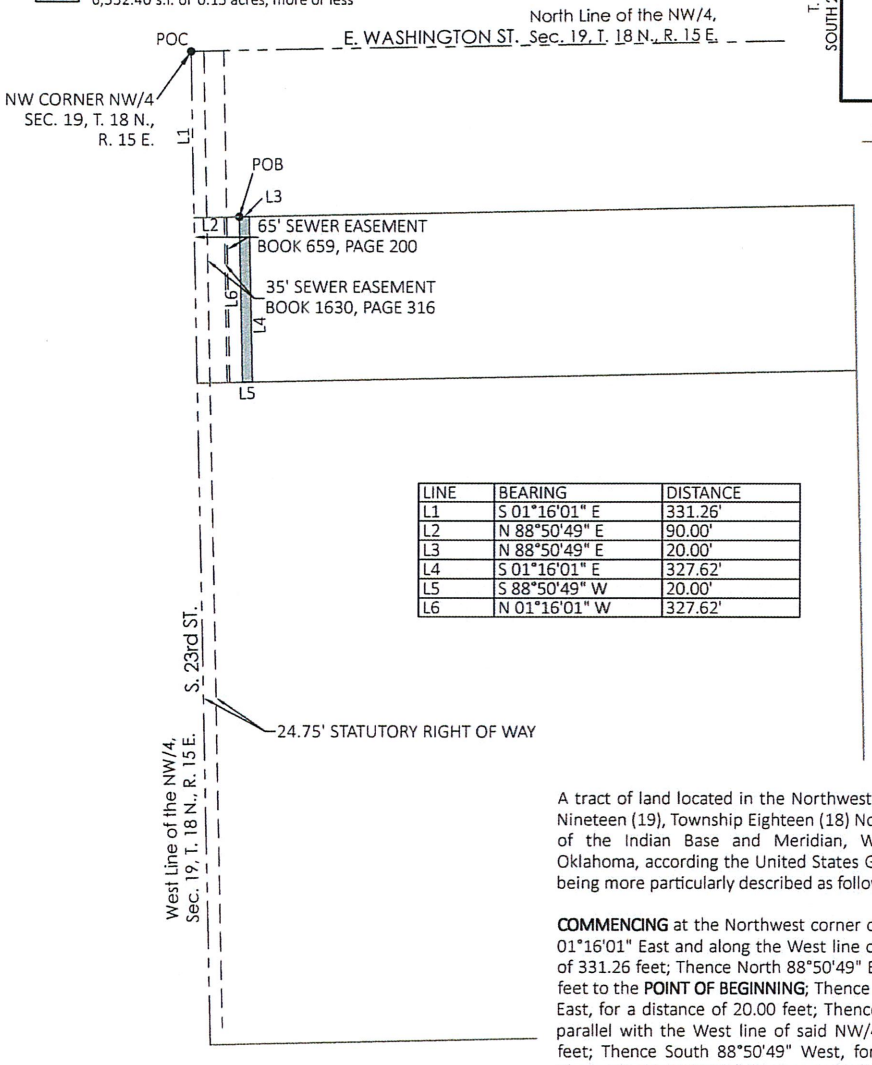




LOCATION MAP

LEGEND

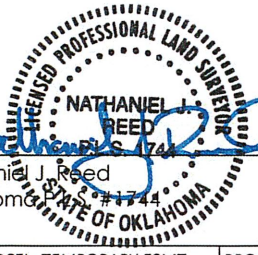
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Easement
6,552.40 s.f. or 0.15 acres, more or less



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	331.26'
L2	N 88°50'49" E	90.00'
L3	N 88°50'49" E	20.00'
L4	S 01°16'01" E	327.62'
L5	S 88°50'49" W	20.00'
L6	N 01°16'01" W	327.62'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 331.26 feet; Thence North 88°50'49" East, for a distance of 90.00 feet to the **POINT OF BEGINNING**; Thence continuing North 88°50'49" East, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 327.62 feet; Thence South 88°50'49" West, for a distance of 20.00 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 327.62 feet to the **POINT OF BEGINNING.**



3.14.2025
Nathaniel J. Reed
Oklahoma P.L.S. #1744
Date

BROKEN ARROW
Where opportunity lives

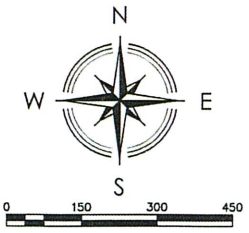
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

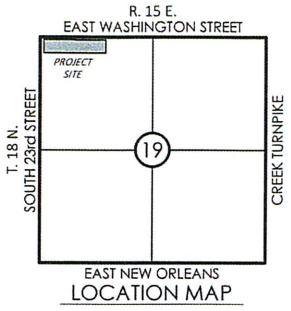
PARCEL: TEMPORARY ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 38.1	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

EXHIBIT "A"
TEMPORARY EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730096836

STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



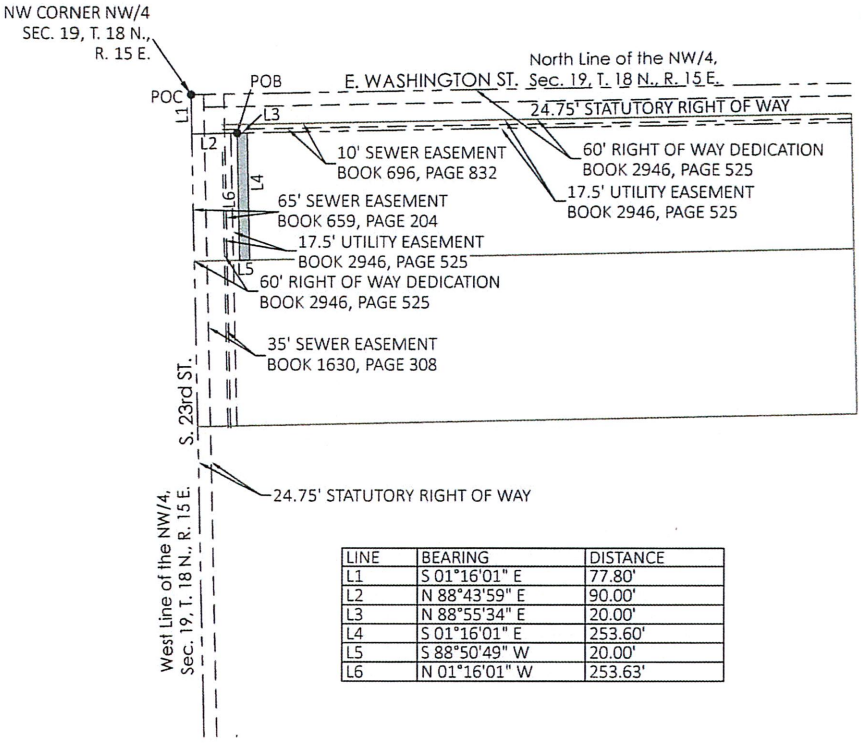


LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

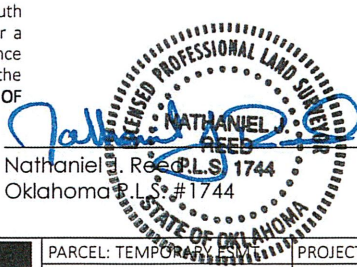
Temporary Easement
5,072.35 s.f. or 0.12 acres, more or less



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	77.80'
L2	N 88°43'59" E	90.00'
L3	N 88°55'34" E	20.00'
L4	S 01°16'01" E	253.60'
L5	S 88°50'49" W	20.00'
L6	N 01°16'01" W	253.63'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 77.80 feet; Thence North 88°43'59" East and perpendicular to the West line of said NW/4, for a distance of 90.00 feet to the **POINT OF BEGINNING**; Thence North 88°55'34" East and parallel with the North line of said NW/4, for a distance of 20.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 253.60 feet; Thence South 88°50'49" West, for a distance of 20.00 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 253.63 feet to the **POINT OF BEGINNING.**



Nathaniel J. Reed P.L.S. 1744 — 3.14.2025
Nathaniel J. Reed P.L.S. #1744 — Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: TEMPORARY EASEMENT	PROJECT No.: 161027
	DATE: MARCH 2025
DRAWING: PARCEL 39.1	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **BA BROWN, LLC** (Property), 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 6th day of April, 2026.

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

(Property) BA Brown, LLC

By: _____
Kelley Rash, Managing Member

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared Kelley Rash, as Managing Member of BA Brown, LLC, 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.

* Property

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

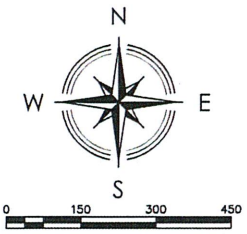
Attest:

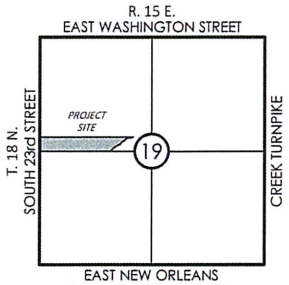
City Clerk

Engineer: EUR Date: 4/7/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcels 29.0, 35.0, 37.0, 38.0, and 39.0

EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730007031
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)





LOCATION MAP

LEGEND

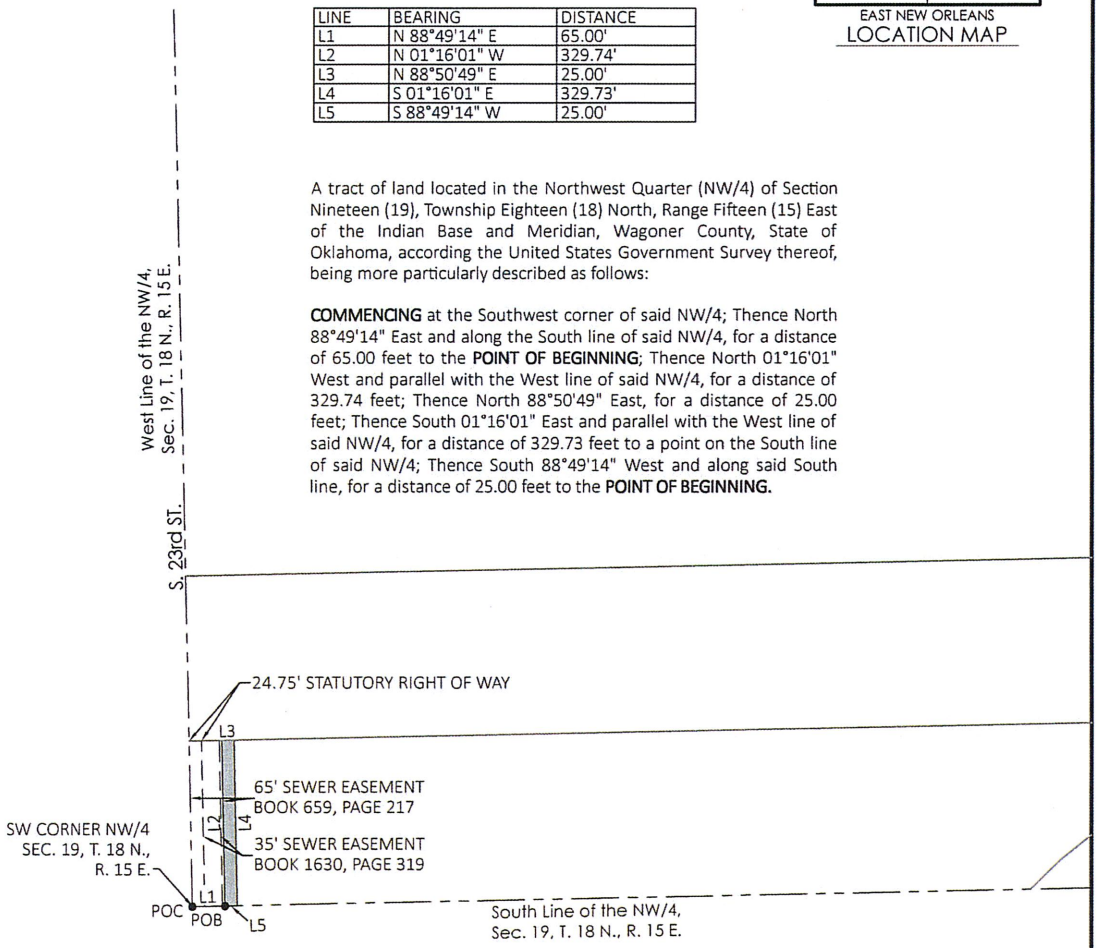
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

Permanent Easement
8,243.30 s.f. or 0.19 acres, more or less

LINE	BEARING	DISTANCE
L1	N 88°49'14" E	65.00'
L2	N 01°16'01" W	329.74'
L3	N 88°50'49" E	25.00'
L4	S 01°16'01" E	329.73'
L5	S 88°49'14" W	25.00'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 88°49'14" East and along the South line of said NW/4, for a distance of 65.00 feet to the **POINT OF BEGINNING**; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 329.74 feet; Thence North 88°50'49" East, for a distance of 25.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 329.73 feet to a point on the South line of said NW/4; Thence South 88°49'14" West and along said South line, for a distance of 25.00 feet to the **POINT OF BEGINNING.**



Nathaniel J. Reed
Oklahoma P.L.S. #1744

3.14.2025
Date

OKLAHOMA LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
1744
STATE OF OKLAHOMA

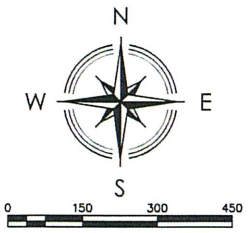
BROKEN ARROW
Where opportunity lives

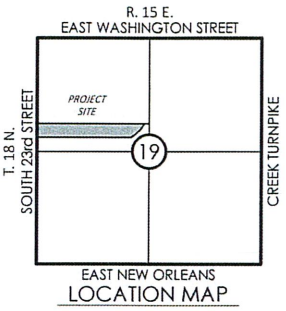
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2025

PARCEL: PERMANENT ESMT	PROJECT No.: 161027
	DATE: MARCH 2025
DRAWING: PARCEL 29.0	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION: MARCH 2025	SHEET NO.: 1 OF 1

EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730007030
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)





LOCATION MAP

LEGEND

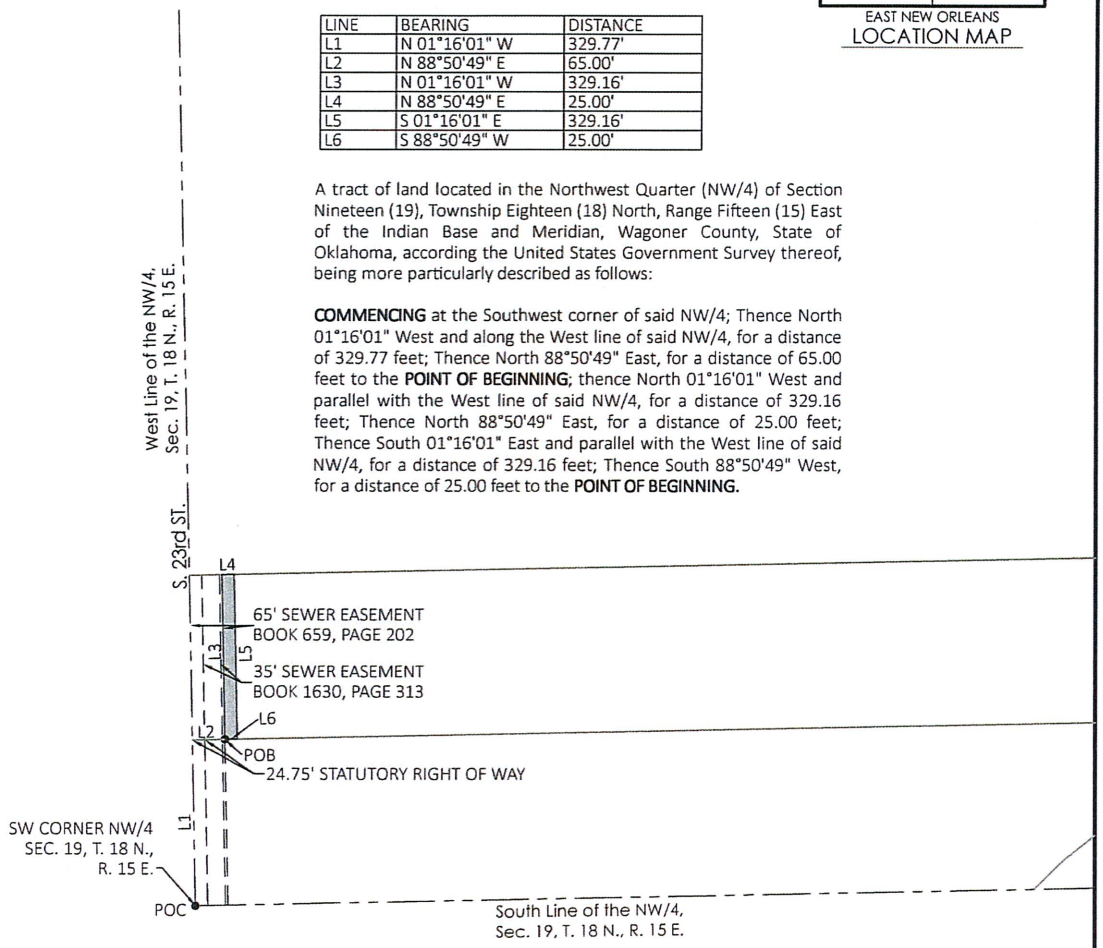
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

Permanent Easement
8,229.05 s.f. or 0.19 acres, more or less

LINE	BEARING	DISTANCE
L1	N 01°16'01" W	329.77'
L2	N 88°50'49" E	65.00'
L3	N 01°16'01" W	329.16'
L4	N 88°50'49" E	25.00'
L5	S 01°16'01" E	329.16'
L6	S 88°50'49" W	25.00'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said NW/4; Thence North 01°16'01" West and along the West line of said NW/4, for a distance of 329.77 feet; Thence North 88°50'49" East, for a distance of 65.00 feet to the **POINT OF BEGINNING**; thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 329.16 feet; Thence North 88°50'49" East, for a distance of 25.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 329.16 feet; Thence South 88°50'49" West, for a distance of 25.00 feet to the **POINT OF BEGINNING.**



LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
O.K.L.S. 1744
STATE OF OKLAHOMA

Nathaniel J. Reed
Oklahoma P.L.S. #1744

3.14.2025
Date

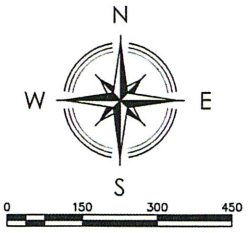
BROKEN ARROW
Where opportunity lives

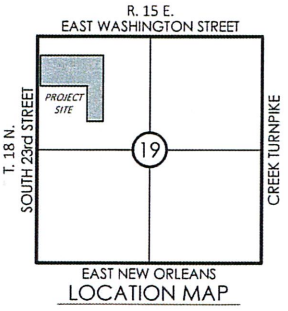
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: PERMANENT ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 35.0	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730096149
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



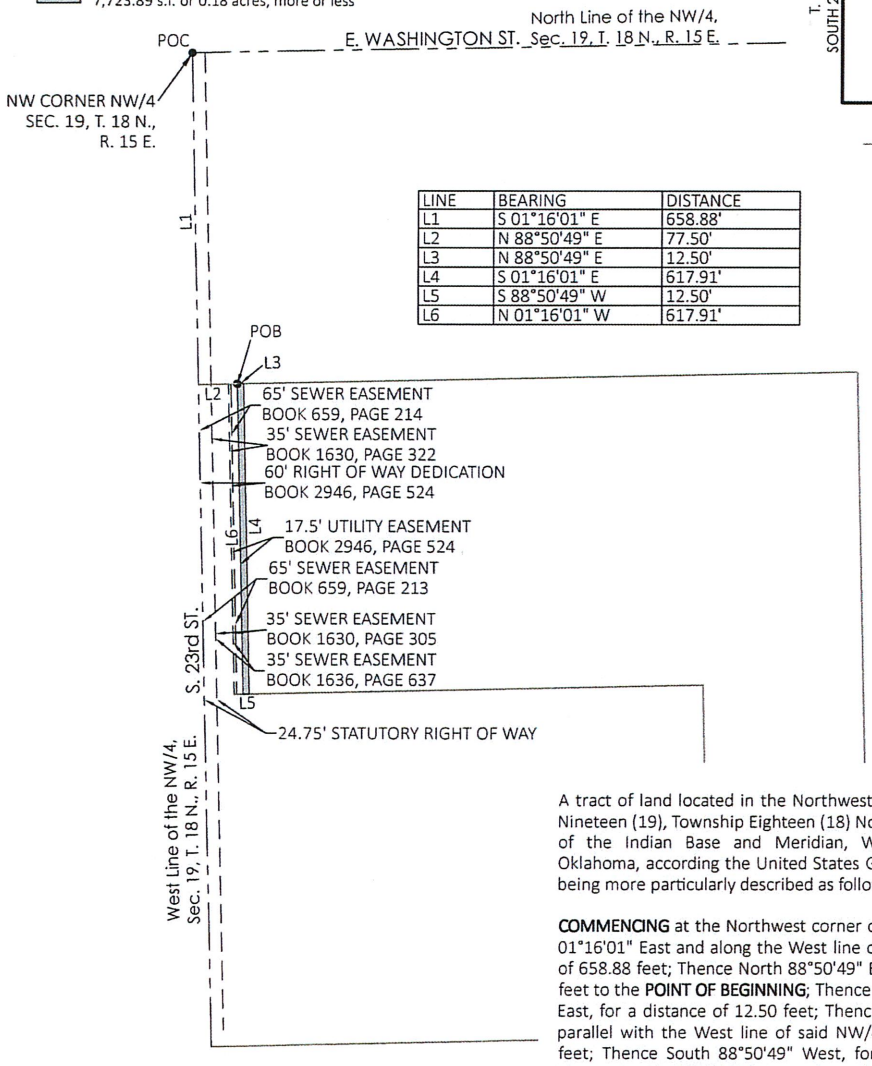


LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

Permanent Easement
7,723.89 s.f. or 0.18 acres, more or less



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	658.88'
L2	N 88°50'49" E	77.50'
L3	N 88°50'49" E	12.50'
L4	S 01°16'01" E	617.91'
L5	S 88°50'49" W	12.50'
L6	N 01°16'01" W	617.91'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 658.88 feet; Thence North 88°50'49" East, for a distance of 77.50 feet to the **POINT OF BEGINNING**; Thence continuing North 88°50'49" East, for a distance of 12.50 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 617.91 feet; Thence South 88°50'49" West, for a distance of 12.50 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 617.91 feet to the **POINT OF BEGINNING.**

LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
P.L.S. 1744
STATE OF OKLAHOMA

3.14.2025

Nathaniel J. Reed
Oklahoma P.L.S. #1744

Date

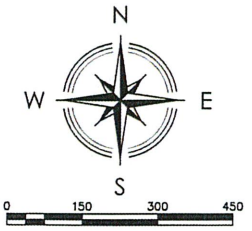
BROKEN ARROW
Where opportunity lives

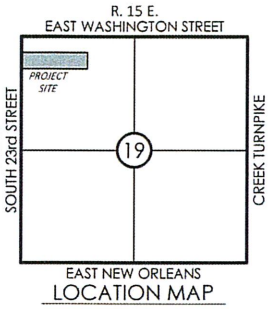
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(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2025

PARCEL: PERMANENT ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 37.0	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730005637
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



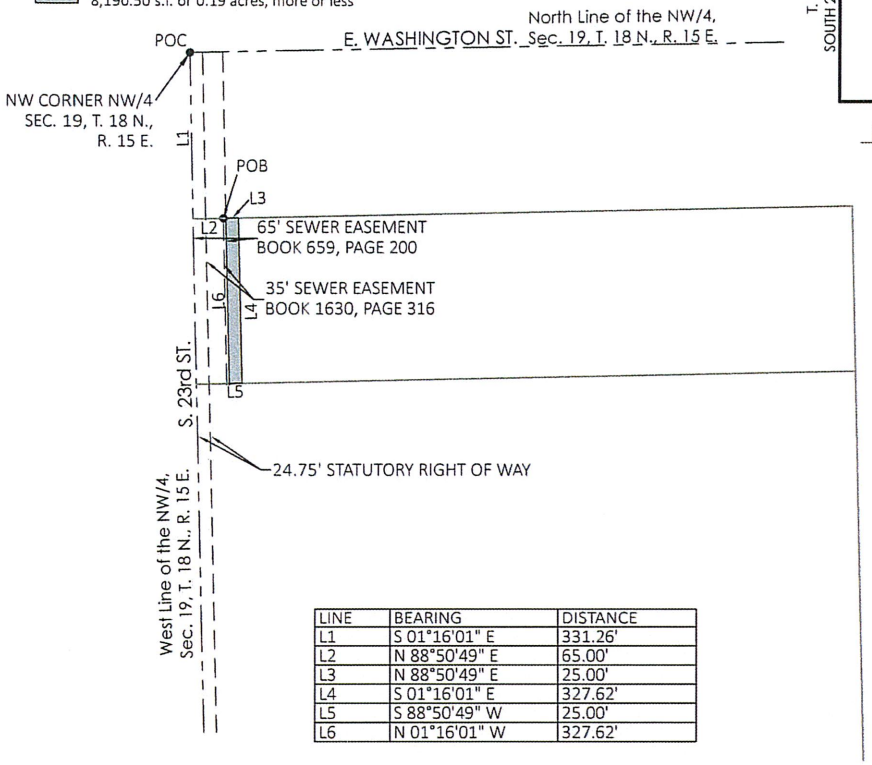


LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

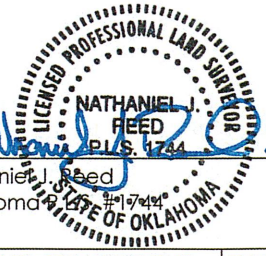
Permanent Easement
8,190.50 s.f. or 0.19 acres, more or less



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	331.26'
L2	N 88°50'49" E	65.00'
L3	N 88°50'49" E	25.00'
L4	S 01°16'01" E	327.62'
L5	S 88°50'49" W	25.00'
L6	N 01°16'01" W	327.62'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 331.26 feet; Thence North 88°50'49" East, for a distance of 65.00 feet to the **POINT OF BEGINNING**; Thence continuing North 88°50'49" East, for a distance of 25.00 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 327.62 feet; Thence South 88°50'49" West, for a distance of 25.00 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 327.62 feet to the **POINT OF BEGINNING.**



3-14-2025

Nathaniel J. Reed
Oklahoma P.L.S. #1744

Date

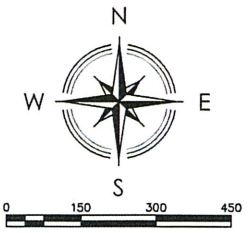
BROKEN ARROW
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SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2025

PARCEL: PERMANENT ESMT.	PROJECT No.: 161027
DRAWING: PARCEL 38.0	DATE: MARCH 2025
	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

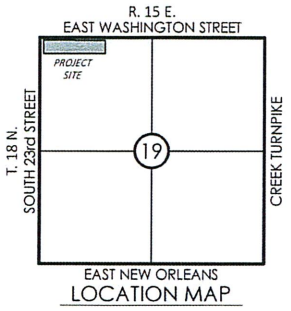
EXHIBIT "A"
PERMANENT EASEMENT

OWNER:
B.A. Brown Property, LLC
PROPERTY ID:
730096836
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)

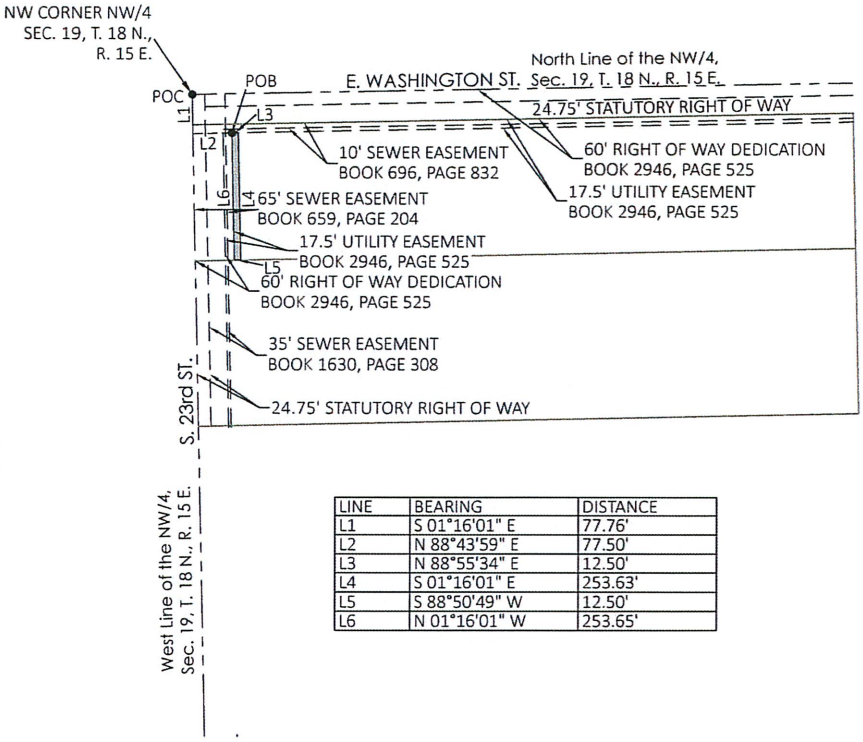


LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
3,170.50 s.f. or 0.07 acres, more or less



LOCATION MAP



LINE	BEARING	DISTANCE
L1	S 01°16'01" E	77.76'
L2	N 88°43'59" E	77.50'
L3	N 88°55'34" E	12.50'
L4	S 01°16'01" E	253.63'
L5	S 88°50'49" W	12.50'
L6	N 01°16'01" W	253.65'

A tract of land located in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said NW/4; Thence South 01°16'01" East and along the West line of said NW/4, for a distance of 77.76 feet; Thence North 88°43'59" East and perpendicular to the West line of said NW/4, for a distance of 77.50 feet to the **POINT OF BEGINNING**; Thence North 88°55'34" East and parallel with the North line of said NW/4, for a distance of 12.50 feet; Thence South 01°16'01" East and parallel with the West line of said NW/4, for a distance of 253.63 feet; Thence South 88°50'49" West, for a distance of 12.50 feet; Thence North 01°16'01" West and parallel with the West line of said NW/4, for a distance of 253.65 feet to the **POINT OF BEGINNING.**



Nathaniel J. Reed
Oklahoma P.L.S. #1744

3.14.2025
Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2025

PARCEL: PERMANENT EASEMENT	PROJECT No.: 161027
	DATE: MARCH 2025
DRAWING: PARCEL 39.0	DRAWN: JLN
	SCALE: 1:300'
	CHECKED: NJR
REVISION:	SHEET NO.: 1 OF 1

City of Broken Arrow

Request for Action

File #: 26-537, **Version:** 1

Broken Arrow City Council
Meeting of: 4-21-2026

Title:

Acceptance of a Utility Easement for Parcel 14.0 and a Temporary Construction Easement for Parcel 14.1, consisting of 0.009 Acres of permanent utility easement and 0.008 Acres of temporary construction easement, respectively, from Broken Arrow Municipal Authority, the owner, on property generally located in the northeast corner of the intersection of New Orleans Street and South 9th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 14.0 (Project No. S.26040)

Background:
The properties in the attached Utility Easement and Temporary Construction Easement are being donated to the City of Broken Arrow, a municipal corporation, from Broken Arrow Municipal Authority, the owner. Parcel 14.0 consists of 0.009 Acres of permanent utility easement, and Parcel 14.1 consist of 0.008 Acres of temporary construction easement, generally located in the northeast corner of the intersection of New Orleans Street and South 9th Street in Broken Arrow, Oklahoma in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary Construction Easement

Recommendation:

Accept the Utility Easement and Temporary Construction Easement.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the 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 February 2026.

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Debra Wimpee, Chairperson

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of February, 2026, personally appeared Debra Wimpee, Chairperson of the Broken Arrow Municipal Authority to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairperson and acknowledged to me that she executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

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

LISA BLACKFORD NOTARY PUBLIC #14002911 EXP. 03/24/26 STATE OF OKLAHOMA

Lisa Blackford
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 4/15/26
Project: S.26040 Parcel 14.1
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE

EXHIBIT
of
5' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL–14.1 T.C.E.

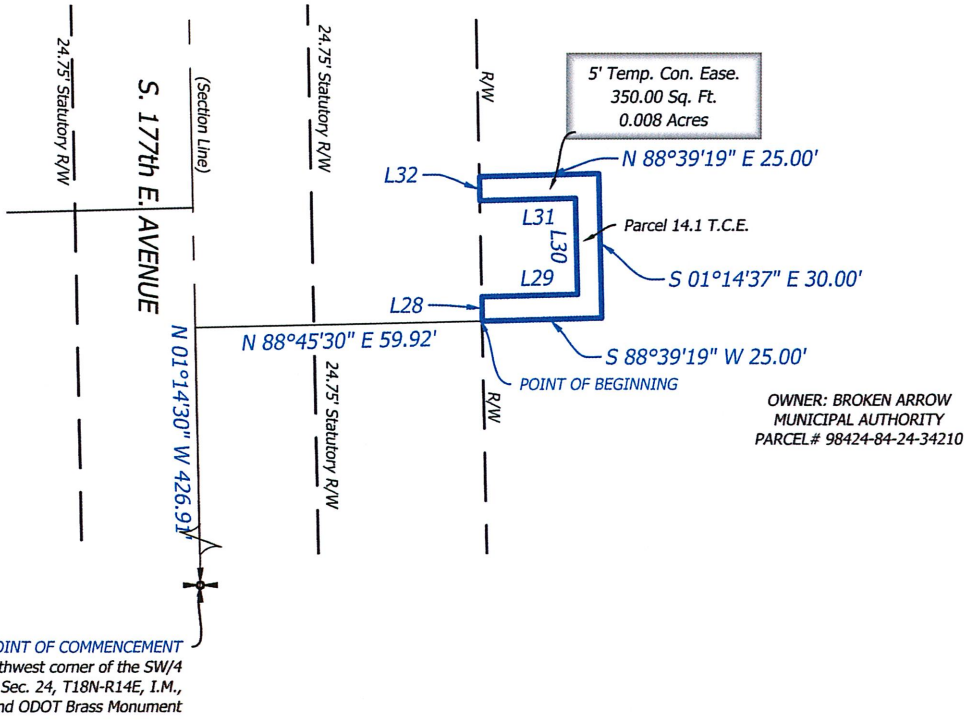
PARCEL: TEMP. CONST. ESMT.

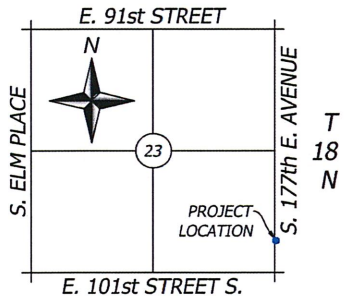
EASEMENT PARCEL: 14.1 T.C.E.

CITY PROJECT NO.
S.26040

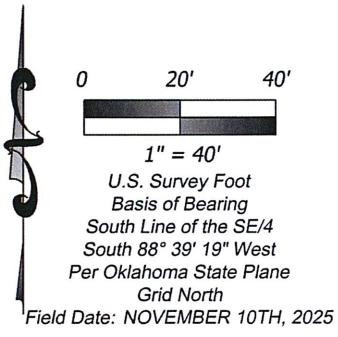
OWNER:
BROKEN ARROW
MUNICIPAL AUTHORITY

PARCEL #
98424-84-24-34210





Not To Scale



U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
South 88° 39' 19" West
Per Oklahoma State Plane
Grid North
Field Date: NOVEMBER 10TH, 2025

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

Line Table		
Line #	Direction	Length
L28	N 01°14'37" W	5.00'
L29	N 88°39'19" E	20.00'
L30	N 01°14'37" W	20.00'
L31	S 88°39'19" W	20.00'
L32	N 01°14'37" W	5.00'

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By

GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Sheet 2 Of 3

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 4:13:06 PM; Plot Date: 4/7/2026; Login: James Phelps

LEGAL DESCRIPTIONS
of
20' x 20' UTILITY EASEMENT
EASEMENT PARCEL 14.0 U/E &
5' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 14.1 T.C.E.

PARCEL: PERMANENT ESMT.

EASEMENT PARCEL: 14.0 U/E

PARCEL: TEMP. CONST. ESMT.

EASEMENT PARCEL: 14.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
BROKEN ARROW
MUNICIPAL AUTHORITY

PARCEL #
98424-84-24-34210

LEGAL DESCRIPTION

20' x 20' Utility Easement

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW/4) of Section Twenty-four (24); Thence N01°14'30"W along the West line of said SW/4 a distance of 431.91 feet; Thence N88°45'30"E a distance of 59.92 feet to a point on the East right-of-way line of S. 177th E. Avenue and to the POINT OF BEGINNING; Thence N01°14'37"W along said East right-of-way line a distance of 20.00 feet; Thence N88°39'19"E a distance of 20.00 feet; Thence S01°14'37"E a distance of 20.00 feet; Thence S88°39'19"W a distance of 20.00 feet to a point on said East right-of-way line and to the POINT OF BEGINNING.

Containing 400.00 Sq. Ft. or 0.009 Acres, more or less.

AND

5' Temporary Construction Easement

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW/4) of Section Twenty-four (24); Thence N01°14'30"W along the West line of said SW/4 a distance of 426.91 feet; Thence N88°45'30"E a distance of 59.92 feet to a point on the East right-of-way line of S. 177th E. Avenue and to the POINT OF BEGINNING; Thence N01°14'37"W along said East right-of-way line a distance of 5.00 feet; Thence N88°39'19"E a distance of 20.00 feet; Thence N01°14'37"W a distance of 20.00 feet; Thence S88°39'19"W a distance of 20.00 feet to a point on said East right-of-way line; Thence N01°14'37"W along said East right-of-way line a distance of 5.00 feet; Thence N88°39'19"E a distance of 25.00 feet; Thence S01°14'37"E a distance of 30.00 feet; Thence S88°39'19"W a distance of 25.00 feet to a point on said East right-of-way line and to the POINT OF BEGINNING.

Containing 350.00 Sq. Ft. or 0.008 Acres, more or less.

Legal Description prepared on April 7, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 7 day of April, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY
DEE
1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 4:13:06 PM; Plot Date: 4/7/2026; Login: James Phelps

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **BROKEN ARROW MUNICIPAL AUTHORITY**, the owner 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 3rd day of February, 2026.

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Debra Wimpee, Chairperson

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

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of February, 2026, personally appeared Debra Wimpee, Chairperson of the Broken Arrow Municipal Authority to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairperson and acknowledged to me that she executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

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

LISA BLACKFORD NOTARY PUBLIC #14002911 EXP. 03/24/2026 STATE OF OKLAHOMA

Lisa Blackford
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTS Date: 2/5/26
Project: S.26040 Parcel 14.0
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE

EXHIBIT
of
20' x 20' UTILITY EASEMENT
EASEMENT PARCEL–14.0 U/E

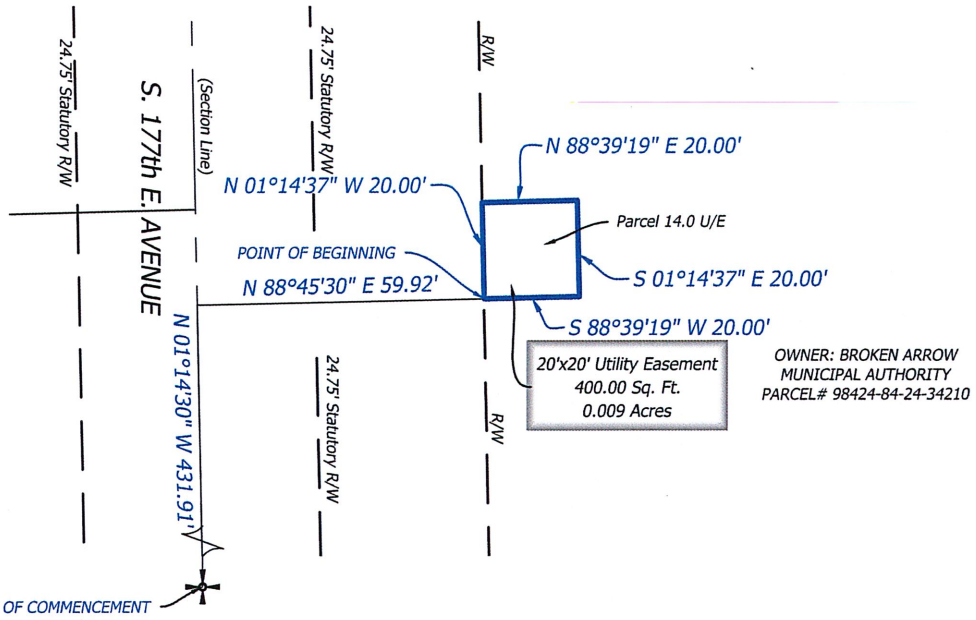
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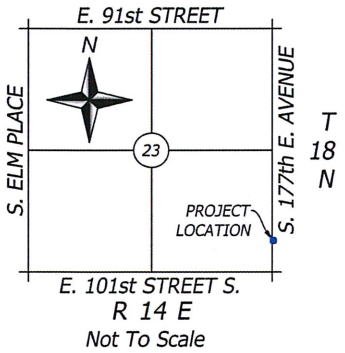
EASEMENT PARCEL: 14.0 U/E

CITY PROJECT NO.
S.26040

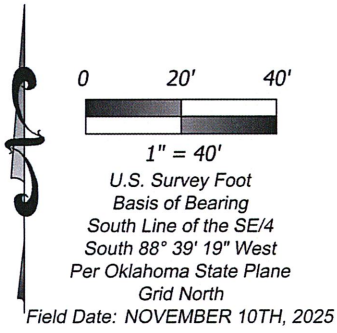
OWNER:
BROKEN ARROW
MUNICIPAL AUTHORITY

PARCEL #
98424-84-24-34210





Not To Scale



1" = 40'
U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
South 88° 39' 19" West
Per Oklahoma State Plane
Grid North
Field Date: NOVEMBER 10TH, 2025

LEGEND
- 20' UTILITY EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

Line Table		
Line #	Direction	Length
L26	N 01°14'37" W	20.00'
L27	S 01°14'30" E	20.00'

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee
Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Sheet 1 Of 3

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 4:13:06 PM; Plot Date: 4/7/2026; Login: James Phelps

LEGAL DESCRIPTIONS
of
20' x 20' UTILITY EASEMENT
EASEMENT PARCEL 14.0 U/E &
5' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 14.1 T.C.E.

PARCEL: PERMANENT ESMT.
EASEMENT PARCEL: 14.0 U/E

PARCEL: TEMP. CONST. ESMT.
EASEMENT PARCEL: 14.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
BROKEN ARROW
MUNICIPAL AUTHORITY

PARCEL #
98424-84-24-34210

LEGAL DESCRIPTION

20' x 20' Utility Easement

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW/4) of Section Twenty-four (24); Thence N01°14'30"W along the West line of said SW/4 a distance of 431.91 feet; Thence N88°45'30"E a distance of 59.92 feet to a point on the East right-of-way line of S. 177th E. Avenue and to the POINT OF BEGINNING; Thence N01°14'37"W along said East right-of-way line a distance of 20.00 feet; Thence N88°39'19"E a distance of 20.00 feet; Thence S01°14'37"E a distance of 20.00 feet; Thence S88°39'19"W a distance of 20.00 feet to a point on said East right-of-way line and to the POINT OF BEGINNING.

Containing 400.00 Sq. Ft. or 0.009 Acres, more or less.

AND

5' Temporary Construction Easement

A tract of land lying in the Southwest Quarter (SW/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southwest corner of said Southwest Quarter (SW/4) of Section Twenty-four (24); Thence N01°14'30"W along the West line of said SW/4 a distance of 426.91 feet; Thence N88°45'30"E a distance of 59.92 feet to a point on the East right-of-way line of S. 177th E. Avenue and to the POINT OF BEGINNING; Thence N01°14'37"W along said East right-of-way line a distance of 5.00 feet; Thence N88°39'19"E a distance of 20.00 feet; Thence N01°14'37"W a distance of 20.00 feet; Thence S88°39'19"W a distance of 20.00 feet to a point on said East right-of-way line; Thence N01°14'37"W along said East right-of-way line a distance of 5.00 feet; Thence N88°39'19"E a distance of 25.00 feet; Thence S01°14'37"E a distance of 30.00 feet; Thence S88°39'19"W a distance of 25.00 feet to a point on said East right-of-way line and to the POINT OF BEGINNING.

Containing 350.00 Sq. Ft. or 0.008 Acres, more or less.

Legal Description prepared on April 7, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 7 day of April, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY
DEE
1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
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City of Broken Arrow

Request for Action

File #: 26-552, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Acceptance of a Utility Easement for Parcel 11.0 and a Temporary Construction Easement for Parcel 11.1, consisting of 0.125 Acres of permanent utility easement and 0.062 Acres of temporary construction easement, respectively, on property located at 500 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, dated May 21, 1997, and authorization of payment in the amount of $7,000.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 11.0 and 11.1 (Project No. S.26040)

Background:
The properties in the attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, from Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, dated May 21, 1997, the owner. Parcel 11.0 consists of 0.125 Acres of permanent utility easement, and Parcel 11.1 consists of 0.062 Acres of temporary construction easement, located at 500 East New Orleans Street in Broken Arrow, Oklahoma in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, dated May 21, 1997, have accepted the following offer, made subject to City Council approval:

Parcel 11.0
Permanent Utility Easement: 0.125 Acres @ $70,000/Acre x 75% = $6,563
Parcel 11.1
Temporary Construction Easement: 0.062 Acres @ $70,000/Acre x 10% = $420

Total Just Compensation Amount (Rounded) = $7,000

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the May 5, 2026 City Council Claims List.

Cost: $7,000.00

Funding Source: Fund 350/351

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

Approved By: City Manager's Office

Attachments: Acceptance letter
Affidavit

Conditions and Request for Payment
Utility Easement
Temporary Construction Easement

Recommendation:

Accept the Utility Easement and Temporary Construction Easement and authorize payment.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

RECEIVED
MAR 31 2026

March 16, 2026

LENARD A. POPLIN & ROSELLA POPLIN, TRUSTEES
500 E NEW ORLEANS ST
BROKEN ARROW, OK 74012

RE: NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
BROKEN ARROW PROJECT NO. S.26040 PARCEL NOs. 11.0 & 11.1

PROPERTY LOCATION: 490 E NEW ORLEANS ST S BROKEN ARROW, OK 74012

Mr. & Mrs. Poplin:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Parcel 11.0
Permanent Utility Easement: 0.125 Acres @ $70,000/Acre x 75% = $6,563

Parcel 11.1
Temporary Construction Easement: 0.062 Acres @ $70,000/Acre x 10% = $420

Total Just Compensation Amount (Rounded) = $7,000

By your signature on this letter, you have accepted the City's offer of $7,000.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 539.529.4970

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao

Lenard A Poplin

Rosella C Poplin

Date: 3-26-26

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

PopLin Rep
LENARD A. ~~POLIN~~ LIVING TRUST
Dated May 21, 1997

Lenard A Poplin
Lenard A. Poplin, Trustee

Rosella C Poplin
Rosella C. Poplin, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

13th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of April, 2026, personally appeared Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, Dated May 21, 1997, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

Deborah Kidd
NOTARY PUBLIC

DEBORAH KIDD NOTARY PUBLIC COMM. EXP. 03-18-2027 19002841 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

_____

_____

Terms for Payment:

Owner's request for payment in the amount of: $7,000.00

Owner's Mailing Address: 500 E NEW ORLEANS

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: LENARD A. POPLIN LIVING TRUST

Signature/Date:

Owner/s: Lenard A Poplin Date: 4-13-26

Rosella C Poplin Date: 4-13-26

Agent: [signature] Date: 4-15-26

Project: S.26040 NEW ORLEANS & 9TH STREET SANITARY SEWER LINE Parcels 11.0 & 11.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **LENARD A. POPLIN AND ROSELLA C. POPLIN, AS TRUSTEES OF THE LENARD A. POPLIN LIVING TRUST, DATED MAY 21, 1997**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the 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 13th day of April, 2026.

Poplin RCP

LENARD A. ~~POLIN~~ LIVING TRUST,
Dated May 21, 1997

X Lenard A Poplin
Lenard A. Poplin, Trustee

Rosella C Poplin
Rosella C. Poplin, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

13th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of April, 2026, personally appeared Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, Dated May 21, 1997, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

DEBORAH KIDD NOTARY PUBLIC COMM. EXP. 03-18-2027 19002841 IN AND FOR STATE OF OKLAHOMA TULSA COUNTY

Deborah Kidd
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 4/15/26
Project: S.26040 Parcel 11.1
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE

LEGAL DESCRIPTIONS
of
20' UTILITY EASEMENT
EASEMENT PARCEL 11.0 U/E &
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 11.1 T.C.E.

PARCEL: PERMANENT ESMT.

EASEMENT PARCEL: 11.0 U/E

PARCEL: TEMP. CONST. ESMT.

EASEMENT PARCEL: 11.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
LENARD & ROSELLA POPLINE

PARCEL #
98423-84-23-46100

LEGAL DESCRIPTION

20' Utility Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1316.75 feet; Thence N01°19'54"W a distance of 319.53 feet to the POINT OF BEGINNING; Thence continuing N01°19'54"W a distance of 20.02 feet; Thence N86°17'50"E a distance of 49.48 feet; Thence N71°02'26"E a distance of 222.46 feet; Thence S01°15'18"E a distance of 20.99 feet; Thence S71°02'26"W a distance of 218.75 feet; Thence S86°17'50"W a distance of 52.98 feet to the POINT OF BEGINNING.

Containing 5,436.69 Sq. Ft. or 0.125 Acres, more or less.

AND

10' Temporary Construction Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1316.75 feet; Thence N01°19'54"W a distance of 339.55 feet to the POINT OF BEGINNING; Thence continuing N01°19'54"W a distance of 10.01 feet; Thence N86°17'50"E a distance of 47.72 feet; Thence N71°02'26"E a distance of 224.31 feet; Thence S01°15'18"E a distance of 10.50 feet; Thence S71°02'26"W a distance of 222.46 feet; Thence S86°17'50"W a distance of 49.48 feet to the POINT OF BEGINNING.

Containing 2,719.84 Sq. Ft. or 0.062 Acres, more or less.

Legal Description prepared on January 29, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 29 day of January, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY
DEE
1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
January 29, 2026

Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 252462
Plot Date: January 29, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 1/29/2026 10:53:10 AM; Plot Date: 1/29/2026; Login: James Phelps

EXHIBIT
of
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL–11.1 T.C.E.

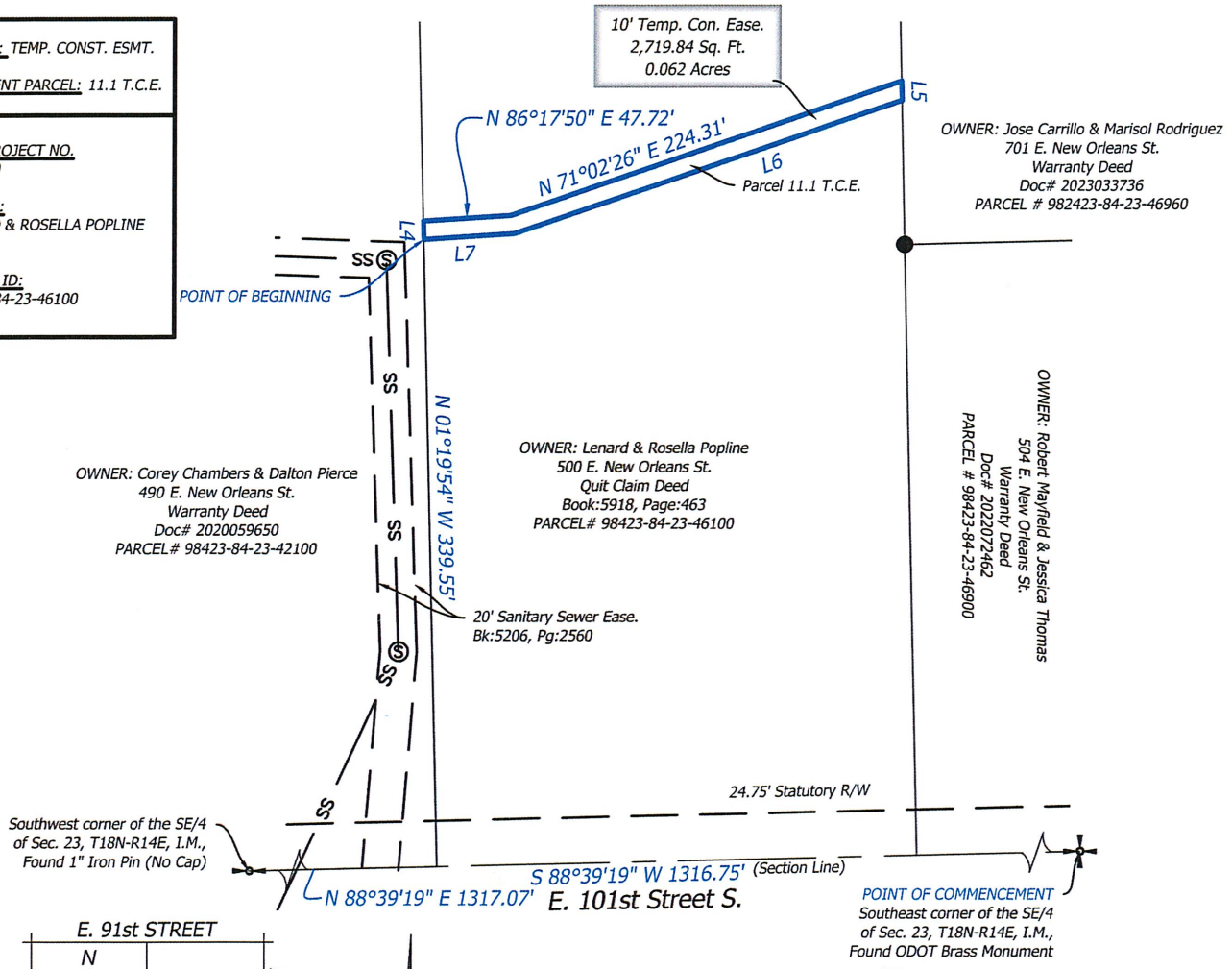
PARCEL: TEMP. CONST. ESMT.

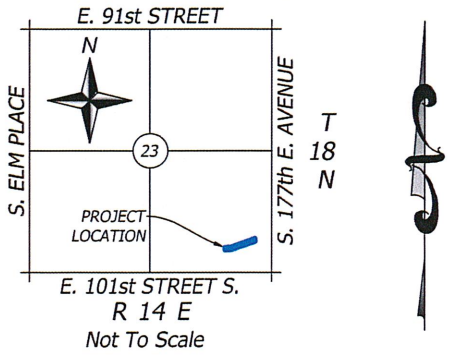
EASEMENT PARCEL: 11.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
LENARD & ROSELLA POPLINE

PARCEL ID:
98423-84-23-46100





0 50' 100'

1" = 100'
U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
South 88° 39' 19" West
Per Oklahoma State Plane
Grid North
Field Date: NOVEMBER 10TH, 2025

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

Line Table		
Line #	Direction	Length
L4	N 01°19'54" W	10.01'
L5	S 01°15'18" E	10.50'
L6	S 71°02'26" W	222.46'
L7	S 86°17'50" W	49.48'

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
January 29, 2026

Prepared By

GOLDEN LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
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Drafted by: JP GLS Job No.: 252462
Plot Date: January 29, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 1/29/2026 10:53:10 AM; Plot Date: 1/29/2026; Login: James Phelps

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **LENARD A. POPLIN AND ROSELLA C. POPLIN, AS TRUSTEES OF THE LENARD A. POPLIN LIVING TRUST, DATED MAY 21, 1997**, the owner 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 13 day of April, 2026.

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

Poplin RCP
LENARD A. ~~POLIN~~ LIVING TRUST,
Dated ~~May 21, 1997~~

Lenard A Poplin

Lenard A. Poplin, Trustee

Rosella C Poplin

Rosella C. Poplin, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13th day of April, 2026, personally appeared Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, Dated May 21, 1997, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

DEBORAH KIDD
NOTARY PUBLIC
COMM. EXP.
03-18-2027
19002841
IN AND
FOR
STATE OF OKLAHOMA
TULSA COUNTY

Deborah Kidd
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 4/15/26
Project: S.26040 Parcel 11.0
NEW ORLEANS & 9TH STREET SANITARY SEWER LINE

LEGAL DESCRIPTIONS
of
20' UTILITY EASEMENT
EASEMENT PARCEL 11.0 U/E &
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 11.1 T.C.E.

PARCEL: PERMANENT ESMT.

EASEMENT PARCEL: 11.0 U/E

PARCEL: TEMP. CONST. ESMT.

EASEMENT PARCEL: 11.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
LENARD & ROSELLA POPLINE

PARCEL #
98423-84-23-46100

LEGAL DESCRIPTION

20' Utility Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1316.75 feet; Thence N01°19'54"W a distance of 319.53 feet to the POINT OF BEGINNING; Thence continuing N01°19'54"W a distance of 20.02 feet; Thence N86°17'50"E a distance of 49.48 feet; Thence N71°02'26"E a distance of 222.46 feet; Thence S01°15'18"E a distance of 20.99 feet; Thence S71°02'26"W a distance of 218.75 feet; Thence S86°17'50"W a distance of 52.98 feet to the POINT OF BEGINNING.

Containing 5,436.69 Sq. Ft. or 0.125 Acres, more or less.

AND

10' Temporary Construction Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1316.75 feet; Thence N01°19'54"W a distance of 339.55 feet to the POINT OF BEGINNING; Thence continuing N01°19'54"W a distance of 10.01 feet; Thence N86°17'50"E a distance of 47.72 feet; Thence N71°02'26"E a distance of 224.31 feet; Thence S01°15'18"E a distance of 10.50 feet; Thence S71°02'26"W a distance of 222.46 feet; Thence S86°17'50"W a distance of 49.48 feet to the POINT OF BEGINNING.

Containing 2,719.84 Sq. Ft. or 0.062 Acres, more or less.

Legal Description prepared on January 29, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 29 day of January, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY
DEE
1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
January 29, 2026

Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 252462
Plot Date: January 29, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 1/29/2026 10:53:10 AM; Plot Date: 1/29/2026; Login: James Phelps

EXHIBIT
of
20' UTILITY EASEMENT
EASEMENT PARCEL–11.0 U/E

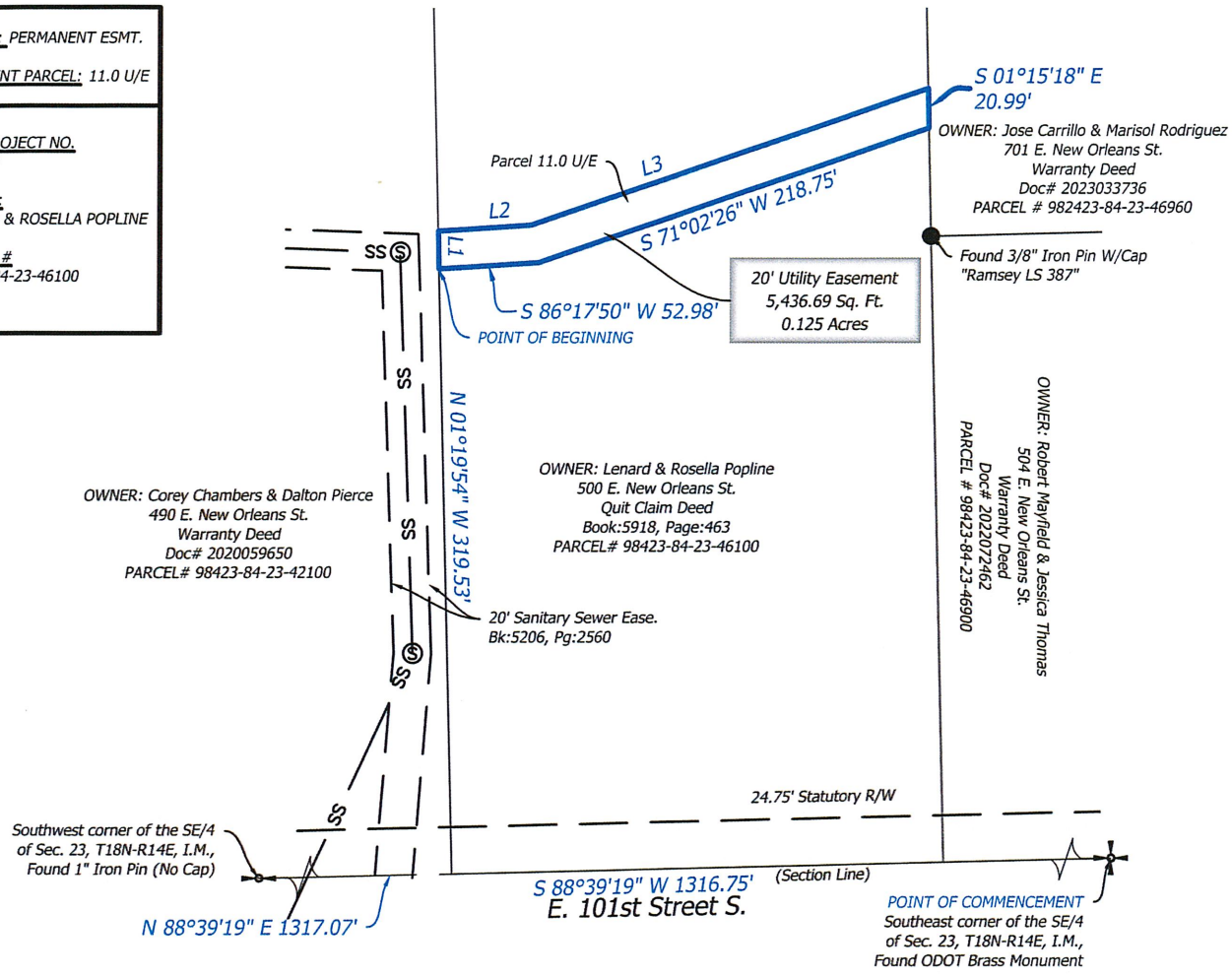
PARCEL: PERMANENT ESMT.

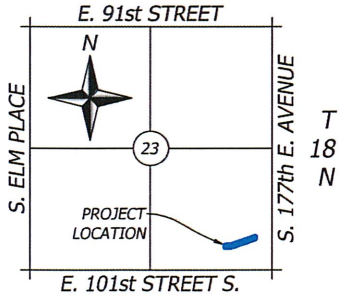
EASEMENT PARCEL: 11.0 U/E

CITY PROJECT NO.
S.26040

OWNER:
LENARD & ROSELLA POPLINE

PARCEL #
98423-84-23-46100





Not To Scale



0 50' 100'

1" = 100'
U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
South 88° 39' 19" West
Per Oklahoma State Plane
Grid North
Field Date: NOVEMBER 10TH, 2025

LEGEND

- 20' UTILITY EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

Line Table		
Line #	Direction	Length
L1	N 01°19'54" W	20.02'
L2	N 86°17'50" E	49.48'
L3	N 71°02'26" E	222.46'

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY
DEE
1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
January 29, 2026

Prepared By

GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JP GLS Job No.: 252462
Plot Date: January 29, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 1/29/2026 10:53:10 AM; Plot Date: 1/29/2026; Login: James Phelps

City of Broken Arrow

Request for Action

File #: 26-488, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of and authorization to execute Resolution No. 1739, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 12.0, consisting of 1,010 square feet of permanent Right-of-Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, donated by Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 12.0 (Project No. ST23280)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015, the owner. Parcel 12.0 consists of 1,010 square feet of permanent Right-of-Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015, have donated Parcel 12.0, subject to City Council approval.

A copy of the General Warranty Deed is attached.

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Resolution No. 1739
General Warranty Deed
Donation Certificate

Recommendation:
Approve and authorize execution of Resolution No. 1739

GENERAL WARRANTY DEED

THIS INDENTURE is made this 1st day of April, 2026, between **JON C. BLANTON and KATHERINE KELLIE BLANTON, AS TRUSTEES OF THE JON C. BLANTON REVOCABLE TRUST, Dated November 2, 2015, and KATHERINE KELLIE BLANTON and JON C. BLANTON, AS TRUSTEES OF THE KATHERINE KELLIE BLANTON REVOCABLE TRUST, Dated November 2, 2015**, party of the first part, and **CITY OF BROKEN ARROW**, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

JON C. BLANTON REVOCABLE TRUST,
Dated November 2, 2015

By: _____
Jon C. Blanton, Trustee

_____
Katherine Kellie Blanton, Trustee

KATHERINE KELLIE BLANTON REVOCABLE TRUST,
Dated November 2, 2015

By: _____
Katherine Kellie Blanton, Trustee

_____
Jon C. Blanton, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared JON C. BLANTON and KATHERINE KELLIE BLANTON, AS TRUSTEES OF THE JON C. BLANTON REVOCABLE TRUST, Dated November 2, 2015, and KATHERINE KELLIE BLANTON and JON C. BLANTON, AS TRUSTEES OF THE KATHERINE KELLIE BLANTON REVOCABLE TRUST, Dated November 2, 2015, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTG Date: 4/1/2026
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 12.0

PARCEL 12.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 985.09 feet, on a bearing of N01°14'37"W (being the basis of bearings for this description) along the West line of said Southwest Quarter; thence a distance of 24.75 feet, on a bearing of N88°45'23"E to a point on the Easterly Present Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel with the West line of said Southwest Quarter as well as the Point of Beginning; thence N88°45'23"E, a distance of 25.25 feet to a point on a line being 50.00 feet East of and parallel to the West line of said Southwest Quarter; thence S01°14'37"E, along said parallel line, a distance of 40.00 feet; thence S88°45'23"W, a distance of 25.25 feet to a point on a line being 24.75 feet East of and parallel to the West line of said Southwest Quarter; thence N01°14'37"W, along said parallel line, a distance of 40.00 feet to the Point of Beginning.

Said parcel of land containing 1,010 square feet, or 0.02 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 6th, 2025.

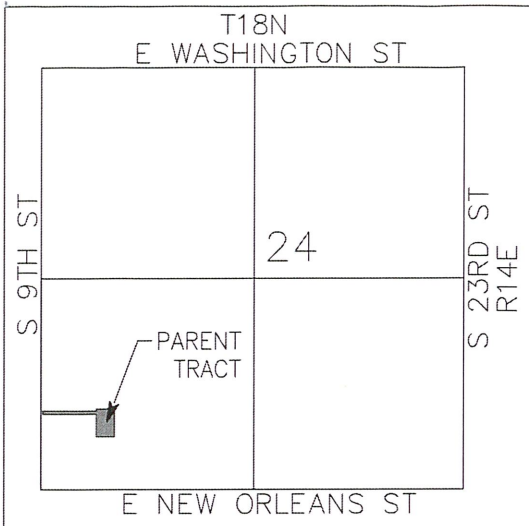
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 6th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



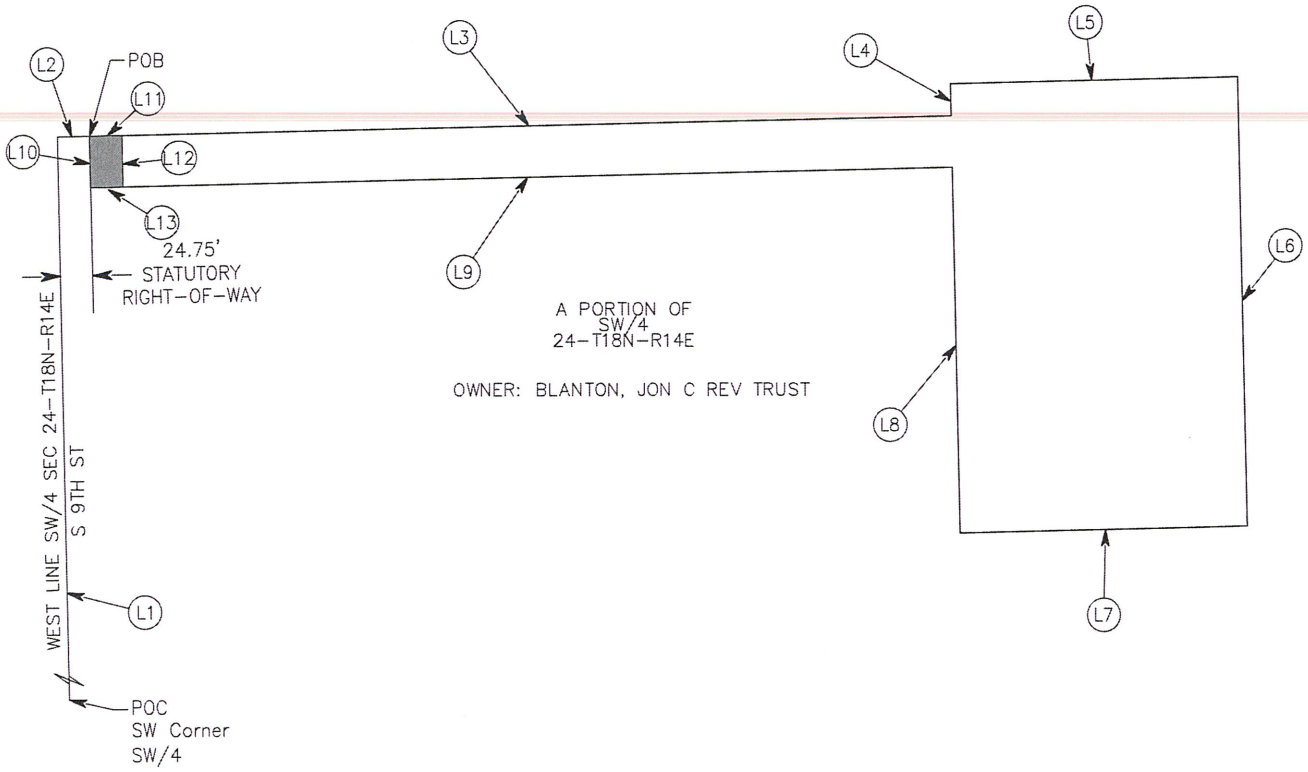


Parcel No.: 12.0 Right of Way
City Project No: ST23280

Tract Area	105,720	S.F.	2.43	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	1,010	S.F.	0.02	Acres
Rem in Tract	104,710	S.F.	2.41	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres



LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	985.09'	L8	N01°14'37"W	285.00'
L2	N88°45'23"E	24.75'	L9	S88°45'23"W	674.25'
L3	N88°45'23"E	674.25'	L10	N01°14'37"W	40.00'
L4	N01°14'37"W	25.00'	L11	N88°45'23"E	25.25'
L5	N88°45'23"E	225.00'	L12	S01°14'37"E	40.00'
L6	S01°14'37"E	350.00'	L13	S88°45'23"W	25.25'
L7	S88°45'23"W	225.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 12.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

DONATION CERTIFICATE

Project: ST23280 County: Tulsa State: OK Parcel No.: 12.0

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	x
b. As a permanent easement	
c. As a temporary construction easement	

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

This donation is being made to comply with the requirements of Tulsa Metropolitan Area Planning Commission Lot Split Application #17687, dated 12/22/1993.

Signature	Jon C. Blanton Printed Name	4-1-26 Date
Signature	Katherine Kellie Blanton Printed Name	4-1-26 Date
Agent Signature	Acquisition Agent Title	4-1-26 Date

RESOLUTION NO. 1739

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 12.0, CONSISTING OF 1,010 SQUARE FEET OF FEE SIMPLE PERMANENT RIGHT-OF-WAY LOCATED AT 9905 SOUTH 177TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA, IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DONATED BY JON C. BLANTON AND KATHERINE KELLIE BLANTON, AS TRUSTEES OF THE JON C. BLANTON REVOCABLE TRUST, DATED NOVEMBER 2, 2015, AND KATHERINE KELLIE BLANTON AND JON C. BLANTON, AS TRUSTEES OF THE KATHERINE KELLIE BLANTON REVOCABLE TRUST, DATED NOVEMBER 2, 2015, THE OWNERS, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 12.0 (PROJECT NO. ST23280)

WHEREAS, the owners of Parcel 12.0, consisting of 1,010 square feet of fee simple permanent Right-of-Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, have donated right-of-way in conformance with the requirements for approval of a lot split application in TMAPC #17687; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 12.0 from Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

D. Graham Parker
_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-517, **Version:** 1

Broken Arrow City Council
Meeting of: 4-21-2026

Title:

Approval of and authorization to execute Resolution No. 1742, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 12,645 square feet (0.21 acres) of permanent Right-of-Way, generally located on the northwest corner of the intersection of South 9th Street and East Mason Drive in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Tulsa Habitat for Humanity, Inc., and authorization of payment in the amount of $16,590.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 13.0 (Project No. ST2027)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, Oklahoma, a municipal corporation, from Tulsa Habitat for Humanity, Inc., the owner. Parcel 13.0 consists of 12,645 square feet of permanent Right-of-Way generally located on the northwest corner of the intersection of South 9th Street and East Mason Drive in Broken Arrow, Oklahoma in the Northeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Tulsa Habitat for Humanity, Inc., has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 0.21 Acres @ $79,000/acre = $16,590

Total Just Compensation Amount (Rounded) = $16,590.00

A copy of the signed acceptance letter is attached, as is the General Warranty Deed. Payment of the compensation amount is on the April 21, 2026 City Council Claims List.

Cost: $16,590.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1742
General Warranty Deed
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1742

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

November 18, 2025

Tulsa Habitat for Humanity
Attn: Cameron Walker
6235 E 13th St.
Tulsa, OK 74112

RE: 9TH STREET WIDENING FROM HOUSTON STREET TO WASHINGTON STREET, PROJECT NO. ST2027 PARCEL NO. 13.0

Property Address: Vacant

Mr. Walker,

The City of Broken Arrow has completed the design phase and is beginning the right-of-way acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Permanent Right of Way: 0.21 Acres @ $79,000/acre = $16,590

Total Just Compensation Amount (Rounded) = $16,590

By your signature on this letter, you have accepted the City's offer of $16,590.00. Please return **this document** in the self-addressed-stamped-envelope or via email to aolaughlin@brokenarrowok.gov for further processing.
Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 539.529.4970. Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

City Manager

Cameron Walker, President

MLS/ajo
enc

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Pamela Fields

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, a Notary Public in and for this state, on this 1st day of April, 2026, personally appeared Pamela Fields as Chief Operating Officer of Tulsa Habitat for Humanity, Inc., to me known to be the identical person who subscribed their name to the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

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

B. E. Williams
NOTARY PUBLIC

NOTARY SEAL PUBLIC
B. E. WILLIAMS
Notary Public in and for the
State of Oklahoma
Commission #21009106
My Commission expires 7/12/2029

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Document filing fees will be paid for by the City.

There will be no closing costs or lot split fees.

Terms for Payment:

Check Payable to: Tulsa Habitat for Humanity, Inc.

Owner's request for payment in the amount of: $16,590.00

Owner's Mailing Address: 6235 E 13th St, Tulsa, OK 74112

Owner Requests Check:

- [ ] Mailed to above address
- [x] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Signature/Date:

Owner/s: Pamela Tsai Date: 4-1-26

Agent: Amy O'Laughlin Date: 4-6-2026

Project: ST2027 9th Street Widening: Houston to Washington, Parcel 11.A

GENERAL WARRANTY DEED
Corporation Form

THIS INDENTURE is made this 1st day of April, 2026, between **TULSA HABITAT FOR HUMANITY, INC.**, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation**, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the following described real estate situated in the County of TULSA State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Tulsa Habitat for Humanity, Inc.

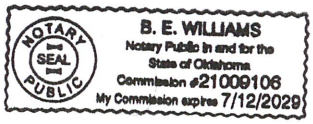
By: _____
Pamela Fields, Chief Operating Officer

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

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, a Notary Public in and for this state, on this 15 day of April, 2026, personally appeared Pamela Fields as Chief Operating Officer of Tulsa Habitat for Humanity, Inc., to me known to be the identical person who subscribed their name to the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

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

Assistant City Attorney

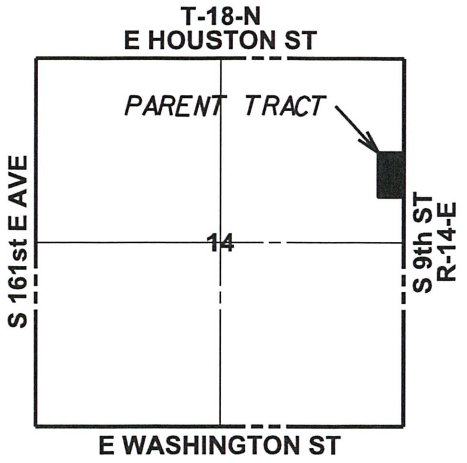
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date: 4/6/26
Project: ST2027 9th Street Widening: Houston to Washington
Parcel 13.0

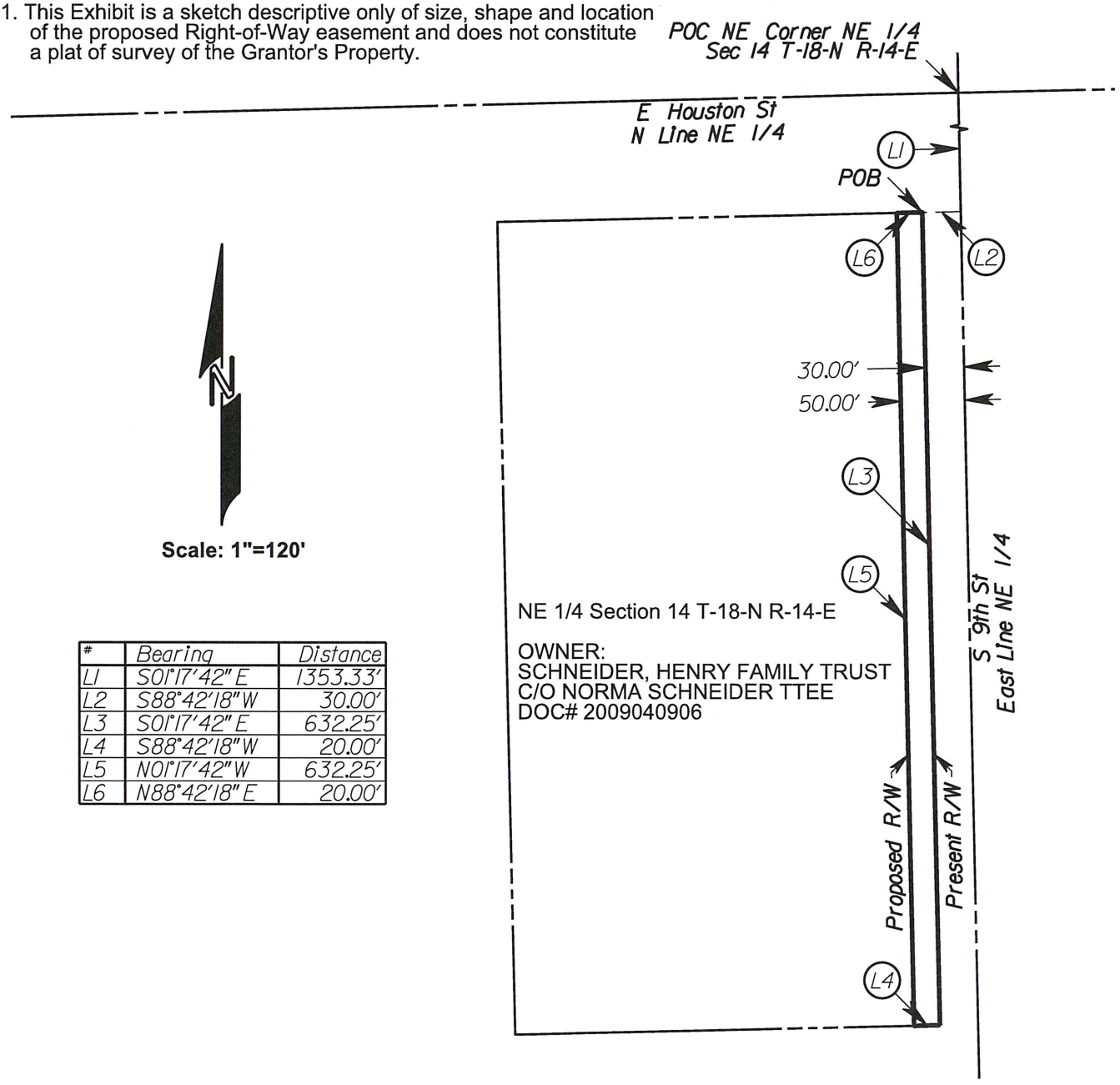


Parcel No.: 13.0
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	210,264	S.F.	4.83 Acres
Existing R/W	-	S.F.	- Acres
Proposed R/W	12,645	S.F.	0.29 Acres
Rem in Tract	197,619	S.F.	4.54 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	-	S.F.	- Acres

EXHIBIT NOTES
1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



Scale: 1"=120'

#	Bearing	Distance
L1	S01°17'42"E	1353.33'
L2	S88°42'18"W	30.00'
L3	S01°17'42"E	632.25'
L4	S88°42'18"W	20.00'
L5	N01°17'42"W	632.25'
L6	N88°42'18"E	20.00'

Keystone Engineering and Land Surveying, Inc. CA #5877 Exp. 6/30/21 P.O. Box 436 Stillwater, OK. Ph. 743- 3355

EXHIBIT "A"

PROPOSED PERMANENT RIGHT-OF-WAY

PARCEL 13.0
CITY PROJECT NO. ST2027

PROPOSED RIGHT-OF-WAY LEGAL

A parcel of land lying in the NE 1/4 of Section 14, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the NE Corner of said Section 14; thence a distance of 1353.33 feet, on a bearing of S01°17'42"E (being the basis of bearings for this description) along the East line of said NE 1/4; thence a distance of 30.00 feet, on a bearing of S88°42'18"W to a point on the present Westerly Right-of-Way line for South 9th Street same being a line 30.00 feet West of and parallel with the East line of said NE 1/4 as well as the Point of Beginning; thence S01°17'42"E along said present Westerly Right-of-Way line and parallel line, a distance of 632.25 feet; thence S88°42'18"W, a distance of 20.00 feet to a point on a line being 50.00 feet West of and parallel with the East line of said NE 1/4; thence N01°17'42"W along said parallel line, a distance of 632.25 feet; thence N88°42'18"E, a distance of 20.00 feet to the Point of Beginning.

Said parcel containing 12,645 square feet, or 0.29 acre more or less and being subject to all easements and Rights-of-Way of record.

SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

RESOLUTION NO. 1742

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 13.0, WHICH CONSISTS OF 12,645 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH 9TH STREET AND EAST MASON DRIVE IN BROKEN ARROW, OKLAHOMA IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM TULSA HABITAT FOR HUMANITY, INC., AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $16,590.00 FOR THE 9TH STREET WIDENING: HOUSTON TO WASHINGTON, PARCEL 13.0. (PROJECT NO. ST2027)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: Houston to Washington has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $16,590.00 to Tulsa Habitat for Humanity, Inc., the property owner of Parcel 13.0, which consists of 12,645 square feet of Permanent Right of Way located at the Northwest corner of South 9th Street and Mason Drive in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 13.0 from Tulsa Habitat for Humanity, Inc., and authorizes payment in the amount of $16,590.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-519, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of and authorization to execute Resolution No. 1743, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 10.0, consisting of 7,202 square feet of permanent Right-of-Way generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and Acceptance of a Temporary Construction Easement consisting of 2,365 square feet located on the aforementioned property, and authorization of payment in the amount of $560.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 10.0 and 10.A (Project No. ST23280)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, the owners, who are donating the right-of-way for Parcel 10.0, consisting of 7,202 square feet generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma.

The attached Temporary Construction Easement, consisting of 2,365 square feet of temporary construction easement for Parcel 10.A is being conveyed to the City of Broken Arrow by the aforementioned owners on property generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma. Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, have accepted the following offer, made subject to City Council approval:

Parcel 10.A Temporary Construction Easement: 2,365 SF @ $2.35/SF x 10% = $556

Total compensation amount (rounded) = $560.00

A copy of the signed acceptance of the City's offer is attached, as are the General Warranty Deed and Temporary Construction Easement. Payment of the compensation amount is on the April 21, 2026 City Council Claims List.

Cost: $560.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1743
General Warranty Deed
Temporary Construction Easement
Acceptance Letter
Conditions for Payment
Affidavit
Donation Certificate

Recommendation:
Approve Resolution No. 1743 and authorize its execution
Accept the Temporary Construction Easement and authorize payment

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

March 9, 2026

GRETTA J DUGAN REVOCABLE TRUST
c/o CONSTANCE SANFORD & KELLIE BLANTON & KAREN HOLMAN
PO BOX 2526
BROKEN ARROW, OK 74013

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET ROADWAY IMPROVEMENTS, PROJECT NO. ST23280
PARCEL NO. 10.A OFFER LETTER

PROPERTY ADDRESS: 9903 S 177th E AVE., BROKEN ARROW, OK 74011

Constance, Kellie, and Karen,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Parcel 10.A Temporary Construction Easement 2,365 SF @ $2.35 x 10% = $556

Total Just Compensation Amount (Rounded) = $560.00

By your signature on this letter, you have accepted the City's offer of $560.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-576-4506, or 918-259-7000 ext. 5435. Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao
enc

Gretta J Dugan Revocable Trust

Constance Sanford, Co-Trustee

Katherine Kellie Blanton, Co-Trustee

Karen Holman, Co-Trustee

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: Constance Sanford
Constance Sanford, Co-Trustee

Katherine Kellie Blanton
Kellie Blanton, Co-Trustee

Karen L. Holman
Karen L. Holman, Co-Trustee

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

Amy J. O'Laughlin
NOTARY PUBLIC

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Any existing fencing that is damaged during construction will be replaced with same or better materials.

Terms for Payment:

Check Payable to: CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN

Owner's request for payment in the amount of: $560.00

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☒ Call me and I will pick it up
- ☐ Delivered by Agent

Owner's Mailing Address: _____

Signature/Date:

Owner/s: Constance Sanford — Date: 4-1-2026
Katherine Kellie Blanton — 4-1-2026
Karen L. Holman — 4-6-2024

Agent: _____ Date: 4-6-26

Project: ST23280 • 9th Street Roadway Improvements ~ New Orleans Street to Washington Street, Parcels 10.0 and 10.A

DONATION CERTIFICATE

Project: ST23280 County: Tulsa State: OK Parcel No.: 10.0

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	[x]
b. As a permanent easement	[ ]
c. As a temporary construction easement	[ ]

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

This donation is being made to comply with the requirements of Tulsa Metropolitan Area Planning Commission Lot Split Application #17687, dated 12/22/1993.

Signature	Printed Name	Date
Constance Sanford	Constance Sanford	4-1-26
Katherine Kellie Blanton	Kellie Blanton	4-1-26
Karen L. Holman	Karen L. Holman	4-6-24
Agent Signature	Acquisition Agent Title	4-6-2026 Date

GENERAL WARRANTY DEED

THIS INDENTURE is made this 1st day of April, 2026, between **CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012**, party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation**, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012

By: Constance Sanford
Constance Sanford, Co-Trustee

Katherine Kellie Blanton
Kellie Blanton a.k.a. Katherine Kellie Blanton, Co-Trustee

Karen L Holman
Karen L. Holman, Co-Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared ~~CONSTANCE SANFORD, KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, and~~ KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTS Checked: 4/1/2026
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 10.0

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012

By: _____
Constance Sanford, Co-Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012

By:_____
Kellie Blanton a.k.a. Katherine Kellie Blanton, Co-Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON a.k.a. KATHERINE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

PARCEL 10.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 945.09 feet, on a bearing of N01°14'37"W (being the basis of bearings for this description) along the West line of said Southwest Quarter; thence a distance of 24.75 feet, on a bearing of N88°45'23"E to a point on the Easterly Statutory Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel with the West line of said Southwest Quarter as well as the Point of Beginning; thence continuing N88°45'23"E, a distance of 25.25 feet to a point 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence S01°14'37"E, along said parallel line, a distance of 280.66 feet; thence S31°14'37"E, a distance of 5.01 feet; thence S88°45'23"W, a distance of 27.76 feet to a point on the Easterly Statutory Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel to the West line of said Southwest Quarter; thence N01°14'37"W, along said Easterly Statutory Right-of-Way line and said parallel line, a distance of 285.00 feet to the Point of Beginning.

Said parcel of land containing 7,202 square feet, or 0.17 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 5th, 2025.

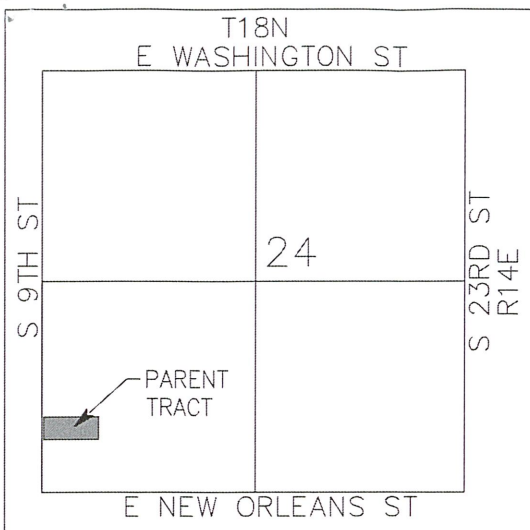
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



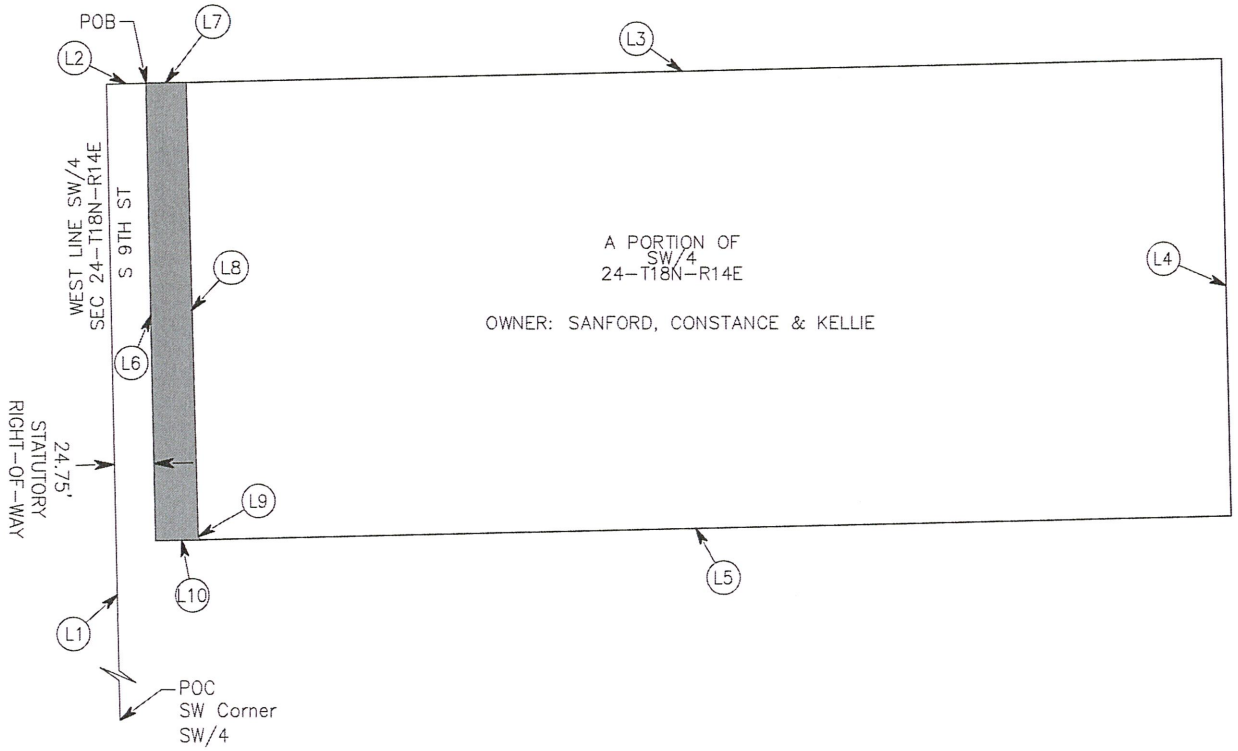


Parcel No.: 10.0 Right of Way
City Project No: ST23280

Tract Area	192,161	S.F.	4.41	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	7,202	S.F.	0.17	Acres
Rem in Tract	184,959	S.F.	4.24	Acres
Drainage Easement	0	S.F.	0.00	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres



LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	945.09'	L6	N01°14'37"W	285.00'
L2	N88°45'23"E	24.75'	L7	N88°45'23"E	25.25'
L3	N88°45'23"E	674.25'	L8	S01°14'37"E	280.66'
L4	S01°14'37"E	285.00'	L9	S31°14'37"E	5.01'
L5	S88°45'23"W	674.25'	L10	S88°45'23"W	27.76'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 10.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

RESOLUTION NO. 1743

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 10.0, CONSISTING OF 7,202 SQUARE FEET OF FEE SIMPLE PERMANENT RIGHT-OF-WAY GENERALLY LOCATED SOUTH OF 9905 SOUTH 177TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA, IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM CONSTANCE SANFORD, KELLIE BLANTON AND KAREN HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, DATED MAY 1, 2012, THE OWNERS, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 10.0 (PROJECT NO. ST23280)

WHEREAS, the owners of Parcel 10.0, consisting of 7,202 square feet of fee simple permanent Right-of-Way generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, have donated right-of-way in conformance with the requirements for approval of a lot split application in TMAPC #17687; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 10.0 from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the 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 1st day of April, 2026.

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: Constance Sanford
Constance Sanford, Co-Trustee

Kellie Blanton
Kellie Blanton, Co-Trustee

Karen L. Holman
Karen L. Holman, Co-Trustee

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RM Date: 4/1/2026
Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 10.A

PARCEL 10.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 945.09 feet, on a bearing of N01°14'37"W (being the basis of bearings for this description) along the West line of said Southwest Quarter; thence a distance of 50.00 feet, on a bearing of N88°45'23"E to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence a distance of 47.98 feet, on a bearing of S01°14'37"E, along said parallel line, to the Point of Beginning; thence N88°45'23"E perpendicular to said West line, a distance of 10.00 feet to a point on a line being 60.00 feet East of and parallel with the West line of said Southwest Quarter; thence S01°14'37"E, along said parallel line, a distance of 237.02 feet; thence S88°45'23"W, a distance of 7.50 feet; thence N31°14'37"W, a distance of 5.01 feet to a point on a line being 50.00 feet East of and parallel with the East line of said Southwest Quarter; thence N01°14'37"W, along said parallel line, a distance of 232.68 feet to the Point of Beginning.

Said parcel of land containing 2,365 square feet, or 0.05 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 5th, 2025.

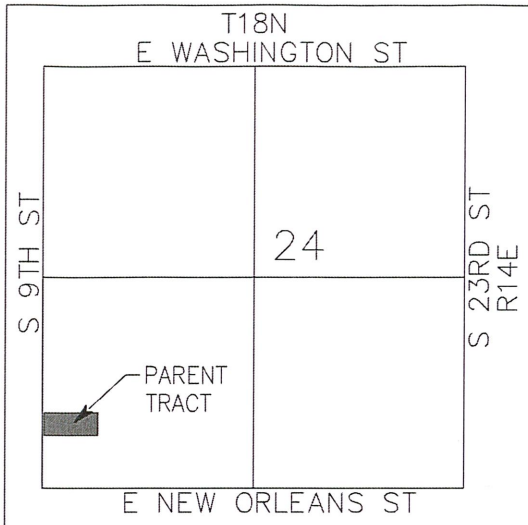
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 5th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



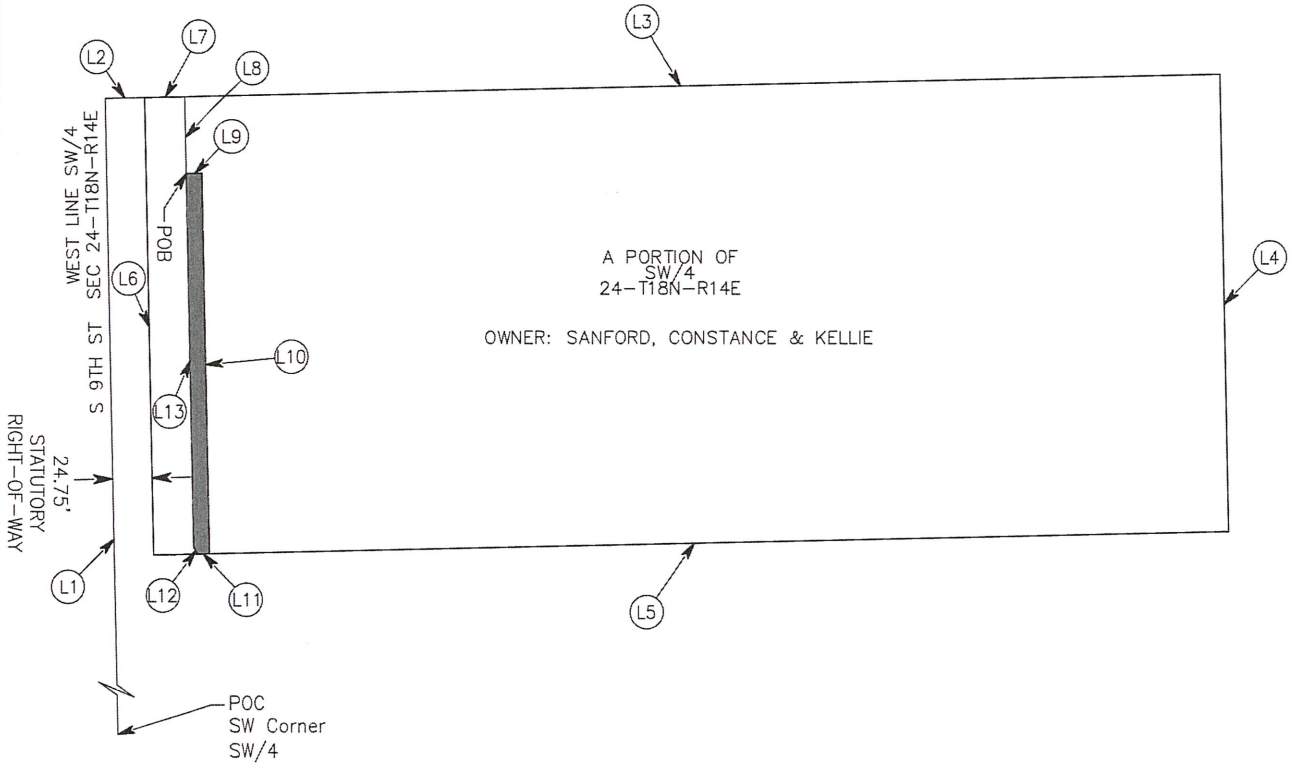


Parcel No.: 10.A Temporary Construction Easement
City Project No: ST23280

Tract Area	192,161	S.F.	4.41 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	7,202	S.F.	0.17 Acres
Rem in Tract	184,959	S.F.	4.24 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	2,365	S.F.	0.05 Acres

1"=120'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	945.09'	L8	S01°14'37"E	47.98'
L2	N88°45'23"E	24.75'	L9	N88°45'23"E	10.00'
L3	N88°45'23"E	674.25'	L10	S01°14'37"E	237.02'
L4	S01°14'37"E	285.00'	L11	S88°45'23"W	7.50'
L5	S88°45'23"W	674.25'	L12	N31°14'37"W	5.01'
L6	N01°14'37"W	285.00'	L13	N01°14'37"W	232.68'
L7	N88°45'23"E	25.25'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 10.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

City of Broken Arrow

Request for Action

File #: 26-520, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Approval of and authorization to execute Resolution No. 1744, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 16,855 square feet of permanent Right-of-Way located at 9903 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and from Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and from Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, and Acceptance of a Drainage Easement for Parcel 13.B, consisting of 3,600 square feet of drainage easement located on the aforementioned property, and Acceptance of a Temporary Construction Easement for Parcel 13.A, consisting of 5,278 square feet of temporary construction easement and Parcel 13.C, consisting of 2,432 square feet of temporary construction easement both located on the aforementioned property, and authorization of payment in the amount of $59,710.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 13.0, 13.A, 13.B, and 13.C (Project No. ST23280)

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and from Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and from Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, the owners. Parcel 13.0, consists of 16,855 square feet of right-of-way, Parcel 13.B consist of 3,600 square feet of drainage easement, Parcel 13.A consists of 5,278 square feet of temporary construction easement, and Parcel 13.C consist of 2,432 square feet of temporary construction easement located at 9903 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma. Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, have accepted the following offer, made subject to City Council approval:

Fee simple, Permanent Right of Way: 16,855.00 SQUARE FEET (SF) @ $2.35 SF = $39,609.00 Parcel 13.A Temporary Construction Easement 5,278 SF @ $2.35 x 10% = $1,241

Parcel 13.B Permanent Drainage Easement 3,600 SF @ $2.35 x 75% = $6,345 Parcel 13.C Temporary

Construction Easement 2,432 SF @ $2.35 x 10% = $572

Improvements Acquired: 1 crepe myrtle: $150; 2 mature trees: $360/ea. = $870

Cost to Cure Damages: Replace trees: Small tree 2 x $400 ea.; Large trees 4 x $1,000 ea.=$4,800 Settlement Cost: $6,270

Total Just Compensation Amount (Rounded) = $59,710.00

A copy of the signed acceptance of the City's offer is attached, as are the General Warranty Deed, Drainage Easement, and Temporary Construction Easement. Payment of the compensation amount is on the April 21, 2026, City Council Claims List.

Cost: $59,710.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1744
General Warranty Deed
Drainage Easement
Temporary Construction Easement
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:
Approve Resolution No. 1744 and authorize its execution
Accept the Drainage Easement and Temporary Construction Easement and authorize payment

emailed 3-31-2026 $0

March 30, 2026

STEVEN CRAIG HOLMAN REVOCABLE TRUST and
KAREN LYNN HOLMAN REVOCABLE TRUST
8600 S 5th ST
BROKEN ARROW, OK 74137

cc: GRETTA J DUGAN REVOCABLE TRUST
PO BOX 2526
BROKEN ARROW, OK 74013

RE: 9TH STREET-NEW ORLEANS STREET TO WASHINGTON STREET ROADWAY IMPROVEMENTS, PROJECT NO. ST23280
PARCEL NOS. 13.0, 13.A, 13.B, 13.C, FINAL OFFER LETTER

PROPERTY ADDRESS: 9903 S 177th E AVE., BROKEN ARROW, OK 74011

Trustees,

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the roadway improvement project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Fee simple, Permanent Right of Way: 16,855.00 SQUARE FEET (SF) @ $2.35 SF = $39,609.00
Parcel 13.A Temporary Construction Easement 5,278 SF @ $2.35 x 10% = $1,241
Parcel 13.B Permanent Drainage Easement 3,600 SF @ $2.35 x 75% = $6,345
Parcel 13.C Temporary Construction Easement 2,432 SF @ $2.35 x 10% = $572

Improvements Acquired: 1 crepe myrtle: $150; 2 mature trees: $360/ea. = $870
Cost to Cure Damages: Replace trees: Small tree 2 x $400 ea.; Large trees 4 x $1,000 ea.=$4,800

Settlement Cost: $6,270

Total Just Compensation Amount (Rounded) = $59,710.00

By your signature on this letter, you have accepted the City's offer of $59,710.00. Please return this document in the self-addressed-stamped envelope for further processing. Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 539.529.4970.

Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao

Accepted by:

Steven Craig Holman Revocable Trust:

Steven Craig Holman, Trustee

Karen Lynn Holman, Trustee

Karen Lynn Holman Revocable Trust:

Karen Lynn Holman, Trustee

Steven Craig Holman, Trustee

Acknowledged/Accepted by:

Gretta J Dugan Revocable Trust:

Constance Sanford, Co-Trustee

Katherine Kellie Blanton, Co-Trustee

Karen Holman, Co-Trustee

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: _____
Constance Sanford, Co-Trustee

_____
Kellie Blanton, Co-Trustee

_____
Karen L. Holman, Co-Trustee

STEVEN CRAIG HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Steven Craig Holman, Trustee

_____
Karen Lynn Holman, Trustee

KAREN LYNN HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Karen Lynn Holman, Trustee

_____
Steven Craig Holman, Trustee

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY PUBLIC

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Any existing barbed-wire fencing that is damaged during construction will be replaced with same or better materials.

Terms for Payment:

Check Payable to: CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN

Owner's request for payment in the amount of: $59,710.00

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☑ Call me and I will pick it up
- ☐ Delivered by Agent

Owner's Mailing Address: _____

Signature/Date:

Owner/s: Constance Sanford — Date: 4-1-2026
Katherine Kellie Blanton — 4-1-2026
Karen L. Holman — 4-6-2024
Steven City Hall

Agent: Amy O'Daniel — Date: 4-6-2026

Project: ST23280 • 9th Street Roadway Improvements ~ New Orleans Street to Washington Street, Parcels 13.0, 13.A, 13.B and 13.C

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, and STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, Dated February 17, 2025, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, Dated February 17, 2025,** the owners of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 6th day of April, 2026

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

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: _____
Constance Sanford, Co-Trustee

_____
Kellie Blanton, Co-Trustee

_____
Karen L. Holman, Co-Trustee

STEVEN CRAIG HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Steven Craig Holman, Trustee

_____
Karen Lynn Holman, Trustee

KAREN LYNN HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Karen Lynn Holman, Trustee

_____
Steven Craig Holman, Trustee

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ~~1st~~ 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

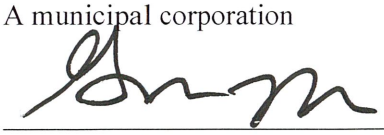
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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



Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTG Date: 4/1/2026

Project: ST23280 9th Street Roadway Improvements ~
New Orleans Street to Washington Street
Parcel 13.B

PARCEL 13.B
PERMANENT DRAINAGE EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 1652.59 feet, on a bearing of N01°14'37"W (being the basis of bearings for this description) along the West line of said Southwest Quarter; thence a distance of 50.00 feet, on a bearing of N88°45'23"E to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence a distance of 121.59 feet, S01°14'37"E, along said parallel line, to the Point of Beginning; thence N88°45'23"E, perpendicular to said West line, a distance of 20.00 feet; thence S01°14'37"E, parallel to said West line, a distance of 180.00 feet; thence S88°45'23"W, perpendicular to said West line, a distance of 20.00 feet to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence N01°14'37"W, along said parallel line, a distance of 180.00 feet to the Point of Beginning.

Said parcel of land containing 3,600 square feet, or 0.08 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 6th, 2025.

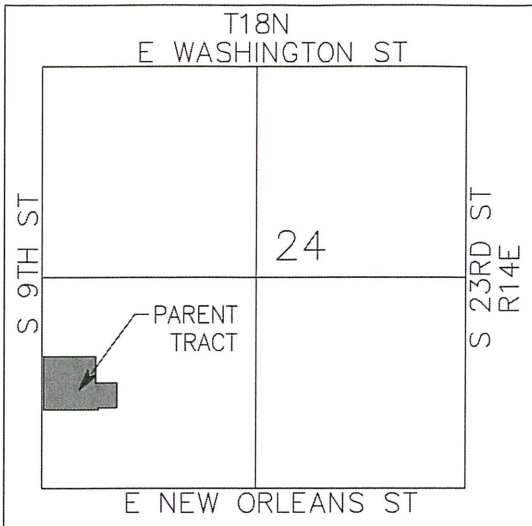
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 6th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



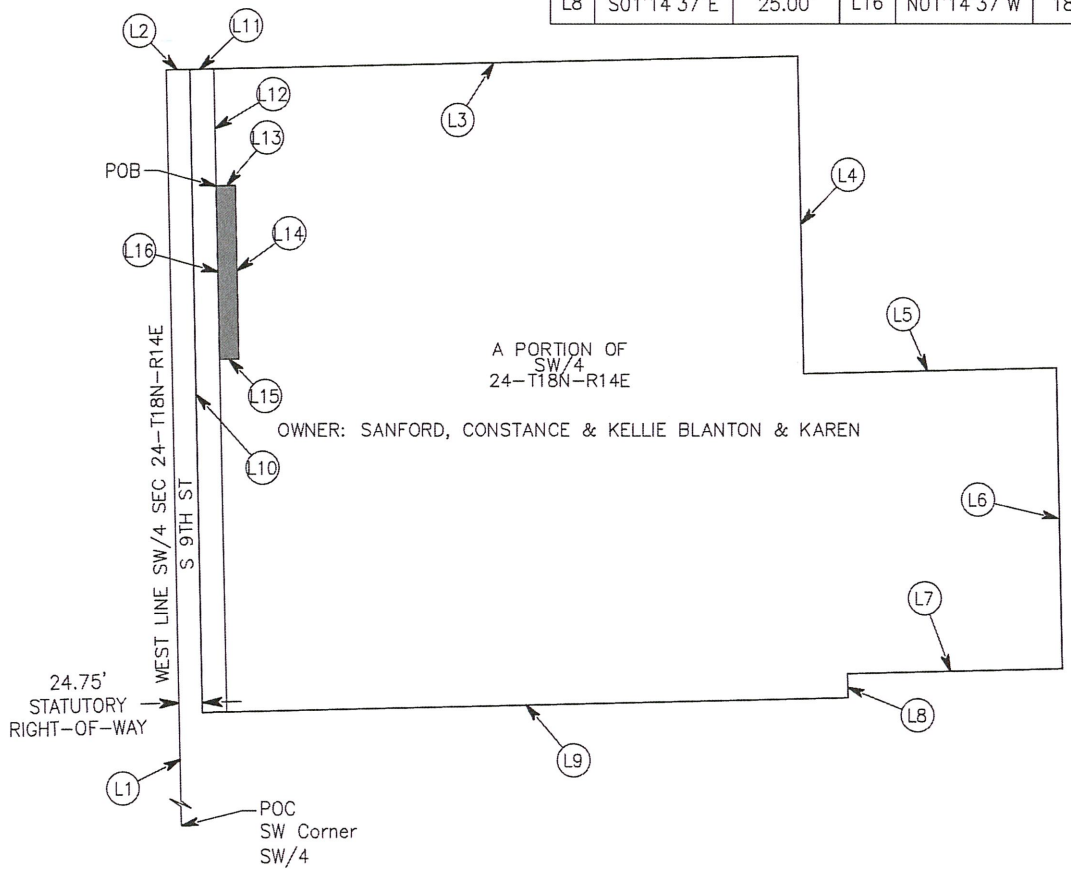


Parcel No.: 13.B Permanent Drainage Easement
City Project No: ST23280

Tract Area	507,505	S.F.	11.65	Acres
Existing R/W	0	S.F.	0.00	Acres
Proposed R/W	16,855	S.F.	0.39	Acres
Rem in Tract	490,650	S.F.	11.26	Acres
Drainage Easement	3,600	S.F.	0.08	Acres
Utility Easement	0	S.F.	0.00	Acres
Temp Construction Easement	0	S.F.	0.00	Acres

1"=200'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	1652.59'	L9	S88°45'23"W	674.25'
L2	N88°45'23"E	24.75'	L10	N01°14'37"W	667.50'
L3	N88°45'23"E	635.25'	L11	N88°45'23"E	25.25'
L4	S01°14'37"E	330.00'	L12	S01°14'37"E	121.59'
L5	N88°45'23"E	264.00'	L13	N88°45'23"E	20.00'
L6	S01°14'37"E	312.50'	L14	S01°14'37"E	180.00'
L7	S88°45'23"W	225.00'	L15	S88°45'23"W	20.00'
L8	S01°14'37"E	25.00'	L16	N01°14'37"W	180.00'



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 13.B EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

GENERAL WARRANTY DEED

THIS INDENTURE is made this 1st day of April, 2026, between **CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012**, and **STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, Dated February 17, 2025, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, Dated February 17, 2025,** party of the first part, and **CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation**, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: _____
Constance Sanford, Co-Trustee

_____
Kellie Blanton, Co-Trustee

_____
Karen L. Holman, Co-Trustee

STEVEN CRAIG HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Steven Craig Holman, Trustee

_____
Karen Lynn Holman, Trustee

KAREN LYNN HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Karen Lynn Holman, Trustee

_____
Steven Craig Holman, Trustee

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

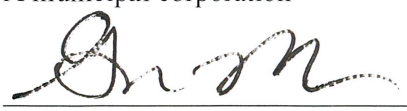
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

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



Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTS Date: 4/1/2026
Project: ST23280 9th Street Roadway Improvements-
New Orleans Street to Washington Street
Parcel ~~12.0~~ 13.0

PARCEL 13.0
RIGHT-OF-WAY
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 1652.59 feet, on a bearing of N01°14'37"W, along the West line of said Southwest Quarter, said line being the basis of bearing; thence a distance of 24.75 feet, on a bearing of N88°45'23"E to a point on the Easterly Statutory Right-of-Way line for S 9th Street, same being a point on a line being 24.75 feet East of and parallel with the West line of said Southwest Quarter as well as the Point of Beginning; thence continuing N88°45'23"E, a distance of 25.25 feet to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence S01°14'37"E, along said parallel line, a distance of 667.50 feet; thence S88°45'23"W, a distance of 25.25 feet to a point on a line being 24.75 feet East of and parallel with the West line of said Southwest Quarter; thence N01°14'37"W, a distance of 667.50 feet to the Point of Beginning.

Said parcel of land containing 16,855 square feet, or 0.39 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 10th, 2025.

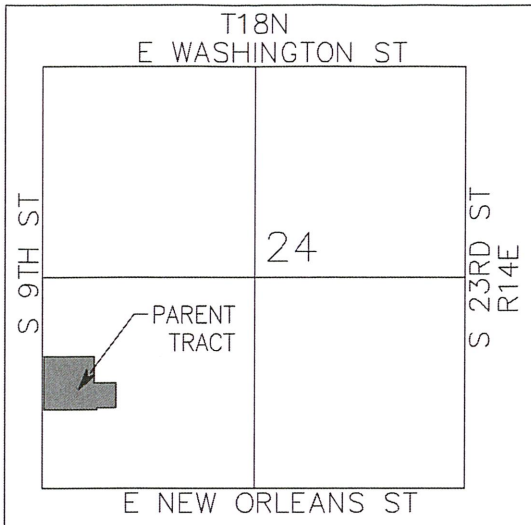
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 10th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



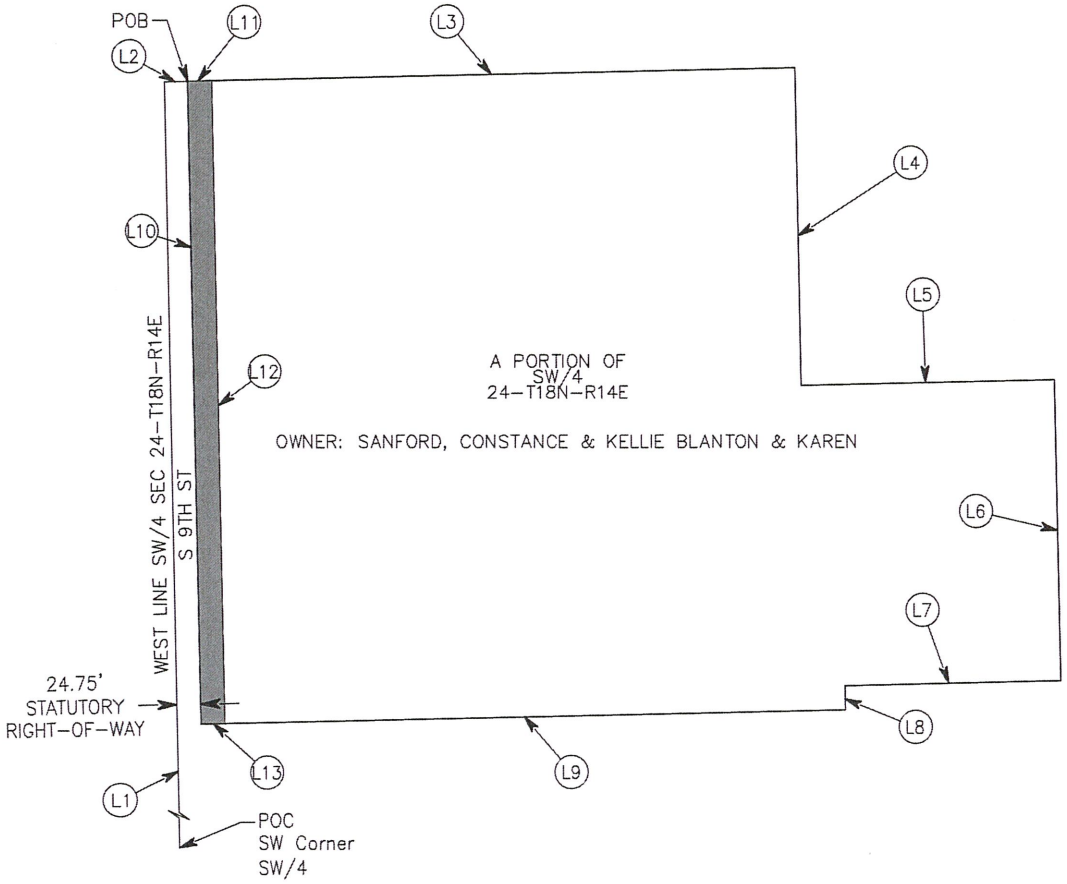


Parcel No.: 13.0 Right of Way
City Project No: ST23280

Tract Area	507,505	S.F.	11.65 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	16,855	S.F.	0.39 Acres
Rem in Tract	490,650	S.F.	11.26 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	0	S.F.	0.00 Acres

1"=200'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	1652.59'	L8	S01°14'37"E	25.00'
L2	N88°45'23"E	24.75'	L9	S88°45'23"W	674.25'
L3	N88°45'23"E	635.25'	L10	N01°14'37"W	667.50'
L4	S01°14'37"E	330.00'	L11	N88°45'23"E	25.25'
L5	N88°45'23"E	264.00'	L12	S01°14'37"E	667.50'
L6	S01°14'37"E	312.50'	L13	S88°45'23"W	25.25'
L7	S88°45'23"W	225.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 13.0 EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

RESOLUTION NO. 1744

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 13.0, CONSISTING OF 16,855 SQUARE FEET OF FEE SIMPLE PERMANENT RIGHT-OF-WAY LOCATED AT 9903 SOUTH 177TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA, IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, FROM CONSTANCE SANFORD, KELLIE BLANTON AND KAREN HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, DATED MAY 1, 2012, AND FROM STEVEN CRAIG HOLMAN AND KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, DATED FEBRUARY 17, 2025, AND FROM KAREN LYNN HOLMAN AND STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, DATED FEBRUARY 17, 2025, THE OWNERS, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 13.0 (PROJECT NO. ST23280)

WHEREAS, the right-of-way acquisition for the 9th Street Widening: New Orleans Street to Washington Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $59,710.00 to Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, the property owners of Parcel 13.0, which consists of 16,855 square feet of Permanent Right of Way located at 9903 South 177th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 13.0 from Constance Sanford, Kellie Blanton and Karen Holman, Co-Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and from Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and from Karen Lynn Holman and Steven Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **CONSTANCE SANFORD, KELLIE BLANTON and KAREN L. HOLMAN, CO-TRUSTEES OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, and STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, Dated February 17, 2025, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, Dated February 17, 2025**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the 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 1st day of April, 2026.

THE GRETTA J. DUGAN REVOCABLE LIVING TRUST,
Dated May 1, 2012

By: Constance Sanford
Constance Sanford, Co-Trustee

Kellie Blanton
Kellie Blanton, Co-Trustee

Karen L. Holman, Co-Trustee

STEVEN CRAIG HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Steven Craig Holman, Trustee

_____
Karen Lynn Holman, Trustee

KAREN LYNN HOLMAN REVOCABLE TRUST,
Dated February 17, 2025

By: _____
Karen Lynn Holman, Trustee

_____
Steven Craig Holman, Trustee

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared CONSTANCE SANFORD, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of April, 2026, personally appeared KELLIE BLANTON A.K.A. KATHERNE KELLIE BLANTON, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared KAREN L. HOLMAN, CO-TRUSTEE OF THE GRETTA J. DUGAN REVOCABLE LIVING TRUST, Dated May 1, 2012, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Amy J. O'Laughlin
NOTARY PUBLIC

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 2026, personally appeared STEVEN CRAIG HOLMAN and KAREN LYNN HOLMAN, AS TRUSTEES OF THE STEVEN CRAIG HOLMAN REVOCABLE TRUST, and KAREN LYNN HOLMAN and STEVEN CRAIG HOLMAN, AS TRUSTEES OF THE KAREN LYNN HOLMAN REVOCABLE TRUST, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Amy J. O'Laughlin
NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTG Date: 4/1/2026
Project: ST23280 9th Street Roadway Improvements-
New Orleans Street to Washington Street
Parcel 13.A & 13.C

PARCEL 13.A
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 1652.59 feet, on a bearing of N01°14'37"W, along the West line of said Southwest Quarter, said line being the basis of bearing; thence a distance of 50.00 feet, on a bearing of N88°45'23"E to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence a distance of 301.59 feet, on a bearing of S01°14'37"E, along said parallel line, to the Point of Beginning; thence N88°45'23"E, perpendicular to said West line, a distance of 20.00 feet to a point 70.00 feet East of said West line; thence N01°14'37"W, parallel to said West line, a distance of 116.11 feet; thence N88°45'23"E, perpendicular to said West line, a distance of 20.00 feet to a point 90.00 feet East of said West line; thence S01°14'37"E, parallel to said West line, a distance of 120.00 feet; thence S88°45'23"W, per perpendicular to said West line, a distance of 20.00 feet to a point 70.00 feet East of said West line; thence S01°14'37"E, parallel to said West line, a distance of 100.00 feet; thence S88°45'23"W, per perpendicular to said West line, a distance of 12.00 feet to a point 58.00 feet East of said West line; thence S01°14'37"E, parallel to said West line, a distance of 100.00 feet; thence S88°45'23"W, perpendicular to said West line, a distance of 8.00 feet to a point on a line being 50.00 feet East of and parallel to the West line of said Southwest Quarter; thence N01°14'37"W, along said parallel line, a distance of 203.89 feet to the Point of Beginning.

Said parcel of land containing 5,278 square feet, or 0.12 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on March 10th, 2025.

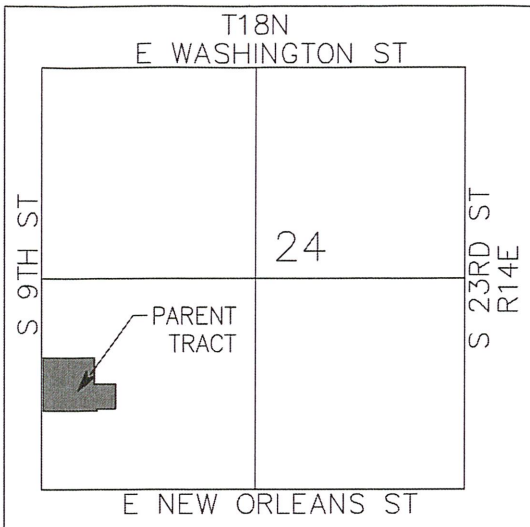
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 10th day of March 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.

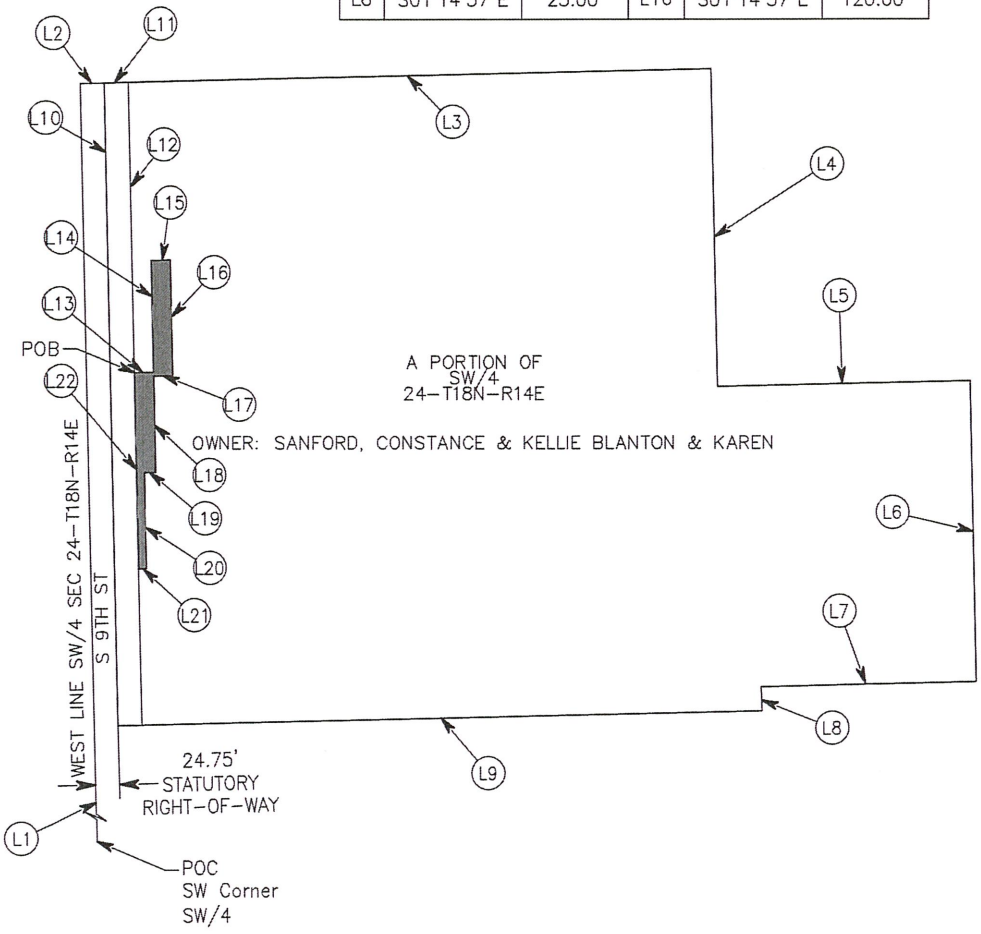




Parcel No.:13.A Temporary Construction Easement
City Project No: ST23280

Tract Area	507,505	S.F.	11.65 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	16,855	S.F.	0.39 Acres
Rem in Tract	490,650	S.F.	11.26 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	5,278	S.F.	0.12 Acres

LINE TABLE			LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	1652.59'	L9	S88°45'23"W	674.25'	L17	S88°45'23"W	20.00'
L2	N88°45'23"E	24.75'	L10	N01°14'37"W	667.50'	L18	S01°14'37"E	100.00'
L3	N88°45'23"E	635.25'	L11	N88°45'23"E	25.25'	L19	S88°45'23"W	12.00'
L4	S01°14'37"E	330.00'	L12	S01°14'37"E	301.59'	L20	S01°14'37"E	100.00'
L5	N88°45'23"E	264.00'	L13	N88°45'23"E	20.00'	L21	S88°45'23"W	8.00'
L6	S01°14'37"E	312.50'	L14	N01°14'37"W	116.11'	L22	N01°14'37"W	203.89'
L7	S88°45'23"W	225.00'	L15	N88°45'23"E	20.00'			
L8	S01°14'37"E	25.00'	L16	S01°14'37"E	120.00'			





NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 13.A EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

PARCEL 13.C
TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, being more particularly described as follows.

Commencing at the Southwest corner of said Southwest Quarter; thence a distance of 1652.59 feet, on a bearing of N01°14'37"W (being the basis of bearings for this description) along the West line of said Southwest Quarter; thence a distance of 50.00 feet, on a bearing of N88°45'23"E to a point on a line being 50.00 feet East of and parallel with the West line of said Southwest Quarter as well as the Point of Beginning; thence continuing N88°45'23"E, a distance of 20.00 feet to a point 70.00 feet East of said West line; thence S01°14'37"E, parallel to said West line, a distance of 121.59 feet; thence S88°45'23"W, perpendicular to said West line, a distance of 20.00 feet to a point being 50.00 feet East of and parallel with the West line of said Southwest Quarter; thence N01°14'37"W, parallel to said West line, a distance of 121.59 feet to the Point of Beginning.

Said parcel of land containing 2,432 square feet, or 0.06 acres more or less, and subject to all easements and Rights-of-Way of record.

The afore written description was prepared by Daniel A. McPeek, P.L.S. 2029, on February 6th, 2025.

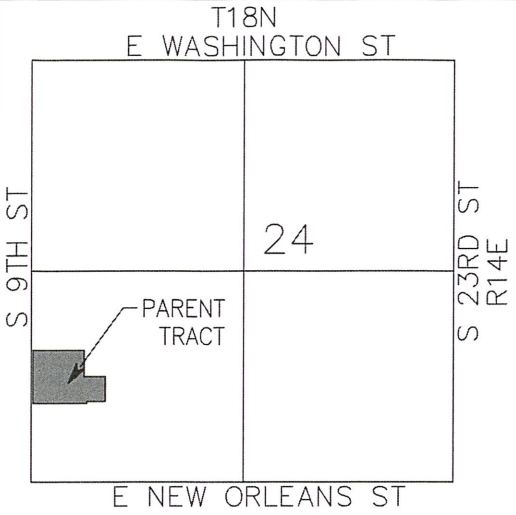
SURVEYOR'S CERTIFICATE

I, Daniel A. McPeek, P.L.S. 2029, Bancroft Design, Inc., Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 6th day of February 2025.

Daniel A. McPeek,
P.L.S. #2029
C.A. NO.: 9205 Expires: 6/30/2026.



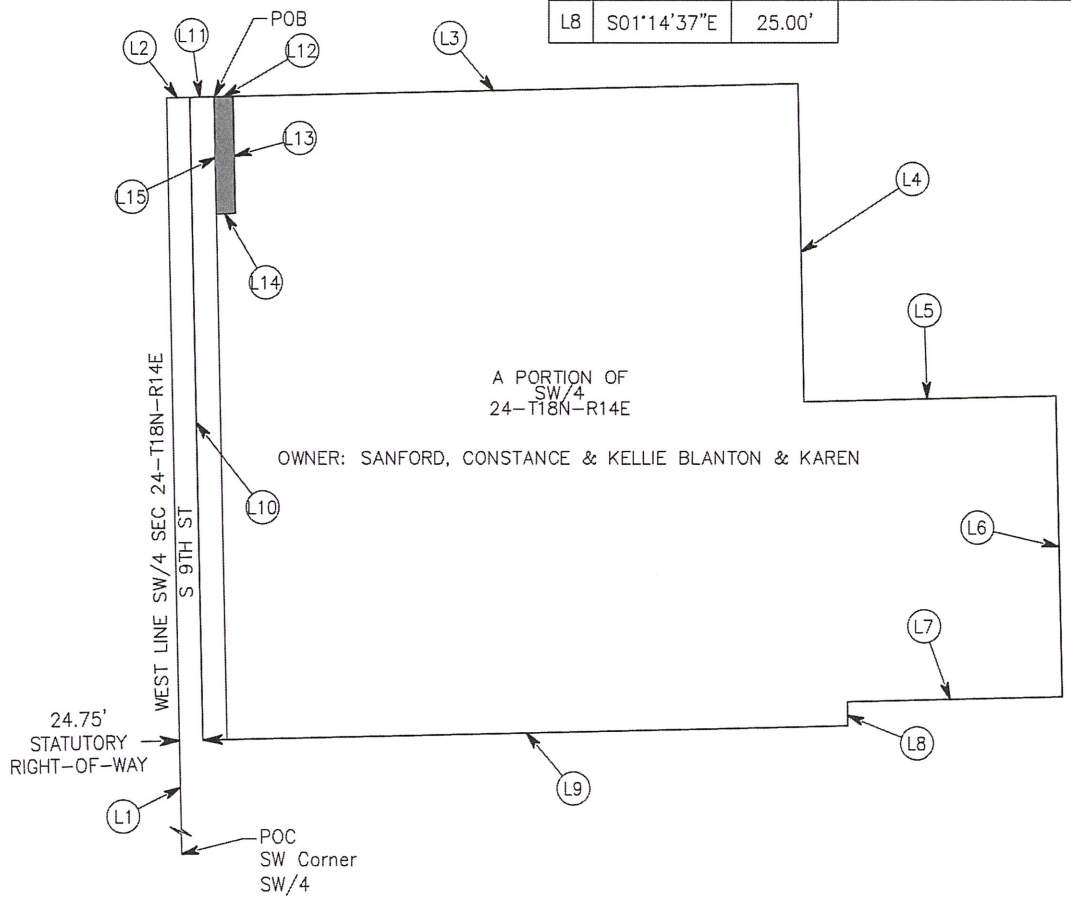


Parcel No.: 13.C Temporary Construction Easement
City Project No: ST23280

Tract Area	507,505	S.F.	11.65 Acres
Existing R/W	0	S.F.	0.00 Acres
Proposed R/W	16,855	S.F.	0.39 Acres
Rem in Tract	490,650	S.F.	11.26 Acres
Drainage Easement	0	S.F.	0.00 Acres
Utility Easement	0	S.F.	0.00 Acres
Temp Construction Easement	2,432	S.F.	0.06 Acres

1"=200'

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N01°14'37"W	1652.59'	L9	S88°45'23"W	674.25'
L2	N88°45'23"E	24.75'	L10	N01°14'37"W	667.50'
L3	N88°45'23"E	635.25'	L11	N88°45'23"E	25.25'
L4	S01°14'37"E	330.00'	L12	N88°45'23"E	20.00'
L5	N88°45'23"E	264.00'	L13	S01°14'37"E	121.59'
L6	S01°14'37"E	312.50'	L14	S88°45'23"W	20.00'
L7	S88°45'23"W	225.00'	L15	N01°14'37"W	121.59'
L8	S01°14'37"E	25.00'			



NOTES:

1. THE BEARING BASE FOR THE EXHIBIT IS BASED ON THE WEST LINE OF THE SW/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST AS N01°14'37"W.

2. SEE PARCEL 13.C EXHIBIT "A" PAGE 1 FOR LEGAL DESCRIPTION AND SURVEYOR'S CERTIFICATE.

3. THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF SIZE, SHAPE AND LOCATION OF THE PROPOSED RIGHT-OF-WAY EASEMENT AND DOES NOT CONSTITUTE A PLAT OF SURVEY OF THE GRANTOR'S PROPERTY.

Bancroft Design

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OKLAHOMA 74076

PHONE: (405) 743-3355
CA #9205 EXP: 6/30/2026

City of Broken Arrow

Request for Action

File #: 26-512, **Version:** 1

Broken Arrow City Council
Meeting of: 04/21/2026

Title:
Ratification of the Claims List Check Register Dated April 13, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from March 31, 2026 through April 13, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $4,485,398.74 for the various funds.

Governmental Funds	$3,345,990.64
BAMA	$1,139,408.10
BAEDA	$ 0.00
Total	$4,485,398.74

A summary by funds and detail are attached.

Cost: $3,345,990.64

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 13, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 04/13/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	231,780.42	618
220	BA MUNICIPAL AUTHORITY	1,139,408.10	730
221	BAMA SALES TAX DEBT SERVICE	2,000.00	2
227	CVB-HOTEL MOTEL	10,982.39	12
329	VEHICLE REPLACEMENT FUND	463,953.80	11
330	SALES TAX CAPITAL IMPROVEMENT	765,015.45	10
335	CDBG	581,231.42	2
341	ALCOHOL ENFORCEMENTS	337.75	1
342	STREET LIGHT FUND	29,823.97	6
343	STREET SALES TAX FUND	171,644.59	13
344	PS SALES TAX POLICE	162,652.53	289
345	PS SALES TAX FIRE	84,984.67	197
592	2014 BOND ISSUE	1,142.90	1
593	2018 BOND ISSUE	649,162.06	15
660	WORKERS COMPENSATIONS	32,945.17	4
661	GROUP HEALTH AND LIFE	149,192.31	11
882	AGENCY FUND DEPOSITS	9,141.21	7
Total		4,485,398.74	1,929

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337743	856	AMERICAN FIDELITY	195524	Payroll Run 1 - Warrant 260327	110 |218420|		2026/9	48.24
				195524	Payroll Run 1 - Warrant 260327	110 |218430|		2026/9	24.26
						Total For Check # 337743			**72.50**
04/02/2026	337746	1319	COMMUNITY CARE EAP	195526	Payroll Run 1 - Warrant 260327	110 |218560|		2026/9	220.46
						Total For Check # 337746			**220.46**
04/02/2026	337747	4789	DARRELL N. PRICE	TRR FA2025	TUITION REIMBURSEMENT FALL 2025	1101415 |520120|		2026/10	2,317.50
						Total For Check # 337747			**2,317.50**
04/02/2026	337749	1550	GENESIS HEALTH CLUBS	195527	Payroll Run 1 - Warrant 260327	110 |218150|		2026/9	566.41
						Total For Check # 337749			**566.41**
04/02/2026	337750	4558	KELLY COX	PDR 04182026	PER DIEM NPELR CONF	1101102 |550030|		2026/10	264.00
						Total For Check # 337750			**264.00**
04/02/2026	337752	159	PRE-PAID LEGAL SERVICES,	195523	Payroll Run 1 - Warrant 260327	110 |218100|		2026/9	593.98
						Total For Check # 337752			**593.98**
04/02/2026	337753	761	LISA FORD	MLG 12092025	MILEAGE INCOG MEETING	1101700 |550030|		2026/10	39.20
				MLG 01082026	MILEAGE MET & INCOG	1101700 |550030|		2026/10	121.80
						Total For Check # 337753			**161.00**
04/02/2026	337755	4905	METROPOLITAN LIFE	195530	Payroll Run 1 - Warrant 260327	110 |218340|		2026/9	3,955.97
				195530	Payroll Run 1 - Warrant 260327	110 |218480|		2026/9	3,779.53
				195530	Payroll Run 1 - Warrant 260327	110 |218590|		2026/9	992.88
						Total For Check # 337755			**8,728.38**
04/02/2026	337756	1699	MOMENTUM SERVICES LLC	20089168	20089168	1101415 |530870|		2026/10	900.00
				20089180	20089180	1101415 |530870|		2026/10	772.00
						Total For Check # 337756			**1,672.00**
04/02/2026	337757	999900	OTP - AR REFUNDS	195199		110 |150010|		2026/10	81.00
						Total For Check # 337757			**81.00**
04/02/2026	337782	1987	SURENCY LIFE & HEALTH INS.	195528	Payroll Run 1 - Warrant 260327	110 |218460|		2026/9	195.00
						Total For Check # 337782			**195.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337783	5635 VISION SERVICE PLAN	195531	Payroll Run 1 - Warrant 260327	110 |218240|		2026/9	3,705.54
					Total For Check # 337783			**3,705.54**
04/02/2026	337784	5411 WILLIAM ALEX FOSTER	PDR 04192026	PER DIEM NPELR CONF	1101102 |550030|		2026/10	224.00
					Total For Check # 337784			**224.00**
04/02/2026	337790	1092 WESTLAKE HARDWARE INC	8038931	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/10	63.96
			8038921	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/10	5.98
			8038948	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/10	9.99
			8038936	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/10	18.99
			8038943	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/10	4.38
					Total For Check # 337790			**103.30**
04/02/2026	337792	489 ADMIRAL EXPRESS LLC	210000-S	210000-S FEB 28, 2026	1106002 |560330|		2026/10	149.39
			210076-S	210076-S FEB 28, 2026	1101800 |560030|		2026/10	12.99
			209909-S	209909-S FEB 28, 2026	1101501 |560030|		2026/10	28.99
			209890-S	209890-S FEB 28, 2026	1101010 |560030|		2026/10	227.86
			210021-S	210021-S FEB 28, 2026	1101700 |560030|		2026/10	119.38
			210083-S	210083-S FEB 28, 2026	1106002 |560030|		2026/10	319.60
					Total For Check # 337792			**858.21**
04/02/2026	337794	149 AMERICAN ELECTRIC	663-125-0-3 03232026	FY26 ANNUAL AGREEMENT 952-663-125-	1106000 |550250|		2026/10	466.58
			784-327-0-0 03162026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/10	80.02
			390-007-0-2 03182026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	53.68
			260-576-0-1 03182026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/10	73.34
			391-910-0-2 03192026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	47.53
			464-965-0-8 03192026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	53.68
			709-847-0-1 03202026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/10	28.78
			913-008-1-1 03202026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550250|		2026/10	4,060.84
			913-008-1-1 03202026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550470|		2026/10	4,263.49
			386-301-0-0 03202026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	43.70
			844-568-0-6 03202026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	55.81
					Total For Check # 337794			**9,227.45**
04/02/2026	337795	4918 AIRGAS, INC	5521048147	5521048147	1106002 |540330|		2026/10	37.70
			5521734156	5521734156	1106002 |540330|		2026/10	38.60
			5522415747	5522415747	1106002 |540330|		2026/10	38.60
			5523101270	5523101270	1106002 |540330|		2026/10	35.90

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check #	**337795**		**150.80**
04/02/2026	337797	4935	AMAZON.COM SALES INC	1RYM-KGDM-7X9J	Office Supplies	1101102 |550890|		2026/10	40.97
				1V49-Q6V6-NGR7	ITEM: Reli. 40 to 45 Gallon Trash Bags	1101800 |560030|		2026/10	25.99
				1RVJ-QLHC-M7XR	ITEM: Reli. 40 to 45 Gallon Trash Bags	1101800 |560030|		2026/10	-25.99
				1WP9-QRX4-MHHX	Office Supplies	1101102 |560230|		2026/10	41.97
						Total For Check #	**337797**		**82.94**
04/02/2026	337798	4585	AMERICAN TRAFFIC SAFETY	99851	APPLICATION FILM FOR THE SIGN SHOP	1105315 |560360|		2026/10	84.00
				C99861	APPLICATION FILM FOR THE SIGN SHOP	1105315 |560360|		2026/10	-84.00
				99829	APPLICATION FILM FOR THE SIGN SHOP	1105315 |560360|		2026/10	496.00
						Total For Check #	**337798**		**496.00**
04/02/2026	337802	4846	APAC-CENTRAL, INC.	7002424782	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	239.20
				7002421241	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	1,553.53
				7002421233	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	1,160.98
				7002424786	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/10	213.90
						Total For Check #	**337802**		**3,167.61**
04/02/2026	337804	885	ATWOOD DISTRIBUTING LP	3808	BLANKET PO SAFETY SHOES & MISC	1106000 |560180|		2026/10	179.94
				3806	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	48.96
				3798	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	13.48
				3813	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/10	22.16
				3812	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	11.99
				3810	BLANKET PO SAFETY SHOES & MISC	1106000 |540070|		2026/10	49.99
				3809	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	79.97
				3801	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	10.07
				3802	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	58.22
				3816	BLANKET PO SAFETY SHOES & MISC	1106000 |560240|		2026/10	359.99
				3817	BLANKET PO SAFETY SHOES & MISC	1106000 |560200|		2026/10	55.07
				3818	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	31.97
				3819	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	40.98
				3803	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/10	24.96
				3820	BLANKET PO SAFETY SHOES & MISC	1105300 |560200|		2026/10	44.99
				3820	BLANKET PO SAFETY SHOES & MISC	1105300 |560240|		2026/10	339.98
						Total For Check #	**337804**		**1,372.72**
04/02/2026	337810	638	BWI COMPANIES INC.	19599513	Pro-Mix BX, 2.8cu/ft bagged	1106003 |560700|		2026/10	782.67

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				19477428	Oxadiazon SC 2.5gal	1106000 |560340|		2026/10	1,521.47
						Total For Check #	**337810**		**2,304.14**
04/02/2026	337812	4566	CENTERLINE SUPPLY INC.	ORD0169684	Liner, HIP Material and Ink	1105315 |560360|		2026/10	610.00
						Total For Check #	**337812**		**610.00**
04/02/2026	337816	1391	CLEAN THE UNIFORM CO	52185430	52185430	1105310 |540310|		2026/10	130.98
				52185428	52185428	1105315 |540310|		2026/10	19.57
				52185428	52185428	1105300 |540310|		2026/10	130.32
				52185428	52185428	1105300 |540330|		2026/10	13.49
				52185435	52185435	1106002 |540330|		2026/10	33.17
						Total For Check #	**337816**		**327.53**
04/02/2026	337817	474	CMRS-POC	MARCH 2026	MARCH 2026 POSTAL	1101700 |550390|		2026/10	4,088.79
						Total For Check #	**337817**		**4,088.79**
04/02/2026	337819	882	COX COMMUNICATIONS	076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550220|		2026/10	598.06
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550220|		2026/10	149.95
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550220|		2026/10	118.99
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1101200 |550540|		2026/10	361.97
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1101315 |550540|		2026/10	56.59
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/10	1,467.00
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1105300 |550540|		2026/10	158.99
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1105310 |550540|		2026/10	138.99
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106000 |550540|		2026/10	704.97
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106001 |550540|		2026/10	183.93
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106002 |550540|		2026/10	331.98
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106004 |550540|		2026/10	355.98
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	1106005 |550540|		2026/10	98.99
						Total For Check #	**337819**		**4,726.39**
04/02/2026	337820	5259	DAVID PICKEL	T&A 03152026	TRAVEL 2026 NLC CCC	1101700 |550030|		2026/10	1,377.80
				PDR 03152026	PER DIEM 2026 NLC CCC	1101700 |550030|		2026/10	119.60
						Total For Check #	**337820**		**1,497.40**
04/02/2026	337821	4684	HERITAGE LANDSCAPE	0025797498-001	100lb CYA Granular Drum S Conditioner	1106002 |560230|		2026/10	470.52
						Total For Check #	**337821**		**470.52**

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04/02/2026	337827	4056	KIRKWALL HOLDINGS LLC	617-17209	617-17209	1101501 |560240|		2026/10	129.08
						Total For Check # 337827			**129.08**
04/02/2026	337829	1231	AT&T MOBILITY LLC	DVR022026	ACCT# 500634737 02/05-03/04/26	1101010 |550540|		2026/10	153.50
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101102 |550540|		2026/10	96.00
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101200 |550540|		2026/10	712.25
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101315 |550540|		2026/10	12.75
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101400 |550540|		2026/10	33.00
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101501 |550540|		2026/10	64.50
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101700 |550540|		2026/10	1.00
				DVR022026	ACCT# 500634737 02/05-03/04/26	1101800 |550540|		2026/10	13.25
				DVR022026	ACCT# 500634737 02/05-03/04/26	1105300 |550540|		2026/10	1.00
				DVR022026	ACCT# 500634737 02/05-03/04/26	1105310 |550540|		2026/10	224.00
				DVR022026	ACCT# 500634737 02/05-03/04/26	1106002 |550540|		2026/10	32.00
						Total For Check # 337829			**1,343.25**
04/02/2026	337831	153	GELLCO UNIFORMS & SHOES	00307468	CARHARTS -For:BRIAN DEBOSE-	1105300 |560100|		2026/10	113.99
				00307571	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/10	200.00
				00307572	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/10	161.98
						Total For Check # 337831			**475.97**
04/02/2026	337834	79	GREEN ACRE SOD FARMS	14734	BL;ANKET PO FOR BERMUDA SOD	1106003 |560700|		2026/10	95.00
						Total For Check # 337834			**95.00**
04/02/2026	337841	1206	ID WHOLESALER	INV7761171	PRINTER INK FOR ID MACHINES	1106002 |560030|		2026/10	198.00
						Total For Check # 337841			**198.00**
04/02/2026	337845	3537	J & J BOWERS LAWN CARE	260329	260329	1101200 |540070|		2026/10	200.00
						Total For Check # 337845			**200.00**
04/02/2026	337846	5131	KEVIN BEHE	15871	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
				15871	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				15871	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				15871	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
				15871	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
				15871	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
				15801	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
				15801	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99

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			15801	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15801	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15801	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15801	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
					Total For Check # 337846			**13.23**
04/02/2026	337847	124 KIMS INTERNATIONAL	0155971-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/10	47.21
			0155968-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/10	92.73
					Total For Check # 337847			**139.94**
04/02/2026	337852	131 LOCKE SUPPLY COMPANY	57766266-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	23.30
			57723333-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	3.68
			57867924-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	32.04
			57863644-00	BLANKET PO FOR PLUMBING &	1101700 |560230|		2026/10	0.63
			57811936-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/10	43.08
					Total For Check # 337852			**102.73**
04/02/2026	337859	25 NAPA AUTO PARTS	024644	6750534	1101700 |560230|		2026/10	295.56
			024646	927658	1101700 |560200|		2026/10	46.02
			24705	RTU1GAL	1106000 |560210|		2026/10	17.22
			24705	85805	1106000 |560210|		2026/10	45.06
			24707	7502	1101415 |560200|		2026/10	4.25
			24707	230266	1101415 |560200|		2026/10	10.91
			24707	9883	1101415 |560200|		2026/10	12.73
			24707	115	1101415 |560210|		2026/10	15.50
			24707	5W30BULK	1101415 |560210|		2026/10	30.48
			24708	7502	1106000 |560200|		2026/10	4.25
			24708	230266	1106000 |560200|		2026/10	10.91
			24708	9883	1106000 |560200|		2026/10	12.73
			24708	115	1106000 |560210|		2026/10	15.50
			24708	5W30BULK	1106000 |560210|		2026/10	30.48
			24717	2582829	1105300 |560200|		2026/10	40.63
			24717	4215479	1105300 |560200|		2026/10	54.70
			24717	5416956	1105300 |560200|		2026/10	53.22
			24717	7730	1105300 |560200|		2026/10	11.96
			24717	230034	1105300 |560200|		2026/10	13.72
			24717	2656619	1105300 |560200|		2026/10	32.04
			24717	6569	1105300 |560200|		2026/10	18.19

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			24717	6562	1105300 |560200|		2026/10	29.83
			24717	46AWBULK	1105300 |560210|		2026/10	2.48
			24717	15W40BULK	1105300 |560210|		2026/10	43.08
			24727	7730	1105300 |560200|		2026/10	-5.98
			24727	230034	1105300 |560200|		2026/10	-13.72
			24727	2656619	1105300 |560200|		2026/10	-32.04
			24727	2582829	1105300 |560200|		2026/10	-40.63
			24727	4215479	1105300 |560200|		2026/10	-54.70
			24727	5416956	1105300 |560200|		2026/10	-53.22
			24731	VE2	1105300 |560200|		2026/10	135.54
			24734	0150000029B	1105300 |560200|		2026/10	132.90
			24734		1105300 |560200|		2026/10	22.50
			024815	1365	1106000 |560200|		2026/10	4.25
			024815	3972	1106000 |560200|		2026/10	4.62
			024815	6449	1106000 |560200|		2026/10	13.64
			024815	R932190	1106000 |560200|		2026/10	98.64
			024815	550049485	1106000 |560210|		2026/10	26.04
			024816	615	1105300 |560210|		2026/10	45.90
			024817	3096932	1105300 |560210|		2026/10	51.94
			024826	VE2	1105300 |560200|		2026/10	135.54
			24652	5473296RX	1105300 |560200|		2026/10	-66.50
			24665	CA5120111	1106000 |560200|		2026/10	168.44
			24666	1157654	1106000 |560200|		2026/10	104.21
			24666	11277103	1106000 |560200|		2026/10	103.12
			24666	11277203	1106000 |560200|		2026/10	103.12
			24666		1106000 |560200|		2026/10	26.45
			24670	4326873RX	1105300 |560200|		2026/10	631.50
			24670	4326873RX	1105300 |560200|		2026/10	226.10
			24670	4326873RX	1105300 |560200|		2026/10	-226.10
			24673	522799	1105300 |560200|		2026/10	98.33
			024604	7750S	1106000 |560200|		2026/10	13.80
			024604	3680	1106000 |560200|		2026/10	17.86
			024604	3668	1106000 |560200|		2026/10	18.20
			024604	9096	1106000 |560200|		2026/10	26.04
			024604	6937	1106000 |560200|		2026/10	62.48
			024604	2795	1106000 |560200|		2026/10	32.16
			024604	15W40BULK	1106000 |560210|		2026/10	64.62
			024604	2413	1106000 |560230|		2026/10	6.34

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				024613	GC3030LCW	1105300 |560200|		2026/10	322.22
				024613	5675X	1105300 |560200|		2026/10	173.12
				024622	7237	1106000 |560200|		2026/10	138.69
				024622	7237	1106000 |560200|		2026/10	27.00
				024622	7237	1106000 |560200|		2026/10	-27.00
				024623	381914	1106005 |560200|		2026/10	77.78
				024625	85405	1106000 |560210|		2026/10	48.58
				024626	002190200	1106000 |560200|		2026/10	478.92
				024626		1106000 |560200|		2026/10	12.69
						Total For Check # 337859			**3,984.84**
04/02/2026	337860			024650	8230923	1106000 |560200|		2026/10	16.48
				024805	3096932	1105300 |560210|		2026/10	25.97
				024814	WBB22	1105300 |560200|		2026/10	16.24
				024825	4209748	1105300 |560200|		2026/10	26.60
				24662	7131	1106000 |560200|		2026/10	20.66
				24674	789DEF	1106000 |560210|		2026/10	11.11
				24677	2323	1106000 |560200|		2026/10	26.00
				24678	49009	1105300 |560230|		2026/10	30.84
				24678	2413	1105300 |560230|		2026/10	12.68
				24685	8230925	1106003 |560200|		2026/10	23.48
				024591	784748	1106000 |560200|		2026/10	4.56
				024596	100050	1101415 |560200|		2026/10	4.55
				024596	115	1101415 |560210|		2026/10	15.50
				024596	5W30BULK	1101415 |560210|		2026/10	22.86
				024598	4934280	1105300 |560200|		2026/10	14.56
				024608	CLBOW1011M	1105300 |560230|		2026/10	12.29
						Total For Check # 337860			**284.38**
04/02/2026	337871	1493	RED WING BRANDS OF	959ST1-4116216	BLANKET - SAFETY SHOES	1106000 |560100|		2026/10	200.00
						Total For Check # 337871			**200.00**
04/02/2026	337873	602	SANDERS NURSERY	1168037	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	283.36
				1167994	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	283.36
						Total For Check # 337873			**566.72**
04/02/2026	337874	813	SAVATREE, LLC	001642044	Early Season- ArborHealth Fertilization	1106003 |540280|		2026/10	1,785.00
						Total For Check # 337874			**1,785.00**

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04/02/2026	337875	5048	SHAMROCK TIRE & AUTO	107-800226	BLANKET PO FOR ALIGNMENTS	1106000 |560190|		2026/10	40.00
						Total For Check # 337875			**40.00**
04/02/2026	337876	969	SHERWOOD CONSTRUCTION	300620	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	146.70
				300528	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	1,298.16
				300211	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	1,628.91
				299841	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/10	843.64
						Total For Check # 337876			**3,917.41**
04/02/2026	337878	2144	SITE ONE LANDSCAPE SUPPLY	163507958-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/10	247.18
				163344341-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/10	91.70
				163189929-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	75.85
				163415288-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/10	404.63
				163600687-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	78.60
				163694152-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/10	489.45
				163724210-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/10	421.07
				163659938-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/10	100.41
				163734351-001	BLANKET PO FOR IRRIGATION	1106000 |540070|		2026/10	32.38
						Total For Check # 337878			**1,941.27**
04/02/2026	337880	1081	SOUTHERN AGRICULTURE	849971	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	5.96
				849352	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	5.96
				848602	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	34.85
						Total For Check # 337880			**46.77**
04/02/2026	337882	1131	SPRING CREEK NURSERY	227269	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	743.00
				227325	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	609.00
				227205	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	542.50
				227427	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	291.00
						Total For Check # 337882			**2,185.50**
04/02/2026	337891	949	TULSA WINNELSON COMPANY	694530 01	BLANKET PO MISC. PLUMBING	1106004 |560180|		2026/10	313.23
				692291 01	BLANKET PO MISC. PLUMBING	1106005 |560180|		2026/10	91.65
						Total For Check # 337891			**404.88**
04/02/2026	337894	2487	TYLER TECHNOLOGIES INC	045-556359	045-556359 MARCH 19, 2026	1101501 |540550|		2026/10	450.00
						Total For Check # 337894			**450.00**

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04/09/2026	337902	183	CLEET	MARCH 2026	MARCH 2026	110 |449010|		2026/10	-23.68
						Total For Check # 337902			**-23.68**
04/09/2026	337906	761	LISA FORD	PDR 01062026	PER DIEM OML LEGISLATIVE MEETING	1101700 |550030|		2026/10	80.00
				MLG 01062026	MILEAGE OML LEGISLATIVE MEETING	1101700 |550030|		2026/10	83.13
				T&A 01062026	TRAVEL OML LEGISLATIVE MEETING	1101700 |550030|		2026/10	136.74
						Total For Check # 337906			**299.87**
04/09/2026	337907	5387	MACKENZIE HACKETT	PDR 04242026	PER DIEM APA NATIONAL	1101410 |550030|		2026/10	370.00
						Total For Check # 337907			**370.00**
04/09/2026	337909	1857	MICHAEL SPURGEON	MLG 04012026	MILEAGE/TOLLS OMMS BOARD	1101300 |550030|		2026/10	169.31
						Total For Check # 337909			**169.31**
04/09/2026	337912	835	STATE OF OKLAHOMA	MARCH 2026	MARCH 2026 MUNICIPAL COURT	110 |449010|		2026/10	-152.37
						Total For Check # 337912			**-152.37**
04/09/2026	337920	1739	WAGONER CO RRWD DISTRICT	3823901 04152026	3823901	1106000 |550230|		2026/10	16.50
				1126701 04152026	1126701	1106000 |550230|		2026/10	16.50
				1945001 04152026	1945001	1106000 |550230|		2026/10	150.29
				1970001 04152026	1970001	1106000 |550230|		2026/10	2,503.64
						Total For Check # 337920			**2,686.93**
04/09/2026	337923	9	A & N TRAILER PARTS INC	00399673	BLANKET PO FOR TRAILER PARTS	1106000 |560200|		2026/10	9.25
						Total For Check # 337923			**9.25**
04/09/2026	337925	1092	WESTLAKE HARDWARE INC	8038952	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2026/10	18.99
				8038959	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2026/10	23.97
						Total For Check # 337925			**42.96**
04/09/2026	337926	149	AMERICAN ELECTRIC	183-137-4-1 03242026	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/10	2,418.24
				284-103-0-3 03272026	FY26 ANNUAL AGREEMENT 953-284-103-	1101200 |550250|		2026/10	134.71
				284-103-0-3 03272026	FY26 ANNUAL AGREEMENT 953-284-103-	1105315 |550250|		2026/10	96.50
				308-466-0-4 03312026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550400|		2026/10	74.24
				866-629-0-9	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/10	23.77
				428-947-0-6 03232026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	23.97
				189-865-0-8 03232026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/10	48.05

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				273-541-0-6 04232026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/10	23.67
				454-130-1-4 03312026	FY26 ANNUAL AGREEMENT 956-454-130-	1105310 |550250|		2026/10	267.63
						Total For Check #	**337926**		**3,110.78**
04/09/2026	337928	5668	ALISHA NICOLE FRYE	032026	032026-WEDDING OFFICIANT	1101315 |550280|		2026/10	285.00
						Total For Check #	**337928**		**285.00**
04/09/2026	337930	4935	AMAZON.COM SALES INC	1FLJ-HQC6-YGYN	Recreation Supplies RH	1106002 |560330|		2026/10	34.19
				1GN3-KYQW-C34C	SENSOR PIGTAIL TORO REPAIR	1106000 |560200|		2026/10	7.99
				1R14-6TQH-9KKD	Cases and Keyboard for iPads - Legal	1101010 |560240|		2026/10	1,019.96
						Total For Check #	**337930**		**1,062.14**
04/09/2026	337931	1372	AMERICAN DOCUMENT	199894	199894	1101102 |530870|		2026/10	120.00
						Total For Check #	**337931**		**120.00**
04/09/2026	337934	2344	ARTSOK	0820262002	0820262002	1101700 |550860|		2026/10	2,000.00
						Total For Check #	**337934**		**2,000.00**
04/09/2026	337935	885	ATWOOD DISTRIBUTING LP	3822	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	59.99
						Total For Check #	**337935**		**59.99**
04/09/2026	337936	12	AVB	PAYROLL JAN 2026	PAYROLL 2026 JAN	1101501 |550280|		2026/10	177.56
				VENDOR JANUARY	VENDOR JAN 2026	1101501 |550280|		2026/10	34.88
						Total For Check #	**337936**		**212.44**
04/09/2026	337937	4669	BLACKHAWK INDUSTRIAL	903326	BOTS/SET SCREWS & HEX NUT- FOR	1105315 |560360|		2026/10	99.00
						Total For Check #	**337937**		**99.00**
04/09/2026	337938	4674	BOOT BARN INC	INV00587161	BLANKET PO - BOOT BARN	1105300 |560100|		2026/10	179.95
				INV00587160	BLANKET PO - BOOT BARN	1101400 |560100|		2026/10	200.00
						Total For Check #	**337938**		**379.95**
04/09/2026	337939	5662	CARRIE MEEKS LLC	985	985 YOUTH CITY COUNCIL LOGO PINS	1101700 |550880|		2026/10	702.81
						Total For Check #	**337939**		**702.81**
04/09/2026	337940	1330	BRINK'S INCORPORATED	8456281	8456281	1106002 |550280|		2026/10	388.77
				8456281	8456281	1106002 |550280|		2026/10	388.77
				8456281	8456281	1101700 |550280|		2026/10	1,351.51

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						Total For Check # 337940			**2,129.05**
04/09/2026	337943	22	BROKEN ARROW SENIORS INC	APRIL 2026	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/10	1,565.00
						Total For Check # 337943			**1,565.00**
04/09/2026	337946	4566	CENTERLINE SUPPLY INC.	ORD0169683	Liner, HIP Material and Ink	1105315 |560360|		2026/10	1,955.00
						Total For Check # 337946			**1,955.00**
04/09/2026	337949	37	CINTAS CORPORATION	9366061024	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366072748	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366021635	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	291.00
				9366072752	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9365883232	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	198.00
				9365943771	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				93665943785	BLANKET PO FOR ALL DEPARTMENT	1101315 |560230|		2026/10	50.00
				9365949680	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366021627	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	297.00
				9365949694	BLANKET PO FOR ALL DEPARTMENT	1101102 |540330|		2026/10	48.41
						Total For Check # 337949			**1,379.41**
04/09/2026	337951	1391	CLEAN THE UNIFORM CO	52183838	52183838	1106005 |540330|		2026/10	1.32
				52184327	52184327	1105315 |540310|		2026/10	19.57
				52184327	52184327	1105300 |540310|		2026/10	130.32
				52184327	52184327	1105300 |540330|		2026/10	13.49
				52184328	52184328	1101415 |540310|		2026/10	49.01
				52184335	52184335	1101800 |540330|		2026/10	7.84
				52182131	52182131	1106002 |540330|		2026/10	3.14
				52184334	52184334	1106002 |540330|		2026/10	3.14
				52182743	52182743	1106005 |540310|		2026/10	10.15
				52182743	52182743	1101700 |540330|		2026/10	9.79
				52184329	52184329	1105310 |540310|		2026/10	130.98
				52182748	52182748	1106002 |540330|		2026/10	26.19
				52184332	52184332	1106000 |540310|		2026/10	130.32
				52184332	52184332	1106003 |540310|		2026/10	0.34
				52183839	52183839	1106000 |540310|		2026/10	33.04
				52183839	52183839	1106000 |540330|		2026/10	47.68
				52184957	52184957	1101700 |540330|		2026/10	6.08
				52183835	52183835	1106005 |540310|		2026/10	10.15

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				52183835	52183835	1101700 |540330|		2026/10	24.49
				52185429	52185429	1101415 |540310|		2026/10	49.01
				52184956	52184956	1106005 |540310|		2026/10	10.15
				52184956	52184956	1101700 |540330|		2026/10	9.79
				52185434	52185434	1106000 |540310|		2026/10	134.76
				52185434	52185434	1106000 |540330|		2026/10	0.34
				52184960	52184960	1106000 |540310|		2026/10	33.04
				52184960	52184960	1106003 |540310|		2026/10	47.68
				52186059	52186059	1106005 |540330|		2026/10	1.32
				52186541	52186541	1101415 |540310|		2026/10	49.01
						Total For Check #	**337951**		**992.14**
04/09/2026	337952	5323	COLUMN SOFTWARE PBC	B6BD5005-0298	B6BD5005-0298	1101700 |550050|		2026/10	10.97
				B6BD5005-0304	B6BD5005-0304	1101700 |550050|		2026/10	10.28
				B6BD5005-0307	B6BD5005-0307	1101700 |550050|		2026/10	19.08
				B6BD5005-0306	B6BD5005-0306	1101700 |550050|		2026/10	24.75
				B6BD5005-0303	B6BD5005-0303	1101700 |550050|		2026/10	8.73
				B6BD5005-0297	B6BD5005-0297	1101700 |550050|		2026/10	10.28
						Total For Check #	**337952**		**84.09**
04/09/2026	337953	5674	COMMUNITY CAPITAL,	1003	1003	1101315 |530870|		2026/10	1,500.00
						Total For Check #	**337953**		**1,500.00**
04/09/2026	337959	4794	DAIOHS FIRST CHOICE	TU-1171736	TU-1171736	1101400 |560230|		2026/10	45.94
				TU-1169914	TU-1169914	1101400 |560230|		2026/10	150.92
				TU-1169914	TU-1169914	1101501 |560230|		2026/10	58.95
						Total For Check #	**337959**		**255.81**
04/09/2026	337963	1948	FOREST ELLIOTT	MARCH 2026	MARCH 2026	1106002 |550280|		2026/10	705.67
						Total For Check #	**337963**		**705.67**
04/09/2026	337970	1244	GRANICUS, INC.	227677	227677	1101800 |540550|		2026/10	3,541.39
						Total For Check #	**337970**		**3,541.39**
04/09/2026	337972	5440	HHM FACILITY MANAGEMENT,	169701	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	112.83
				169701	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	166.32
				169701	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	274.21
				169700	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	13.16

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			169700	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	19.41
			169700	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	31.99
			169699	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	56.42
			169699	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	83.15
			169699	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	137.11
			169698	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	15.04
			169698	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	22.18
			169698	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	36.56
			169697	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	9.03
			169697	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	13.31
			169697	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	21.94
			169696	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	186.18
			169696	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	274.44
			169696	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	452.45
			169695	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	47.01
			169695	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	69.32
			169695	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	114.25
			169694	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	37.61
			169694	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	55.45
			169694	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	91.40
			169693	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	36.11
			169693	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	53.22
			169693	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	87.75
			169692	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	21.06
			169692	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	31.05
			169692	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	51.19
			169691	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	4.89
			169691	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	7.21
			169691	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	11.88
			169690	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	52.66
			169690	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	77.61
			169690	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	127.97
			169689	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	60.18
			169689	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	88.70
			169689	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	146.25
			169688	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	67.70
			169688	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	99.80
			169688	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	164.53

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				169687	CUSTODIAL BID# 25.161	1105300 |540070|		2026/10	13.35
				169687	CUSTODIAL BID# 25.161	1101700 |540280|		2026/10	19.68
				169687	CUSTODIAL BID# 25.161	1106002 |540280|		2026/10	32.45
						Total For Check # 337972			**3,596.01**
04/09/2026	337975	5673	HOWARD, FRANKS, WILSON &	7179	7179 MCCLAIN DALE CARNEGIE	1101315 |530110|		2026/10	1,950.00
						Total For Check # 337975			**1,950.00**
04/09/2026	337976	4542	HUTCHINSON SALT CO INC	201646	REBILL FOR 198566 - CORRECT RATE	1105300 |560800|		2026/10	8,977.16
				198566	ORIGINAL INVOCE WRONG AMOUNT	1105300 |560800|		2026/10	13,495.89
				CM198566	CREDIT FOR ORGINAL WRONG RATE	1105300 |560800|		2026/10	-13,495.89
				198624	WRONG RATE ORIGINAL INVOICE	1105300 |560800|		2026/10	5,377.30
				CM198624	BCREIDT FOR ORIGINAL INVOICE	1105300 |560800|		2026/10	-5,377.30
				203658	REBILL FOR 198624 CORRECT RATE	1105300 |560800|		2026/10	3,576.86
						Total For Check # 337976			**12,554.02**
04/09/2026	337978	3730	IDT PAYMENT SERVICES, INC	117103	117103	1101700 |550890|	2617140	2026/10	1,138.50
						Total For Check # 337978			**1,138.50**
04/09/2026	337980	23	J D YOUNG COMPANY INC	1326182	LEASE & USAGE CHARGE FY26	1101010 |540330|		2026/10	217.58
				1326182	LEASE & USAGE CHARGE FY26	1101102 |540330|		2026/10	186.02
				1326182	LEASE & USAGE CHARGE FY26	1101200 |540330|		2026/10	181.66
				1326182	LEASE & USAGE CHARGE FY26	1101315 |540330|		2026/10	93.45
				1326182	LEASE & USAGE CHARGE FY26	1101400 |540330|		2026/10	321.95
				1326182	LEASE & USAGE CHARGE FY26	1101415 |540330|		2026/10	94.06
				1326182	LEASE & USAGE CHARGE FY26	1101700 |540330|		2026/10	217.58
				1326182	LEASE & USAGE CHARGE FY26	1101800 |540330|		2026/10	306.66
				1326182	LEASE & USAGE CHARGE FY26	1105300 |540330|		2026/10	176.68
				1326182	LEASE & USAGE CHARGE FY26	1106000 |540330|		2026/10	264.28
				1326182	LEASE & USAGE CHARGE FY26	1106002 |540330|		2026/10	269.26
				1326182	LEASE & USAGE CHARGE FY26	1101010 |540550|		2026/10	107.79
				1326182	LEASE & USAGE CHARGE FY26	1101102 |540550|		2026/10	326.42
				1326182	LEASE & USAGE CHARGE FY26	1101200 |540550|		2026/10	5.13
				1326182	LEASE & USAGE CHARGE FY26	1101315 |540550|		2026/10	57.96
				1326182	LEASE & USAGE CHARGE FY26	1101400 |540550|		2026/10	94.22
				1326182	LEASE & USAGE CHARGE FY26	1101415 |540550|		2026/10	62.96
				1326182	LEASE & USAGE CHARGE FY26	1101700 |540550|		2026/10	50.08
				1326182	LEASE & USAGE CHARGE FY26	1101800 |540550|		2026/10	152.99

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			1326182	LEASE & USAGE CHARGE FY26	1105300 |540550|		2026/10	71.27
			1326182	LEASE & USAGE CHARGE FY26	1106000 |540550|		2026/10	38.35
			1326182	LEASE & USAGE CHARGE FY26	1106002 |540550|		2026/10	151.49
			1326182	LEASE & USAGE CHARGE FY26	1101010 |560230|		2026/10	2.89
			1326182	LEASE & USAGE CHARGE FY26	1101102 |560230|		2026/10	5.95
			1326182	LEASE & USAGE CHARGE FY26	1101200 |560230|		2026/10	5.95
			1326182	LEASE & USAGE CHARGE FY26	1101315 |560230|		2026/10	2.86
			1326182	LEASE & USAGE CHARGE FY26	1101400 |560230|		2026/10	5.95
			1326182	LEASE & USAGE CHARGE FY26	1101415 |560230|		2026/10	2.86
			1326182	LEASE & USAGE CHARGE FY26	1101700 |560230|		2026/10	2.86
			1326182	LEASE & USAGE CHARGE FY26	1101800 |560230|		2026/10	5.95
			1326182	LEASE & USAGE CHARGE FY26	1105300 |560230|		2026/10	5.95
			1326182	LEASE & USAGE CHARGE FY26	1106000 |560230|		2026/10	8.69
			1326182	LEASE & USAGE CHARGE FY26	1106002 |560230|		2026/10	8.69
					Total For Check # 337980			**3,506.44**
04/09/2026	337981	2221 JOSEPHINE SHAW	MARCH 2026	MARCH 2026	1106002 |550280|		2026/10	211.04
					Total For Check # 337981			**211.04**
04/09/2026	337982	5131 KEVIN BEHE	6494	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
			6494	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
			6494	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
			6494	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.34
			6494	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			6494	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15848	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15848	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15848	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15848	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15848	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15848	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15868	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.22
			15868	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.19
			15868	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.57
			15868	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.00
			15868	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.14
			15868	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.29
			15846	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				15846	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				15846	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				15846	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
				15846	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
				15846	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
				15833	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
				15833	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
				15833	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
				15833	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
				15833	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
				15833	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
				15832	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
				15832	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				15832	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				15832	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
				15832	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
				15832	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
						Total For Check #	**337982**		**36.76**
04/09/2026	337987	614	LIGHTING INC/BROKEN ARROW	S3478238.001	BLANKET PO FOR MISC. LIGHTING	1106002 |560180|		2026/10	8.80
						Total For Check #	**337987**		**8.80**
04/09/2026	337988	4380	LOCK-DOC INC	033026-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106001 |540070|		2026/10	1,269.32
						Total For Check #	**337988**		**1,269.32**
04/09/2026	337989	131	LOCKE SUPPLY COMPANY	57923800-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	49.45
				57897934-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	9.96
				57923800-00A	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/10	89.68
						Total For Check #	**337989**		**149.09**
04/09/2026	337991	142	MOTOROLA SOLUTIONS INC	8282306569	Motorola Programming Cable	1101200 |560230|		2026/10	59.40
						Total For Check #	**337991**		**59.40**
04/09/2026	337992	777	MTTA	000000000087703	FY26 AGREEMENT	1101700 |540280|		2026/10	28,593.49
						Total For Check #	**337992**		**28,593.49**
04/09/2026	337994	25	NAPA AUTO PARTS	24775	4479	1105300 |560200|		2026/10	17.76
				24775	501058	1105300 |560200|		2026/10	105.98

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			24775	7370	1105300 |560200|		2026/10	34.84
			24775	7140	1105300 |560200|		2026/10	34.76
			24775	600591	1105300 |560200|		2026/10	59.25
			24775	600500	1105300 |560200|		2026/10	30.57
			24775	15W40BULK	1105300 |560210|		2026/10	150.78
			24775	2413	1105300 |560230|		2026/10	6.34
			24776	7269	1105300 |560200|		2026/10	225.34
			24776	7269	1105300 |560200|		2026/10	72.00
			24776	4DXHD	1105300 |560200|		2026/10	425.02
			24777	7269	1105300 |560200|		2026/10	-225.34
			24777	7269	1105300 |560200|		2026/10	-72.00
			24778	1748XD	1105300 |560200|		2026/10	33.74
			24778	3788	1105300 |560200|		2026/10	29.16
			24778	600564	1105300 |560200|		2026/10	33.61
			24778	9082	1105300 |560200|		2026/10	12.79
			24778	2809	1105300 |560200|		2026/10	57.93
			24778	15W40BULK	1105300 |560210|		2026/10	75.39
			24788	5003197	1106000 |560200|		2026/10	82.40
			24788		1106000 |560200|		2026/10	25.00
			24837	Y110101899	1106000 |560190|		2026/10	649.04
			24842	4318	1105300 |560200|		2026/10	14.65
			24842	LF14001NN	1105300 |560200|		2026/10	50.60
			24842	343216010	1105300 |560200|		2026/10	199.06
			24842	FS20194	1105300 |560200|		2026/10	94.50
			24842	15W40BULK	1105300 |560210|		2026/10	157.96
			24842	2413	1105300 |560230|		2026/10	6.34
			24846	5W20BULK	1106005 |560210|		2026/10	27.04
			24846	115	1106005 |560210|		2026/10	15.50
			24854	927658	1101700 |560200|		2026/10	46.02
			24854	502	1101700 |560200|		2026/10	45.44
			24859	4339006	1106000 |560200|		2026/10	324.12
			24859	4298184	1106000 |560200|		2026/10	151.86
			24859	85805	1106000 |560210|		2026/10	45.06
			24864	5900889	1105300 |560200|		2026/10	77.63
			24864	3096932	1105300 |560210|		2026/10	103.88
			24896	1344	1106005 |560200|		2026/10	7.22
			24896	3390	1106005 |560200|		2026/10	6.91
			24896	6438	1106005 |560200|		2026/10	17.20

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			24896	2985	1106005 |560200|		2026/10	16.18
			24896	15W40BULK	1106005 |560210|		2026/10	28.72
			24905	59239	1106000 |560200|		2026/10	64.39
			024956	7060	1105300 |560200|		2026/10	4.25
			024956	4579	1105300 |560200|		2026/10	7.11
			024956	2725	1105300 |560200|		2026/10	15.92
			024956	115	1105300 |560210|		2026/10	15.50
			024956	5W20BULK	1105300 |560210|		2026/10	23.66
			024964	1089026	1106000 |560200|		2026/10	326.62
			024964		1106000 |560200|		2026/10	83.38
			024970	BB5Z7803144BB	1101310 |560200|		2026/10	68.29
			024970	BB5Z7803145BB	1101310 |560200|		2026/10	68.29
			024744	230266	1106003 |560200|		2026/10	10.91
			024744	200679	1106003 |560200|		2026/10	45.38
			024744	7151	1106003 |560200|		2026/10	15.05
			024744	300458	1106003 |560200|		2026/10	49.89
			024744	15W40BULK	1106003 |560210|		2026/10	46.67
			024745	CA009562030	1105300 |560200|		2026/10	108.89
			024745	AN225001001	1105300 |560200|		2026/10	101.27
			024745	AN125001002	1105300 |560200|		2026/10	90.04
			024745	502	1105300 |560200|		2026/10	45.44
			024747	AN125001002	1105300 |560200|		2026/10	90.04
			024754	4215479	1105300 |560200|		2026/10	54.70
			024754	5263123	1105300 |560200|		2026/10	43.77
			024754	5263119	1105300 |560200|		2026/10	58.77
			024754	5405119	1105300 |560200|		2026/10	43.32
			024754	4209748	1105300 |560200|		2026/10	26.60
			024754	5698036	1105300 |560200|		2026/10	33.70
			024754	15W40BULK	1105300 |560210|		2026/10	28.72
					Total For Check #	**337994**		**4,870.82**
04/09/2026	337995		24769	3	1106000 |560200|		2026/10	8.17
			24782	3096932	1105300 |560210|		2026/10	25.97
			24787	MT1116	1105300 |560230|		2026/10	3.68
			24787	MT1115	1105300 |560230|		2026/10	3.08
			24789	EBGEL	1106000 |560230|		2026/10	7.07
			24799	690404S	1105300 |560200|		2026/10	12.96
			24801	122377	1106000 |560210|		2026/10	14.28

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				24802	2270602	1105300 |560200|		2026/10	15.34
				24850	600515	1105300 |560200|		2026/10	53.07
				24867	PKA0F3	1105300 |560210|		2026/10	3.64
				24868	3096932	1105300 |560210|		2026/10	25.97
				24870	3096932	1105300 |560210|		2026/10	25.97
				24872	4579	1105300 |560200|		2026/10	7.11
				24875	CS38110M	1105300 |560200|		2026/10	4.02
				24879	620400	1105300 |560200|		2026/10	6.62
				24879	NT2604	1105300 |560200|		2026/10	1.09
				24887	1015213	1105300 |560200|		2026/10	55.72
				24890	269NTA44	1105300 |560200|		2026/10	5.56
				24891	5859997	1105300 |560200|		2026/10	49.08
				24899	124184	1106000 |560210|		2026/10	21.42
				24901	789DEF	1106000 |560210|		2026/10	11.11
				024938	706620	1106000 |560210|		2026/10	3.80
				024940	SL3330	1105300 |560210|		2026/10	62.90
				024950	AHDWMPHDC1	1105300 |560230|		2026/10	7.93
				024950	SW050	1105300 |560230|		2026/10	3.32
				024959	9080XL	1106000 |560230|		2026/10	15.56
				024959	502	1106000 |560230|		2026/10	22.72
				024963	1394	1106000 |560200|		2026/10	4.25
				024963	3011	1106000 |560200|		2026/10	2.26
				024963	6449	1106000 |560200|		2026/10	13.64
				024963	5W30BULK	1106000 |560210|		2026/10	7.62
				024973	PKA0F3	1105300 |560210|		2026/10	3.64
				024974	3096932	1105300 |560210|		2026/10	25.97
				024975	4256574	1106000 |560200|		2026/10	23.68
				024975		1106000 |560200|		2026/10	14.00
				024749	615	1105300 |560210|		2026/10	45.90
				024753	K327224210	1106000 |560200|		2026/10	43.14
				024753	1258143012	1106000 |560200|		2026/10	15.53
				024755	5860030	1105300 |560200|		2026/10	54.10
				024759	RTU1EXT	1106000 |560210|		2026/10	8.61
				024761	46AWBULK	1105300 |560210|		2026/10	29.76
						Total For Check #	**337995**		**769.26**
04/09/2026	338000	98	OKLAHOMA NATURAL GAS CO	03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101700 |550240|		2026/10	131.31
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1105300 |550240|		2026/10	168.70

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106004 |550240|		2026/10	345.68
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101315 |550240|		2026/10	50.51
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106004 |550240|		2026/10	381.42
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106004 |550240|		2026/10	108.12
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106004 |550240|		2026/10	388.64
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101200 |550240|		2026/10	274.94
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106001 |550240|		2026/10	156.75
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106002 |550240|		2026/10	29.84
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101700 |550240|		2026/10	341.57
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101700 |550240|		2026/10	257.08
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106002 |550240|		2026/10	442.29
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106000 |550240|		2026/10	152.90
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1105300 |550240|		2026/10	229.53
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106005 |550240|		2026/10	100.05
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106002 |550240|		2026/10	29.84
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1106002 |550240|		2026/10	1,075.50
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	1101700 |550240|		2026/10	19.29
						Total For Check #	**338000**		**4,683.96**
04/09/2026	338005	3314	PALFINGER USA LLC	IN952147	UNIT # 2117 BRIAN GAYNOR	1106003 |540200|		2026/10	6,550.76
						Total For Check #	**338005**		**6,550.76**
04/09/2026	338007	5028	PPT HOLDINGS I, LLC	PUSA10090194298	Park Place IT Maintenance	1101200 |540550|		2026/10	9,356.31
				PUSA10090194303	Park Place IT Maintenance	1101200 |540550|		2026/10	4,205.76
				PUSA10090203606	Park Place IT Maintenance	1101200 |540550|		2026/10	14,225.84
						Total For Check #	**338007**		**27,787.91**
04/09/2026	338009	1388	PROFESSIONAL REPORTERS	219326	219326 JOB 180592	1101010 |530870|		2026/10	125.00
						Total For Check #	**338009**		**125.00**
04/09/2026	338011	5231	PROGRESS SOFTWARE	20092372	Progress FTP Software	1101200 |540550|		2026/10	654.50
						Total For Check #	**338011**		**654.50**
04/09/2026	338012	783	QUALITY SIGNS & BANNER	125523	125523	1101400 |550890|		2026/10	144.00
						Total For Check #	**338012**		**144.00**
04/09/2026	338015	2542	REPUBLIC SERVICES OF TULSA	0053-000429591	0053-000429591 ACCT 3-0053-0004448	1106002 |540330|		2026/10	2,704.02
				0053-000430933	0053-000430933 ACCT 3-0053-000448	1106002 |540330|		2026/10	2,969.26

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						Total For Check # 338015			**5,673.28**
04/09/2026	338019	5326	GERALD K JIMENEZ	1482	1482 MARCH SERVICE	1106003 |540280|		2026/10	3,080.00
						Total For Check # 338019			**3,080.00**
04/09/2026	338023	335	SERVICE OKLAHOMA	L1781656120	L1781656120	1105300 |560230|		2026/10	69.50
						Total For Check # 338023			**69.50**
04/09/2026	338025	2144	SITE ONE LANDSCAPE SUPPLY	163832920-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	36.68
				164063141-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	21.22
						Total For Check # 338025			**57.90**
04/09/2026	338026	303	SMITH FARM & GARDEN CO	117919	BLANKET PO FOR MISC. PARTS	1106000 |560200|		2026/10	7.00
						Total For Check # 338026			**7.00**
04/09/2026	338028	234	STOREY TOWING LLC	61806	61806	1105300 |540200|		2026/10	645.00
						Total For Check # 338028			**645.00**
04/09/2026	338039	949	TULSA WINNELSON COMPANY	696764 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	441.40
				696919 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	121.96
						Total For Check # 338039			**563.36**
04/09/2026	338041	2487	TYLER TECHNOLOGIES INC	CI100-00266373	CI100-00266373	1101102 |540550|		2026/10	10,393.89
				CI100-00261029	CI100-00261029	1101300 |540550|		2026/10	18,232.60
				025-547940	025-547940	1101800 |550550|		2026/10	1,552.50
						Total For Check # 338041			**30,178.99**
04/09/2026	338046	1169	VERIZON	6139136063	6139136063	1101200 |550540|		2026/10	40.01
						Total For Check # 338046			**40.01**
04/09/2026	338050	1095	WINDSTREAM HOLDINGS II LLC	100642705 03272026	FY26 ANNUAL AGREEMENT	1101700 |550220|		2026/10	305.08
				77452525	FY26 ANNUAL AGREEMENT	1101315 |550540|		2026/10	169.74
						Total For Check # 338050			**474.82**
						Total For Fund 110			**231,780.42**
						Number of Invoices For Fund 110			**618**

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04/02/2026	337806	16 BANK OF OKLAHOMA	0000URKKA000	0000URKKA000 2017A FAP	2215400 |581050|		2026/10	1,000.00
			0000URKKA000	0000URKKA000 2017B FAP	2215400 |581050|		2026/10	1,000.00
					Total For Check # 337806			**2,000.00**
					Total For Fund 221			**2,000.00**
					Number of Invoices For Fund 221			**2**

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04/02/2026	337819	882	COX COMMUNICATIONS	076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	2271700 |550540|		2026/10	52.40
						Total For Check # 337819			**52.40**
04/02/2026	337843	4768	INHOUSE ADVERSTISING LLC	9906	Inhouse Advertising annual contract for	2271700 |530870|		2026/10	10,700.00
						Total For Check # 337843			**10,700.00**
04/02/2026	337846	5131	KEVIN BEHE	15871	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
				15801	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
						Total For Check # 337846			**2.58**
04/09/2026	337982			6494	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.14
				15848	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15868	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	0.86
				15846	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
				15833	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15832	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
						Total For Check # 337982			**7.16**
04/09/2026	338000	98	OKLAHOMA NATURAL GAS CO	03/31/2026	MASTER BILL FOR MARCH 31, 2026	2271700 |550240|		2026/10	50.51
						Total For Check # 338000			**50.51**
04/09/2026	338050	1095	WINDSTREAM HOLDINGS II LLC	77452525	FY26 ANNUAL AGREEMENT	2271700 |550540|		2026/10	169.74
						Total For Check # 338050			**169.74**
						Total For Fund 227			**10,982.39**
						Number of Invoices For Fund 227			**12**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337786	1335	911 CUSTOM	62081A	emergency vehicle equipment (2) K9 F150	3293001 |570020|	2630030	2026/10	23,080.09
				62038C	COUNCIL APPROVED 11/17/2025 FY26	3293001 |570020|	2630290	2026/10	4,108.06
						Total For Check # 337786			**27,188.15**
04/02/2026	337797	4935	AMAZON.COM SALES INC	1J9Q-7HVW-Y4GD	Floor Mats for New PD Explorers	3293001 |570020|	2630010	2026/10	1,091.65
						Total For Check # 337797			**1,091.65**
04/02/2026	337898	868	COUNTRY FORD-MERCURY INC	95947	CITY COUNCIL APPROVED 10/21/25	3291700 |570020|	2617020	2026/10	28,211.00
						Total For Check # 338045			**28,211.00**
04/09/2026	338045			2011806	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011812	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011811	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011808	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011809	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011807	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
				2011810	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
						Total For Check # 338045			**407,463.00**
						Total For Fund 329			**463,953.80**
						Number of Invoices For Fund 329			**11**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337801	434	ANIXTER INC	37T080544	Access Control - Batteries	3301200 |570170|	2512080	2026/10	846.69
						Total For Check # 337801			**846.69**
04/02/2026	337852	131	LOCKE SUPPLY COMPANY	56630483-00A	BLANKET PO FOR PLUMBING &	3301700 |570150|	2217090	2026/10	49.85
				56630605-00A	BLANKET PO FOR PLUMBING &	3301700 |570150|	2217090	2026/10	22.66
						Total For Check # 337852			**72.51**
04/02/2026	337865	1006	PLAY AND PARK STRUCTURES	INV-00000463	300213 5501P-SQ steel deck	3306000 |570150|	2660130	2026/10	6,012.87
						Total For Check # 337865			**6,012.87**
04/02/2026	337868	5639	PRO-TECH ROOFING INC	INV-000212	ROOF REPLACE ON LOW SLOPE WEST	3301700 |570150|	2660390	2026/10	16,500.00
						Total For Check # 337868			**16,500.00**
04/02/2026	337894	2487	TYLER TECHNOLOGIES INC	045-556360	045-556360 MARCH 19, 2026	3301102 |570170|	2611010	2026/10	900.00
						Total For Check # 337894			**900.00**
04/09/2026	338010	4949	PROFESSIONAL TURF	4026918-00	CITY COUNCIL APPROVED 11/04/25 -	3306000 |570030|	2660070	2026/10	62,586.55
						Total For Check # 338010			**62,586.55**
04/09/2026	338029	4381	HOWMEDICA OSTEONICS	9210402695DM	New Lifepak 35's for BAFD	3303502 |570170|	2635180	2026/10	576,098.33
						Total For Check # 338029			**576,098.33**
04/09/2026	338034	1089	TRANE COMPANY	990451724	CITY COUNCIL APPROVED 02/03/26 -	3303501 |570170|	2635110	2026/10	101,098.50
						Total For Check # 338034			**101,098.50**
04/09/2026	338041	2487	TYLER TECHNOLOGIES INC	045-557233	045-557233	3301102 |570170|	2611010	2026/10	900.00
						Total For Check # 338041			**900.00**
						Total For Fund 330			**765,015.45**
						Number of Invoices For Fund 330			**10**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/09/2026	337948	1436	CHEROKEE PRIDE CONST. INC.	PA 1 ST24170	College Addition Ph 1 Asphalt Repair	3358023 |570150|	ST24170	2026/10	29,082.96
				PA 1 ST24170	College Addition Ph 1 Asphalt Repair	3358024 |570150|	ST24170	2026/10	552,148.46
						Total For Check # 337948			**581,231.42**
						Total For Fund 335			**581,231.42**
						Number of Invoices For Fund 335			**2**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337844	1448 INTOXIMETERS	811380	Dry Gas Canister and PBT Straws	3413001 |560230|		2026/10	337.75
					Total For Check # 337844			**337.75**
					Total For Fund 341			**337.75**
					Number of Invoices For Fund 341			**1**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337794	149 AMERICAN ELECTRIC	502-247-0-5 03232026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/10	56.19
			913-008-1-1 03202026	FY26 ANNUAL AGREEMENT 953-913-008-	3425300 |550250|		2026/10	143.76
			662-793-0-3 03202026	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/10	153.19
					Total For Check # 337794			**353.14**
04/02/2026	337851	614 LIGHTING INC/BROKEN ARROW	S3473248.001	BLANKET PO FOR MISC. LIGHTING	3425300 |560230|		2026/10	9.47
					Total For Check # 337851			**9.47**
04/09/2026	337926	149 AMERICAN ELECTRIC	111-611-0-2 03312026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/10	29,437.88
			983-871-0-9 03312026	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/10	23.48
					Total For Check # 337926			**29,461.36**
					Total For Fund 342			**29,823.97**
					Number of Invoices For Fund 342			**6**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337791	4394	ACTION SAFETY SUPPLY CO,	PA 9 FINAL ST25140	CITY COUNCIL APPROVED 04/01/25	3435300 |570150|	ST25140	2026/10	35,214.46
						Total For Check # 337791			**35,214.46**
04/02/2026	337793	2243	ADVANCED WORKZONE	0036596-IN	0036596-IN	3435300 |570150|	ST24270	2026/10	325.00
						Total For Check # 337793			**325.00**
04/02/2026	337802	4846	APAC-CENTRAL, INC.	7002424813	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26050	2026/10	48,520.84
						Total For Check # 337802			**48,520.84**
04/02/2026	337826	1275	ERGON ASPHALT &	9403674401	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26050	2026/10	1,168.68
						Total For Check # 337826			**1,168.68**
04/09/2026	337933	4846	APAC-CENTRAL, INC.	7002428043	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|		2026/10	45,171.02
						Total For Check # 337933			**45,171.02**
04/09/2026	337957	3018	CRAFCO INC	9403681207	9403681207	3435300 |570150|	ST24270	2026/10	1,291.50
				9403680012	9403680012	3435300 |570150|	ST24270	2026/10	1,555.50
						Total For Check # 337957			**2,847.00**
04/09/2026	337961	66	FERGUSON WATERWORKS	0798377	0798377 CUST 15279	3435300 |570150|	ST24270	2026/10	1,687.44
						Total For Check # 337961			**1,687.44**
04/09/2026	337965	355	G W VAN KEPPEL COMPANY	PSO437260-1	PSO437260-1 ASPHALT GAUGE	3435300 |570150|	ST24270	2026/10	120.74
						Total For Check # 337965			**120.74**
04/09/2026	337966	674	GARVER ENGINEERS	23T27010	Kenosha Sidewalks sycamore to Redbud	3435300 |570160|	ST23290	2026/10	1,328.05
				23T27010-15	Kenosha Sidewalks sycamore to Redbud	3435300 |570160|	ST23290	2026/10	1,306.95
						Total For Check # 337966			**2,635.00**
04/09/2026	337967	1256	GEODECA LLC	2603025	2603025	3435300 |570150|	ST26070	2026/10	2,072.00
						Total For Check # 337967			**2,072.00**
04/09/2026	338037	226	TULSA COUNTY ASSESSOR'S	10016555	10016555	3435300 |570150|	ST26290	2026/10	31,882.41
						Total For Check # 338037			**31,882.41**
						Total For Fund 343			**171,644.59**
						Number of Invoices For Fund 343			**13**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337743	856	AMERICAN FIDELITY	195524	Payroll Run 1 - Warrant 260327	344 |218420|		2026/9	200.28
				195524	Payroll Run 1 - Warrant 260327	344 |218430|		2026/9	180.50
						Total For Check # 337743			**380.78**
04/02/2026	337746	1319	COMMUNITY CARE EAP	195526	Payroll Run 1 - Warrant 260327	344 |218560|		2026/9	249.27
						Total For Check # 337746			**249.27**
04/02/2026	337749	1550	GENESIS HEALTH CLUBS	195527	Payroll Run 1 - Warrant 260327	344 |218150|		2026/9	692.87
						Total For Check # 337749			**692.87**
04/02/2026	337752	159	PRE-PAID LEGAL SERVICES,	195523	Payroll Run 1 - Warrant 260327	344 |218100|		2026/9	1,004.78
						Total For Check # 337752			**1,004.78**
04/02/2026	337754	5238	LUKAS GRAHAM	PDR 04132026	PER DIEM ARMED DYNAMIC MOVEMENT-	3443001 |550030|		2026/10	34.00
						Total For Check # 337754			**34.00**
04/02/2026	337755	4905	METROPOLITAN LIFE	195530	Payroll Run 1 - Warrant 260327	344 |218340|		2026/9	1,179.83
				195530	Payroll Run 1 - Warrant 260327	344 |218480|		2026/9	3,921.65
				195530	Payroll Run 1 - Warrant 260327	344 |218590|		2026/9	635.53
						Total For Check # 337755			**5,737.01**
04/02/2026	337782	1987	SURENCY LIFE & HEALTH INS.	195528	Payroll Run 1 - Warrant 260327	344 |218460|		2026/9	299.00
						Total For Check # 337782			**299.00**
04/02/2026	337783	5635	VISION SERVICE PLAN	195531	Payroll Run 1 - Warrant 260327	344 |218240|		2026/9	4,091.52
						Total For Check # 337783			**4,091.52**
04/02/2026	337794	149	AMERICAN ELECTRIC	757-559-0-9 03202026	FY26 ANNUAL AGREEMENT SINGLES	3443001 |550250|		2026/10	200.14
						Total For Check # 337794			**200.14**
04/02/2026	337796	4940	ALPHA AWARDS AND	INV-2603	INV-2603	3443001 |550890|		2026/10	120.00
						Total For Check # 337796			**120.00**
04/02/2026	337797	4935	AMAZON.COM SALES INC	1WQR-VWLL-CXPW	Another Order for Digital Crime Lab	3443001 |560550|		2026/10	13.27
				1XCY-GP4P-PP1F	Paddle Holsters for CPA Members	3443001 |560230|		2026/10	255.00
				1M7D-GXGV-V91N	Boxes for Moving Office Furniture, Items for	3443001 |560230|		2026/10	409.96
				1M7D-GXGV-V91N	Boxes for Moving Office Furniture, Items for	3443001 |570170|	2530070	2026/10	156.14
				11RF-363V-RDCP	Metal Detectors for CSI	3443001 |560550|		2026/10	219.98

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				11RL-HLX6-76WD	Amazon Order for Multiple PD Persons	3443001 |560230|		2026/10	74.45
				11RL-HLX6-76WD	Amazon Order for Multiple PD Persons	3443001 |560320|		2026/10	63.90
				1T94-K6FX-HGWY	Livestock Handling Equipment	3443009 |560230|		2026/10	480.76
						Total For Check # 337797			**1,673.46**
04/02/2026	337803	73	AT&T	9181470070 03012026	918 147-0070 426 9	3443006 |550220|		2026/10	1,830.40
						Total For Check # 337803			**1,830.40**
04/02/2026	337805	4763	B&M SUPPLIERS LLC	BLM-0969	Restock of Nitrile Gloves for PD	3443001 |560110|		2026/10	1,513.00
						Total For Check # 337805			**1,513.00**
04/02/2026	337815	37	CINTAS CORPORATION	5325191404	BLANKET PO FOR ALL DEPARTMENT	3443009 |560230|		2026/10	26.33
						Total For Check # 337815			**26.33**
04/02/2026	337819	882	COX COMMUNICATIONS	076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/10	464.83
				076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	3443009 |550540|		2026/10	5.27
						Total For Check # 337819			**470.10**
04/02/2026	337828	1016	FEDEX FREIGHT	5810051096	5810051096 FEB 5, 2026-MARCH 7, 2026	3443001 |550390|		2026/10	820.44
						Total For Check # 337828			**820.44**
04/02/2026	337829	1231	AT&T MOBILITY LLC	DVR022026	ACCT# 500634737 02/05-03/04/26	3443001 |550540|		2026/10	2,746.00
						Total For Check # 337829			**2,746.00**
04/02/2026	337837	2985	HARRISON ENERGY PARTNERS	240813	240813	3443008 |540070|		2026/10	677.00
						Total For Check # 337837			**677.00**
04/02/2026	337840	4320	HILL'S PET NUTRITION SALES	256544950	Animal Food for the shelter	3443009 |560230|		2026/10	192.13
						Total For Check # 337840			**192.13**
04/02/2026	337842	115	INCOG	E-002491	E-002491	3443006 |550220|		2026/10	13,806.74
						Total For Check # 337842			**13,806.74**
04/02/2026	337846	5131	KEVIN BEHE	15871	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				15871	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				15801	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				15801	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
						Total For Check # 337846			**7.08**

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04/02/2026	337851	614	LIGHTING INC/BROKEN ARROW	S3473992.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/10	22.67
						Total For Check # 337851			**22.67**
04/02/2026	337853	2355	LOCKEDINRN	03232026	Visiting Nurse 03/23/2026-03/27/2026	3443008 |530870|		2026/10	307.08
						Total For Check # 337853			**307.08**
04/02/2026	337854	3658	MALLORY SAFETY AND SUPPLY	6378460	Items for New SRT Members	3443001 |560100|		2026/10	456.00
				6382375	Items for New SRT Members	3443001 |560110|		2026/10	189.90
				6383190	SRT Prescription Lens Gas Mask Frame	3443001 |560110|		2026/10	130.91
						Total For Check # 337854			**776.81**
04/02/2026	337855	1566	MATLOCK SECURITY SERVICES	2026-01-14-5FB4P6	2026-01-14-5FB4P6	3443001 |540070|		2026/10	1,633.45
						Total For Check # 337855			**1,633.45**
04/02/2026	337857	5352	MED-TECH RESOURCE LLC	158212	Restock of PD Spit Hoods	3443001 |560110|		2026/10	562.14
						Total For Check # 337857			**562.14**
04/02/2026	337858	5631	MOBILE LOCKSMITH EXPRESS	42222	UNIT 1856 brian	3443001 |540200|		2026/10	355.00
						Total For Check # 337858			**355.00**
04/02/2026	337859	25	NAPA AUTO PARTS	24698	F000702	3443001 |560190|		2026/10	148.60
				24706	7502	3443001 |560200|		2026/10	4.25
				24706	FB5Z17A605B	3443001 |560200|		2026/10	42.22
				24706	BB5Z17603A	3443001 |560200|		2026/10	35.24
				24706	20811	3443001 |560210|		2026/10	24.39
				24706	115	3443001 |560210|		2026/10	15.50
				24706	5W20BULK	3443001 |560210|		2026/10	20.28
				24709	7060	3443001 |560200|		2026/10	4.25
				24709	20811	3443001 |560210|		2026/10	24.39
				24709	115	3443001 |560210|		2026/10	15.50
				24709	5W20BULK	3443001 |560210|		2026/10	23.66
				24715	FB5Z6038B	3443001 |560200|		2026/10	146.42
				24715	6202516	3443001 |560200|		2026/10	-70.19
				24728	MTP65HD	3443001 |560200|		2026/10	149.29
				024812	860	3443001 |560200|		2026/10	10.94
				024812	FT8825	3443001 |560200|		2026/10	56.72
				024812	FT8855	3443001 |560200|		2026/10	57.82

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			024812	2413	3443001 |560210|		2026/10	6.34
			024822	100255	3443001 |560200|		2026/10	4.25
			024822	20811	3443001 |560210|		2026/10	24.39
			024822	115	3443001 |560210|		2026/10	15.50
			024822	0W20BULK	3443001 |560210|		2026/10	28.64
			024828	FT881774	3443001 |560200|		2026/10	186.60
			024828	FT880395	3443001 |560200|		2026/10	135.40
			24656	7502	3443001 |560200|		2026/10	4.25
			24656	5W20BULK	3443001 |560210|		2026/10	20.28
			24656	20811	3443001 |560210|		2026/10	24.39
			24656	115	3443001 |560210|		2026/10	15.50
			24660	F012114	3443001 |560190|		2026/10	136.43
			24663	7502	3443001 |560200|		2026/10	4.25
			24663	230266	3443001 |560200|		2026/10	10.91
			24663	9883	3443001 |560200|		2026/10	25.46
			24663	20811	3443001 |560210|		2026/10	24.39
			24663	115	3443001 |560210|		2026/10	15.50
			24663	5W30BULK	3443001 |560210|		2026/10	22.86
			24667	6022864	3443001 |560200|		2026/10	76.43
			24667	2653239	3443001 |560200|		2026/10	30.47
			24667	2653240	3443001 |560200|		2026/10	30.42
			24667	2607470	3443001 |560200|		2026/10	114.93
			24667	2607471	3443001 |560200|		2026/10	114.93
			24669	F2GZ1A189A	3443001 |560200|		2026/10	297.32
			24672	4017	3443001 |560200|		2026/10	8.00
			24672	9756	3443001 |560200|		2026/10	14.86
			24672	7060	3443001 |560200|		2026/10	4.25
			24672	20811	3443001 |560210|		2026/10	24.39
			24672	115	3443001 |560210|		2026/10	15.50
			24672	5W20BULK	3443001 |560210|		2026/10	23.66
			24676	FB5Z6068D	3443001 |560200|		2026/10	140.60
			24676	6202516	3443001 |560200|		2026/10	70.19
			24683	MTP65HD	3443001 |560200|		2026/10	149.29
			024593	F008921	3443001 |560190|		2026/10	712.08
			024610	7060	3443001 |560200|		2026/10	4.25
			024610	20811	3443001 |560210|		2026/10	24.39
			024610	115	3443001 |560210|		2026/10	15.50
			024610	5W20BULK	3443001 |560210|		2026/10	23.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				024615	7060	3443001 |560200|		2026/10	4.25
				024615	20811	3443001 |560210|		2026/10	24.39
				024615	115	3443001 |560210|		2026/10	15.50
				024615	5W20BULK	3443001 |560210|		2026/10	23.66
						Total For Check #	**337859**		**3,377.54**
04/02/2026	337860			24710	7502	3443001 |560200|		2026/10	4.25
				024832	681724991AA	3443001 |560200|		2026/10	39.55
				024614	100255	3443001 |560200|		2026/10	4.25
				024614	20811	3443001 |560210|		2026/10	24.39
				024614	115	3443001 |560210|		2026/10	15.50
				024616	0W20BULK	3443001 |560210|		2026/10	28.64
						Total For Check #	**337860**		**116.58**
04/02/2026	337864	1942	OKLAHOMA VETERINARY	289814	289814	3443001 |530870|		2026/10	1,207.48
						Total For Check #	**337864**		**1,207.48**
04/02/2026	337866	291	PRECISION DELTA	35216	CITY COUNCIL APPROVED 12/11/25 -	3443001 |560320|		2026/10	26,801.25
						Total For Check #	**337866**		**26,801.25**
04/02/2026	337869	3244	QUALITY STITCHING, LLC	2206	RTIC Shirts and Jackets	3443001 |560100|		2026/10	234.68
						Total For Check #	**337869**		**234.68**
04/02/2026	337883	4620	STOP STICK	0041988-IN	Restock of Stop Sticks and Training Stop	3443001 |560240|		2026/10	14,893.00
						Total For Check #	**337883**		**14,893.00**
04/02/2026	337884	5285	SUPER KLEAN CAR WASH	MARCH 2026	Car Washes invoiced once per month to be	3443001 |540200|		2026/10	1,010.00
						Total For Check #	**337884**		**1,010.00**
04/02/2026	337886	1266	TIGER WINDOW TINTING	INV-1486	INV-1486 MARCH 18, 2026	3443001 |540200|		2026/10	124.20
						Total For Check #	**337886**		**124.20**
04/09/2026	337903	2287	JAMES TAYLOR	PDR 04122026	PER DIEM FBI COURSE	3443001 |550030|		2026/10	320.00
						Total For Check #	**337903**		**320.00**
04/09/2026	337915	2894	RODNEY GARNER	PDR 04122026	PER DIEM FBI BASIC	3443001 |550030|		2026/10	320.00
						Total For Check #	**337915**		**320.00**

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04/09/2026	337926	149	AMERICAN ELECTRIC	234-103-0-2 04012026	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/10	15,287.20
				234-103-0-2 04012026	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/10	1,617.31
						Total For Check #	**337926**		**16,904.51**
04/09/2026	337930	4935	AMAZON.COM SALES INC	1614-4JRL-1M3H	Restock of PD Batteries	3443001 |560230|		2026/10	601.15
						Total For Check #	**337930**		**601.15**
04/09/2026	337942	4584	BROKEN ARROW PET RESORT	38615	38615	3443001 |530870|		2026/10	280.00
						Total For Check #	**337942**		**280.00**
04/09/2026	337944	5454	CARDS NEO, LLC	354340	Trash/Recycling Service for PSC FY26	3443001 |540070|		2026/10	302.50
						Total For Check #	**337944**		**302.50**
04/09/2026	337951	1391	CLEAN THE UNIFORM CO	52186062	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	4.71
				52186063	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	4.71
						Total For Check #	**337951**		**9.42**
04/09/2026	337960	1016	FEDEX FREIGHT	5810051096 02232026	5810051096 02/23/2026 ACCOUNT	3443001 |550390|		2026/10	1,983.61
						Total For Check #	**337960**		**1,983.61**
04/09/2026	337972	5440	HHM FACILITY MANAGEMENT,	169701	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	593.39
				169701	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	143.85
				169701	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	89.91
				169700	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	69.23
				169700	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	16.78
				169700	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	10.49
				169699	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	296.69
				169699	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	71.93
				169699	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	44.95
				169698	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	79.12
				169698	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	19.18
				169698	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	11.99
				169697	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	47.47
				169697	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	11.51
				169697	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	7.19
				169696	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	979.08
				169696	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	237.36
				169696	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	148.34

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			169695	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	247.24
			169695	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	59.94
			169695	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	37.46
			169694	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	197.79
			169694	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	47.95
			169694	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	29.97
			169693	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	189.88
			169693	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	46.03
			169693	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	28.77
			169692	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	110.77
			169692	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	26.85
			169692	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	16.78
			169691	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	25.71
			169691	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	6.23
			169691	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	3.90
			169690	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	276.91
			169690	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	67.13
			169690	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	41.96
			169689	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	316.47
			169689	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	76.72
			169689	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	47.95
			169688	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	356.03
			169688	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	86.31
			169688	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	53.94
			169687	CUSTODIAL BID# 25.161	3443001 |540070|		2026/10	70.22
			169687	CUSTODIAL BID# 25.161	3443008 |540070|		2026/10	17.02
			169687	CUSTODIAL BID# 25.161	3443009 |540070|		2026/10	10.64
					Total For Check #	**337972**		**5,375.03**
04/09/2026	337980	23 J D YOUNG COMPANY INC	1326182	LEASE & USAGE CHARGE FY26	3443001 |540330|		2026/10	384.45
			1326182	LEASE & USAGE CHARGE FY26	3443006 |540330|		2026/10	94.06
			1326182	LEASE & USAGE CHARGE FY26	3443008 |540330|		2026/10	87.60
			1326182	LEASE & USAGE CHARGE FY26	3443009 |540330|		2026/10	87.60
			1326182	LEASE & USAGE CHARGE FY26	3443010 |540330|		2026/10	208.24
			1326182	LEASE & USAGE CHARGE FY26	3443001 |540550|		2026/10	365.87
			1326182	LEASE & USAGE CHARGE FY26	3443006 |540550|		2026/10	32.02
			1326182	LEASE & USAGE CHARGE FY26	3443009 |540550|		2026/10	7.48
			1326182	LEASE & USAGE CHARGE FY26	3443010 |540550|		2026/10	8.08

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				1326182	LEASE & USAGE CHARGE FY26	3443001 |560230|		2026/10	11.67
				1326182	LEASE & USAGE CHARGE FY26	3443006 |560230|		2026/10	2.86
				1326182	LEASE & USAGE CHARGE FY26	3443008 |560230|		2026/10	5.83
				1326182	LEASE & USAGE CHARGE FY26	3443009 |560230|		2026/10	2.86
				1326182	LEASE & USAGE CHARGE FY26	3443010 |560230|		2026/10	2.86
						Total For Check # 337980			**1,301.48**
04/09/2026	337982	5131	KEVIN BEHE	6494	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				6494	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				15848	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				15848	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15868	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.22
				15868	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.14
				15846	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				15846	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				15833	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				15833	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15832	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				15832	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
						Total For Check # 337982			**19.67**
04/09/2026	337983	3876	KRISTI WITTLICH	03312026	Professional Services Veterinary Consult	3443009 |530870|		2026/10	617.00
						Total For Check # 337983			**617.00**
04/09/2026	337994	25	NAPA AUTO PARTS	24765	100255	3443001 |560200|		2026/10	4.25
				24765	20811	3443001 |560210|		2026/10	24.39
				24765	115	3443001 |560210|		2026/10	15.50
				24765	0W20BULK	3443001 |560210|		2026/10	28.64
				24779	7060	3443001 |560200|		2026/10	4.25
				24779	20811	3443001 |560210|		2026/10	24.39
				24779	115	3443001 |560210|		2026/10	15.50
				24779	5W20BULK	3443001 |560210|		2026/10	23.66
				24798	F011685	3443001 |560190|		2026/10	144.21
				24838	MTP48H6	3443001 |560200|		2026/10	158.02
				24845	7502	3443001 |560200|		2026/10	4.25
				24845	6026PP	3443001 |560200|		2026/10	12.64
				24845	6022PP	3443001 |560200|		2026/10	10.74
				24845	9005N	3443001 |560200|		2026/10	8.10

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			24845	20811	3443001 |560210|		2026/10	24.39
			24845	115	3443001 |560210|		2026/10	15.50
			24845	5W20BULK	3443001 |560210|		2026/10	20.28
			24848	100255	3443001 |560200|		2026/10	4.25
			24848	20811	3443001 |560210|		2026/10	24.39
			24848	115	3443001 |560210|		2026/10	15.50
			24848	0W20BULK	3443001 |560210|		2026/10	28.64
			24848	2413	3443001 |560230|		2026/10	6.34
			24849	7502	3443001 |560200|		2026/10	4.25
			24849	5W20BULK	3443001 |560210|		2026/10	20.28
			24849	115	3443001 |560210|		2026/10	15.50
			24849	20811	3443001 |560210|		2026/10	24.39
			24852	7060	3443001 |560200|		2026/10	4.25
			24852	4579	3443001 |560200|		2026/10	7.11
			24852	2725	3443001 |560200|		2026/10	15.92
			24852	20811	3443001 |560210|		2026/10	24.39
			24852	115	3443001 |560210|		2026/10	15.50
			24852	5W20BULK	3443001 |560210|		2026/10	23.66
			24853	7502	3443009 |560200|		2026/10	4.25
			24853	230266	3443009 |560200|		2026/10	10.91
			24853	9883	3443009 |560200|		2026/10	12.73
			24853	115	3443009 |560210|		2026/10	15.50
			24853	5W20BULK	3443009 |560210|		2026/10	27.04
			24857	6022PP	3443001 |560200|		2026/10	53.70
			24857	6026PP	3443001 |560200|		2026/10	25.28
			24857	60191B	3443001 |560200|		2026/10	95.20
			24858	1394	3443001 |560200|		2026/10	8.50
			24858	20811	3443001 |560210|		2026/10	48.78
			24858	115	3443001 |560210|		2026/10	31.00
			24858	0W20BULK	3443001 |560210|		2026/10	17.90
			24892	6509	3443001 |560200|		2026/10	53.52
			24892	239183	3443001 |560210|		2026/10	167.88
			024944	F012114	3443001 |560190|		2026/10	136.43
			024955	15109431	3443001 |560200|		2026/10	270.96
			024955	19257104	3443001 |560200|		2026/10	194.89
			024955	19299717	3443001 |560200|		2026/10	521.93
			024955	23481275	3443001 |560200|		2026/10	88.81
			024958	7502	3443001 |560200|		2026/10	4.25

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				024958	4068	3443001 |560200|		2026/10	5.32
				024958	6935	3443001 |560200|		2026/10	9.55
				024958	2413	3443001 |560200|		2026/10	6.34
				024958	5W20BULK	3443001 |560210|		2026/10	20.28
				024958	115	3443001 |560210|		2026/10	15.50
				024958	20811	3443001 |560210|		2026/10	24.39
				024961	1372	3443001 |560200|		2026/10	4.25
				024961	5W20BULK	3443001 |560210|		2026/10	23.66
				024961	20811	3443001 |560210|		2026/10	24.39
				024961	115	3443001 |560210|		2026/10	15.50
				024968	DG1Z1015A	3443001 |560200|		2026/10	142.02
				024969	DA8Z9275A	3443001 |560200|		2026/10	164.84
				024969	DB5Z9H307C	3443001 |560200|		2026/10	392.73
				024741	6509	3443001 |560210|		2026/10	26.76
				024741	IC930	3443001 |560210|		2026/10	101.58
				024757	100255	3443001 |560200|		2026/10	4.25
				024757	4211	3443001 |560200|		2026/10	14.22
				024757	200942	3443001 |560200|		2026/10	15.75
				024757	115	3443001 |560210|		2026/10	15.50
				024757	20811	3443001 |560210|		2026/10	24.39
				024757	0W20BULK	3443001 |560210|		2026/10	28.64
						Total For Check #	**337994**		**3,642.40**
04/09/2026	337995			24767	PA3874	3443001 |560200|		2026/10	29.17
				24840	EBGEL	3443001 |560230|		2026/10	7.07
				24841	68465573AA	3443001 |560200|		2026/10	34.03
				24876	230320	3443001 |560200|		2026/10	25.42
				24876	230322	3443001 |560200|		2026/10	12.44
				24894	ECR2032BP	3443001 |560200|		2026/10	6.08
				024946	5W20BULK	3443001 |560210|		2026/10	23.66
				024946	115	3443001 |560210|		2026/10	15.50
				024743	7302442	3443001 |560200|		2026/10	7.42
						Total For Check #	**337995**		**160.79**
04/09/2026	337998	49	OKLAHOMA DEPT OF PUBLIC	LET-022215	LET-022215 OLETS FEB 2026	3443006 |550540|		2026/10	3,805.00
						Total For Check #	**337998**		**3,805.00**
04/09/2026	337999	1303	OKLAHOMA DEPT. OF LABOR	B996741 & B996744	B996741 & B996744 BROKEN ARROW	3443001 |540070|		2026/10	50.00

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						Total For Check # 337999			**50.00**
04/09/2026	338000	98	OKLAHOMA NATURAL GAS CO	03/31/2026	MASTER BILL FOR MARCH 31, 2026	3443001 |550240|		2026/10	262.86
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3443001 |550240|		2026/10	34.35
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3443001 |550240|		2026/10	455.92
						Total For Check # 338000			**753.13**
04/09/2026	338003	96	OTA PIKEPASS CENTER	20260393121	20260393121	3443001 |550030|		2026/10	160.70
						Total For Check # 338003			**160.70**
04/09/2026	338016	5439	RIGID EMERGENCY VEHICLES	911-320	911-320	3443001 |540200|		2026/10	255.00
						Total For Check # 338016			**255.00**
04/09/2026	338021	4271	SAFEWARE INC	30331866	FY26 Patrol Shields	3443001 |570170|	2630130	2026/8	36,250.67
						Total For Check # 338021			**36,250.67**
04/09/2026	338024	1586	PETER GERNER	5750	5750	3443001 |540200|		2026/10	481.50
						Total For Check # 338024			**481.50**
04/09/2026	338030	5285	SUPER KLEAN CAR WASH	04202026	Car Washes invoiced once per month to be	3443001 |540200|		2026/10	940.00
						Total For Check # 338030			**940.00**
04/09/2026	338046	1169	VERIZON	6139136063	6139136063	3443001 |550540|		2026/10	125.04
						Total For Check # 338046			**125.04**
						Total For Fund 344			**162,652.53**
						Number of Invoices For Fund 344			**289**

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04/02/2026	337743	856	AMERICAN FIDELITY	195524	Payroll Run 1 - Warrant 260327	345 |218420|		2026/9	11.10
						Total For Check # 337743			**11.10**
04/02/2026	337746	1319	COMMUNITY CARE EAP	195526	Payroll Run 1 - Warrant 260327	345 |218560|		2026/9	205.44
						Total For Check # 337746			**205.44**
04/02/2026	337749	1550	GENESIS HEALTH CLUBS	195527	Payroll Run 1 - Warrant 260327	345 |218150|		2026/9	243.36
						Total For Check # 337749			**243.36**
04/02/2026	337752	159	PRE-PAID LEGAL SERVICES,	195523	Payroll Run 1 - Warrant 260327	345 |218100|		2026/9	162.48
						Total For Check # 337752			**162.48**
04/02/2026	337755	4905	METROPOLITAN LIFE	195530	Payroll Run 1 - Warrant 260327	345 |218340|		2026/9	101.30
				195530	Payroll Run 1 - Warrant 260327	345 |218480|		2026/9	135.10
				195530	Payroll Run 1 - Warrant 260327	345 |218590|		2026/9	101.80
						Total For Check # 337755			**338.20**
04/02/2026	337782	1987	SURENCY LIFE & HEALTH INS.	195528	Payroll Run 1 - Warrant 260327	345 |218460|		2026/9	78.00
						Total For Check # 337782			**78.00**
04/02/2026	337783	5635	VISION SERVICE PLAN	195531	Payroll Run 1 - Warrant 260327	345 |218240|		2026/9	74.22
						Total For Check # 337783			**74.22**
04/02/2026	337788	1	ACCURATE FIRE EQUIP CO INC	3-127756	APW Water extinguishers	3453501 |560240|		2026/10	799.00
						Total For Check # 337788			**799.00**
04/02/2026	337792	489	ADMIRAL EXPRESS LLC	209976-S	209976-S FEB 2026	3453502 |560030|		2026/10	734.16
				210003-S	210003-S FEB 28, 2026	3453501 |560030|		2026/10	116.97
						Total For Check # 337792			**851.13**
04/02/2026	337794	149	AMERICAN ELECTRIC	027-427-0-6 03202026	FY26 ANNUAL AGREEMENT SINGLES	3453501 |550250|		2026/10	856.95
						Total For Check # 337794			**856.95**
04/02/2026	337797	4935	AMAZON.COM SALES INC	14CK-LCCP-6PWP	EXIT SIGNS-FOR KIN BOOTH	3453501 |560180|		2026/10	79.98
				14X1-MQ3Y-TWYN	ITEM: BIC Round Stic Xtra Life Ballpoint	3453501 |560030|		2026/10	46.46
						Total For Check # 337797			**126.44**
04/02/2026	337807	874	BATTERIES PLUS	P90464522	BATTERY POWERSPORT for supry	3453502 |560310|		2026/10	563.90

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						Total For Check # 337807			**563.90**
04/02/2026	337808	18	BOUND TREE MEDICAL	86136411	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/10	791.78
				86144567	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/10	2,544.65
						Total For Check # 337808			**3,336.43**
04/02/2026	337811	982	C&C JANITORIAL AND LAWN	84275	BACKUP BLANKET PO - JANITORIAL	3453501 |560300|		2026/10	294.24
						Total For Check # 337811			**294.24**
04/02/2026	337815	37	CINTAS CORPORATION	5325191403	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/10	46.00
						Total For Check # 337815			**46.00**
04/02/2026	337819	882	COX COMMUNICATIONS	076689001 03242026	FY26 ANNUAL AGREEMENT 001 6311	3453501 |550540|		2026/10	776.84
						Total For Check # 337819			**776.84**
04/02/2026	337822	4957	DIGITECH COMPUTER LLC	618002384	618002384 MARCH 20, 2026	3453502 |550280|		2026/10	27,480.53
						Total For Check # 337822			**27,480.53**
04/02/2026	337829	1231	AT&T MOBILITY LLC	DVR022026	ACCT# 500634737 02/05-03/04/26	3453501 |550540|		2026/10	1,156.75
						Total For Check # 337829			**1,156.75**
04/02/2026	337839	798	HENRY SCHEIN INC	54666920	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/10	168.01
				54746603	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/10	161.08
						Total For Check # 337839			**329.09**
04/02/2026	337846	5131	KEVIN BEHE	15871	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15801	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
						Total For Check # 337846			**8.37**
04/02/2026	337850	1088	LIFE ASSIST INC	2088173	BLANKET PO FOR EMS	3453502 |560230|		2026/10	40.00
						Total For Check # 337850			**40.00**
04/02/2026	337859	25	NAPA AUTO PARTS	024645	HC3Z9155J	3453502 |560200|		2026/10	169.31
				24718	7151	3453502 |560200|		2026/10	15.05
				24718	300458	3453502 |560200|		2026/10	49.89
				24718	230266	3453502 |560200|		2026/10	10.91
				24718	200905	3453502 |560200|		2026/10	20.38
				24718	15W40BULK	3453502 |560210|		2026/10	46.67

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			24661	1748XD	3453501 |560200|		2026/10	33.74
			24661	3936	3453501 |560200|		2026/10	17.75
			24661	3604XE	3453501 |560200|		2026/10	29.79
			24661	6891	3453501 |560200|		2026/10	149.35
			24661	15W40BULK	3453501 |560210|		2026/10	93.34
			24697	17510ZS9000ZA	3453501 |560200|		2026/10	257.99
			24697	16950ZS9003	3453501 |560200|		2026/10	91.04
			24697	16220ZE1020	3453501 |560210|		2026/10	10.47
			24697	16212ZH8800	3453501 |560210|		2026/10	6.39
			24697	16100Z0VD12	3453501 |560210|		2026/10	197.72
			24697	90503898000	3453501 |560210|		2026/10	25.56
			24697	9.50024E+11	3453501 |560210|		2026/10	14.12
			24697	93600050100A	3453501 |560210|		2026/10	8.34
			24697	91551898000	3453501 |560210|		2026/10	22.16
			24697	90851898000	3453501 |560210|		2026/10	30.00
			24697	9.57011E+11	3453501 |560210|		2026/10	13.92
			24697	17304ZS9R30	3453501 |560210|		2026/10	20.21
			24697	17670Z25R30	3453501 |560210|		2026/10	21.94
			24697	17630ZS9013	3453501 |560210|		2026/10	36.19
			24697	17620ZS9R32	3453501 |560210|		2026/10	55.08
			24697	16958ZS9000	3453501 |560210|		2026/10	7.78
			24697	16953ZS9000	3453501 |560210|		2026/10	15.00
			024594	1036	3453501 |560200|		2026/10	4.25
			024594	3481	3453501 |560200|		2026/10	9.55
			024594	2098	3453501 |560200|		2026/10	6.36
			024594	NPB20	3453503 |560200|		2026/10	16.24
			024594	115	3453503 |560210|		2026/10	15.50
			024594	122319	3453503 |560210|		2026/10	35.70
			024609	24MXHD	3453504 |560200|		2026/10	302.22
			024620	522584	3453503 |560200|		2026/10	188.33
			024621	7151	3453502 |560200|		2026/10	15.05
			024621	300458	3453502 |560200|		2026/10	49.89
			024621	230266	3453502 |560200|		2026/10	10.91
			024621	200905	3453502 |560200|		2026/10	20.38
			024621	15W40BULK	3453502 |560210|		2026/10	46.67
					Total For Check # 337859			**2,191.14**
04/02/2026	337860		24713	16269ZE1800	3453501 |560210|		2026/10	2.96

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				24723	6527206	3453501 |560210|		2026/10	19.43
				24653	2413	3453502 |560230|		2026/10	6.34
				24653	9080XXL	3453502 |560230|		2026/10	15.56
				024627	FTC80631	3453501 |560200|		2026/10	42.80
						Total For Check # 337860			**87.09**
04/02/2026	337868	5639	PRO-TECH ROOFING INC	22602953	ROOF REPAIR AT FIRE STATION #6	3453501 |540070|		2026/10	550.00
						Total For Check # 337868			**550.00**
04/02/2026	337885	1342	TELEFLEX LLC	9511343980	BLANKET PO EMS SUPPLIES	3453502 |560230|		2026/10	600.00
						Total For Check # 337885			**600.00**
04/02/2026	337900	1095	WINDSTREAM HOLDINGS II LLC	101197624 03312026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/10	71.47
				101197628 03312026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/10	66.24
				101222666 03232026	FY26 ANNUAL AGREEMENT	3453501 |550220|		2026/10	59.37
						Total For Check # 337900			**197.08**
04/09/2026	337901	891	BRYAN MYRICK	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337901			**320.00**
04/09/2026	337904	2195	JAMIE MIKISH	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337904			**320.00**
04/09/2026	337905	1852	JEREMY MOORE	PDR 04172026	PER DIEM 2026 NATIONAL PELRA CONF	3453501 |550030|		2026/10	344.00
						Total For Check # 337905			**344.00**
04/09/2026	337910	2190	MICHAEL WHINERY	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337910			**320.00**
04/09/2026	337916	893	RYAN LAWSON	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337916			**320.00**
04/09/2026	337917	5679	SPENCER ROBERTS	PDR 04192026	PER DIEM FDIC 2026	3453503 |550030|		2026/10	320.00
						Total For Check # 337917			**320.00**
04/09/2026	337918	2675	TIMOTHY AMBROSE	PDR 04192026	PER DIEM FDIC CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337918			**320.00**

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04/09/2026	337919	2906	TREVOR ELLIOTT	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337919			**320.00**
04/09/2026	337921	712	WILLIAM WILKINSON	PDR 04192026	PER DIEM FDIC 2026 CONF	3453503 |550030|		2026/10	320.00
						Total For Check # 337921			**320.00**
04/09/2026	337924	1	ACCURATE FIRE EQUIP CO INC	3-127757	3-127757	3453501 |530870|		2026/10	552.90
						Total For Check # 337924			**552.90**
04/09/2026	337926	149	AMERICAN ELECTRIC	284-103-0-3 03272026	FY26 ANNUAL AGREEMENT 953-284-103-	3453501 |550250|		2026/10	4,982.39
						Total For Check # 337926			**4,982.39**
04/09/2026	337930	4935	AMAZON.COM SALES INC	1HVG-HQRG-3WK3	Straps, cleaner, keys	3453501 |560230|		2026/10	37.98
				1HVG-HQRG-3WK3	Straps, cleaner, keys	3453501 |560300|		2026/10	35.64
						Total For Check # 337930			**73.62**
04/09/2026	337935	885	ATWOOD DISTRIBUTING LP	3814	BLANKET PO SAFETY SHOES & MISC	3453501 |560230|		2026/10	66.97
						Total For Check # 337935			**66.97**
04/09/2026	337951	1391	CLEAN THE UNIFORM CO	52184333	52184333	3453501 |540330|		2026/10	31.22
				52184333	52184333	3453501 |560300|		2026/10	77.00
				52183837	52183837	3453501 |540330|		2026/10	24.85
				52183837	52183837	3453501 |560300|		2026/10	12.50
				52183836	52183836	3453501 |540330|		2026/10	2.94
				52184958	52184958	3453501 |540330|		2026/10	30.78
				52184958	52184958	3453501 |560300|		2026/10	145.00
				52184959	52184959	3453501 |540330|		2026/10	42.01
				52184959	52184959	3453501 |560300|		2026/10	77.50
				52185437	52185437	3453501 |540330|		2026/10	38.72
				52185437	52185437	3453501 |560300|		2026/10	95.43
				52185432	52185432	3453501 |540330|		2026/10	27.35
				52185432	52185432	3453501 |560300|		2026/10	37.00
				52185436	52185436	3453501 |540330|		2026/10	38.38
				52185436	52185436	3453501 |560300|		2026/10	17.50
						Total For Check # 337951			**698.18**
04/09/2026	337958	46	CUMMINS SOUTHERN PLAINS	91-260393825	UNIT # 1047 JEFF	3453501 |540200|		2026/10	446.50
						Total For Check # 337958			**446.50**

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04/09/2026	337968	1877	GERBER COLLISION & GLASS	B33E4002	Paint and body repairs for unit 2368	3453502 |540200|		2026/10	13,950.65
						Total For Check # 337968			**13,950.65**
04/09/2026	337969	5026	DALE GRAHAM	312	312	3453501 |540070|		2026/10	998.00
						Total For Check # 337969			**998.00**
04/09/2026	337971	106	HACH COMPANY	14939741	BLANKET PO CHEM/LAB SUPPLIES	3453502 |560230|		2026/10	1,332.00
						Total For Check # 337971			**1,332.00**
04/09/2026	337979	3537	J & J BOWERS LAWN CARE	32926	32926	3453503 |540280|		2026/10	450.00
						Total For Check # 337979			**450.00**
04/09/2026	337980	23	J D YOUNG COMPANY INC	1326182	LEASE & USAGE CHARGE FY26	3453501 |540330|		2026/10	279.57
				1326182	LEASE & USAGE CHARGE FY26	3453503 |540330|		2026/10	254.68
				1326182	LEASE & USAGE CHARGE FY26	3453501 |540550|		2026/10	87.25
				1326182	LEASE & USAGE CHARGE FY26	3453503 |540550|		2026/10	111.64
				1326182	LEASE & USAGE CHARGE FY26	3453501 |560230|		2026/10	8.69
				1326182	LEASE & USAGE CHARGE FY26	3453503 |560230|		2026/10	3.55
						Total For Check # 337980			**745.38**
04/09/2026	337982	5131	KEVIN BEHE	6494	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15848	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15868	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	2.79
				15846	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15833	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15832	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
						Total For Check # 337982			**23.25**
04/09/2026	337986	1088	LIFE ASSIST INC	2089849	BLANKET PO FOR EMS	3453502 |560230|		2026/10	40.00
				2093676	BLANKET PO FOR EMS	3453502 |560230|		2026/10	40.00
						Total For Check # 337986			**80.00**
04/09/2026	337988	4380	LOCK-DOC INC	032526-H15	BLANKET PO FOR LOCKS,KEYS, & ETC	3453501 |560180|		2026/10	382.50
						Total For Check # 337988			**382.50**
04/09/2026	337990	5542	MEDICAL WASTE SERVICES,	275919	275919	3453502 |530870|		2026/10	360.50
						Total For Check # 337990			**360.50**

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04/09/2026	337993	2621 MYHEALTH ACCESS NETWORK	17179	17179	3453502 |540550|		2026/10	420.00
					Total For Check # 337993			**420.00**
04/09/2026	337994	25 NAPA AUTO PARTS	24764	8822	3453501 |560230|		2026/10	360.00
			24772	6382091RX	3453501 |560200|		2026/10	2,297.42
			24772	6382091RX	3453501 |560200|		2026/10	266.00
			24781	3006891	3453502 |560200|		2026/10	410.53
			24781	25060815	3453502 |560200|		2026/10	-30.94
			24783	6382091RX	3453501 |560200|		2026/10	-2,297.42
			24783	6382091RX	3453501 |560200|		2026/10	-266.00
			24803	16100Z0D023	3453501 |560200|		2026/10	106.11
			24856	42813460120	3453501 |560200|		2026/10	227.48
			24861	FS1098	3453501 |560200|		2026/10	55.01
			24861	600564	3453501 |560200|		2026/10	33.61
			24863	HC3Z9D333D	3453502 |560200|		2026/10	164.83
			24865	HC3Z2B121D	3453502 |560200|		2026/10	310.40
			24865	HC3Z2B121D	3453502 |560200|		2026/10	50.00
			24865	HC3Z2B120D	3453502 |560200|		2026/10	310.40
			24865	HC3Z2B120D	3453502 |560200|		2026/10	50.00
			24865	HC3Z2B292A	3453502 |560200|		2026/10	751.88
			24865	HC3Z2C150B	3453502 |560200|		2026/10	278.00
			24865	KU2Z2V001A	3453502 |560200|		2026/10	88.88
			24865	KU2Z2V200A	3453502 |560200|		2026/10	88.88
			24865	PC3Z1125B	3453502 |560200|		2026/10	1,149.64
			24865	PC3Z2552D	3453502 |560200|		2026/10	268.08
			24865	PC3Z2552D	3453502 |560200|		2026/10	50.00
			24865	PC3Z2553D	3453502 |560200|		2026/10	274.74
			24865	PC3Z2553D	3453502 |560200|		2026/10	50.00
			24865	PC3Z2C026B	3453502 |560200|		2026/10	537.46
			24885	PC3Z1125B	3453502 |560200|		2026/10	-574.82
			24893	MTP65HD	3453504 |560200|		2026/10	149.29
			24903	1042535	3453501 |560200|		2026/10	680.11
			024957	100255	3453501 |560200|		2026/10	4.25
			024957	230129	3453501 |560200|		2026/10	8.88
			024957	2488	3453501 |560200|		2026/10	13.80
			024957	115	3453501 |560210|		2026/10	15.50
			024957	0W20BULK	3453501 |560210|		2026/10	28.64

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				024960	260P23423	3453502 |560200|		2026/10	82.78
				024967	6201	3453501 |560210|		2026/10	122.32
				024971	JL1Z2208A	3453502 |560200|		2026/10	80.28
				024746	FAITZ10S	3453501 |560200|		2026/10	120.22
						Total For Check # 337994			**6,316.24**
04/09/2026	337995			24774	25060815	3453502 |560200|		2026/10	30.94
				24794	25060763	3453502 |560200|		2026/10	22.06
				24804	550EZ50126H	3453502 |560200|		2026/10	55.37
				24843	14232	3453502 |560230|		2026/10	8.14
				24888	2413	3453502 |560230|		2026/10	9.51
				24888	DA1600	3453502 |560230|		2026/10	7.82
				24895	SW050	3453501 |560210|		2026/10	6.64
				24895	HDRTU1GAL	3453501 |560210|		2026/10	51.48
				024939	7051053	3453501 |560230|		2026/10	6.00
				024939	7051213	3453501 |560230|		2026/10	15.10
				024972	HC3Z2162A	3453502 |560200|		2026/10	12.28
				024740	6527206	3453501 |560210|		2026/10	38.86
				024751	491S	3453502 |560200|		2026/10	57.21
				024752	122494	3453501 |560210|		2026/10	10.74
						Total For Check # 337995			**332.15**
04/09/2026	338000	98	OKLAHOMA NATURAL GAS CO	03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	371.28
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	521.47
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	455.86
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	387.43
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	425.33
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	414.22
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	594.28
				03/31/2026	MASTER BILL FOR MARCH 31, 2026	3453501 |550240|		2026/10	404.08
						Total For Check # 338000			**3,573.95**
04/09/2026	338001	483	OKLAHOMA STATE UNIVERSITY	0104125	0104125 PO345-3501-530110	3453503 |530110|		2026/10	700.00
						Total For Check # 338001			**700.00**
04/09/2026	338002	4505	ON CALL SERVICES AND	119755	119755	3453503 |540330|		2026/10	78.75
						Total For Check # 338002			**78.75**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/09/2026	338004	5421	OUTDOOR HOME SERVICES	221975746	LAWN TREATMENT SERVICES FOR FIRE	3453501 |540280|		2026/10	270.14
				219948239	LAWN TREATMENT SERVICES FOR FIRE	3453501 |540280|		2026/10	897.69
						Total For Check # 338004			**1,167.83**
04/09/2026	338008	4508	C A ASSETS LLC	28916	28916	3453501 |540070|		2026/10	240.00
						Total For Check # 338008			**240.00**
04/09/2026	338031	411	TESCORP INC	992180	Breathing Compressor Filters	3453501 |560310|		2026/10	2,665.27
						Total For Check # 338031			**2,665.27**
04/09/2026	338039	949	TULSA WINNELSON COMPANY	697580 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/10	39.86
						Total For Check # 338039			**39.86**
						Total For Fund 345			**84,984.67**
						Number of Invoices For Fund 345			**197**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/09/2026	338022	1263	SELSER SCHAEFER	2602144	Public Safety Complex II 191711	5921700 |570160|	191711	2026/10	1,142.90
						Total For Check # 338022			**1,142.90**
						Total For Fund 592			**1,142.90**
						Number of Invoices For Fund 592			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337785	5372	WYATT CONTRACTING INC	PA 3 SW1910	Stoneridge & Elm Drainage Improvements-	5935305 |570150|	SW1910	2026/10	88,527.18
						Total For Check # 337785			**88,527.18**
04/02/2026	337832	1256	GEODECA LLC	2601006	9th Street Drainage Improvements	5935305 |570160|	SW26190	2026/10	9,900.00
						Total For Check # 337832			**9,900.00**
04/02/2026	337863	509	OKLAHOMA NATURAL GAS	70208	ONG Relocation - Aspen & Jasper	5935300 |570090|	ST2031	2026/10	39,579.13
				70623	ONG Agreement - Relocation	5935300 |570090|	ST2027	2026/10	256,825.38
						Total For Check # 337863			**296,404.51**
04/02/2026	337890	4597	TULSA TOPSOIL INC	25675	BLANKET PO FOR TOP SOIL	5936000 |570150|	2260370	2026/10	300.00
						Total For Check # 337890			**300.00**
04/02/2026	337895	591	UNION PACIFIC RAILROAD	90157993	ST2027 UPRR agreement	5935300 |570160|	ST2027	2026/10	3,279.86
				90158002	UPRR Reimbursement Agreement	5935300 |570160|	ST23230	2026/10	3,994.31
						Total For Check # 337895			**7,274.17**
04/09/2026	337945	1253	CEC CORPORATION	202603154	Tucson Street	5935300 |570160|	ST25300	2026/10	3,466.20
						Total For Check # 337945			**3,466.20**
04/09/2026	338006	1321	PARAGON CONTRACTORS, LLC	PA 12 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/10	33,637.57
				PA 14 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/10	19,717.20
				PA 11 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/10	44,320.88
						Total For Check # 338006			**97,675.65**
04/09/2026	338022	1263	SELSER SCHAEFER	2602145	Jail Expansion Renovation Prof Agreement	5933008 |570160|	203019	2026/10	3,609.55
						Total For Check # 338022			**3,609.55**
04/09/2026	338036	1329	TRI STAR CONSTRUCTION LLC	PA 1 ST1926A CM	CORRECTION	5935300 |570150|	ST1926	2026/10	-137,496.69
				PA 1 ST1926A CR	CORRECTION	5935300 |570150|	ST1926	2026/10	150,627.34
				PA 2 ST1926A	Houston Street Improvements	5935300 |570150|	ST1926	2026/10	128,874.15
						Total For Check # 338036			**142,004.80**
						Total For Fund 593			**649,162.06**
						Number of Invoices For Fund 593			**15**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/09/2026	338051	2518 WORKER'S COMPENSATION	MARCH 26 2026	MARCH 26 2026 PAYMENT SUMMARY	6601700 |530080|		2026/10	22,415.00
			MARCH 26 2026	MARCH 26 2026 PAYMENT SUMMARY	6601700 |530870|		2026/10	6.00
			MARCH 26 2026	MARCH 26 2026 PAYMENT SUMMARY	6601700 |530880|		2026/10	8,508.22
			MARCH 26 2026	MARCH 26 2026 PAYMENT SUMMARY	6601700 |550900|		2026/10	2,015.95
					Total For Check # 338051			**32,945.17**
					Total For Fund 660			**32,945.17**
					Number of Invoices For Fund 660			**4**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/02/2026	337752	159	PRE-PAID LEGAL SERVICES,	195523	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	24.90
						Total For Check # 337752			**24.90**
04/02/2026	337755	4905	METROPOLITAN LIFE	195530	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	10,119.51
				195530	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	42.96
						Total For Check # 337755			**10,162.47**
04/02/2026	337782	1987	SURENCY LIFE & HEALTH INS.	195528	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	3.25
						Total For Check # 337782			**3.25**
04/02/2026	337783	5635	VISION SERVICE PLAN	195531	Payroll Run 1 - Warrant 260327	661 |449030|		2026/9	3.21
				195531	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	49.81
				195531	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	77.63
				195531	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	14.57
				195531	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	31.17
						Total For Check # 337783			**176.39**
04/09/2026	338014	4728	REMEDY HEALTH, PLLC	92835	92835	6611700 |530890|		2026/10	62,710.00
						Total For Check # 338014			**62,710.00**
04/09/2026	338033	5652	HCC LIFE INSURANCE	MARCH 2026	MARCH STOP LOSS MED	6611700 |530890|		2026/10	76,115.30
						Total For Check # 338033			**76,115.30**
						Total For Fund 661			**149,192.31**
						Number of Invoices For Fund 661			**11**

04/02/2026	337759	999907 OTP - COURT REFUNDS	0001056		882 |201020|	2026/10	100.00
					Total For Check # 337759			**100.00**
04/02/2026	337760		0001057		882 |201020|	2026/10	470.00
					Total For Check # 337760			**470.00**
04/09/2026	337902	183 CLEET	MARCH 2026	MARCH 2026	882 |290305|	2026/10	2,949.89
					Total For Check # 337902			**2,949.89**
04/09/2026	337911	353 OKLAHOMA BUREAU OF	MARCH 2026	MARCH 2026 DRUG EDU FEES	882 |290311|	2026/10	10.00
					Total For Check # 337911			**10.00**
04/09/2026	337912	835 STATE OF OKLAHOMA	MARCH 2026	MARCH 2026 MUNICIPAL COURT	882 |290312|	2026/10	2,620.67
			MARCH 2026	MARCH 2026 MUNICIPAL COURT	882 |290313|	2026/10	2,620.65
					Total For Check # 337912			**5,241.32**
04/09/2026	337913	999907 OTP - COURT REFUNDS	0000734		882 |201020|	2026/2	370.00
					Total For Check # 337913			**370.00**
					Total For Fund 882			**9,141.21**
					Number of Invoices For Fund 882			**7**
					Total For ALL Checks			**4,485,398.74**
					Total Number of Invoices			**1,929**

City of Broken Arrow

Request for Action

File #: 26-262, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Presentation of an annual report by representatives of Cox Communications, a cable service provider with a Non-Exclusive Franchise with the City of Broken Arrow, and regarding the services provided by Cox and operation of cable system

Background:
Section 18 of Ordinance Number 2468, which comprises the Non-Exclusive Franchise between Cox Communications and the City of Broken Arrow, provides for monitoring of the services provided by Cox. It states that on or before the first City Council meeting in May of each year, a representative of Cox shall appear before the City Council and present an annual report concerning the services provided and operation of the cable system.

Cost: $0

Funding Source: None

Requested By: Norm Stephens, Assistant City Manager of Administration

Approved By: City Manager's Office

Attachments: Ordinance 2468

Recommendation:
No recommendation.

ORDINANCE NO. 2468

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COX COMMUNICATIONS CENTRAL II, INC., TO CONSTRUCT, OPERATE, REBUILD, UPGRADE AND MAINTAIN A CABLE SYSTEM IN THE PUBLIC WAYS OF BROKEN ARROW, OKLAHOMA FOR A TERM OF TWENTY-FIVE (25) YEARS, AND ESTABLISHING TERMS AND CONDITIONS FOR THAT FRANCHISE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. DEFINITIONS

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not directory.

a. Affiliate. Any entity controlling, controlled by or under common control with the entity in question.

b. Basic Cable Service. Any service tier, which includes the retransmission of local television broadcast signals and includes educational and government access channels.

c. Cable Act. Title VI of the Communications Act of 1934, as amended, by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

d. Cable Service or Cable Services. The one-way transmission to subscribers of (i) video programming or (ii) other programming service and subscriber interaction, if any or (iii) other lawful service by the Cable System. It includes such other services determined by federal statute, regulation, or final federal court determination to be Cable Services.

e. Cable System or Systems. A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Service Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television

broadcast stations; (ii) a facility that serves subscribers without using any public right of way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of the Cable Act, as amended; or (v) any facilities of any electric utility used solely for operating its electric utility system.

f. Cable Television Business. The provision by the Grantee of Cable Services solely by means of the Cable System.

g. Capital Contribution. A charge as allowed by the Cable Act for educational and governmental access facilities as set forth in Section 10.

h. Channel. A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of transmitting a television channel as defined by the FCC.

i. City. The City of Broken Arrow, Oklahoma, a municipal corporation in its present form or in any other reorganized or changed form.

j. Council. The City Council of the City or any body constituting in the future the legislative body of the City.

k. Drop. The cable or wire that connects the distribution portion of the Cable System to a Subscriber's premises.

l. FCC. The Federal Communications Commission or its successor.

m. Franchise. This Ordinance, containing the rights and privileges granted by City to Grantee to construct, operate, maintain, rebuild and upgrade a Cable System utilizing Public Ways within the corporate limits of the City, including any extension or renewal thereof.

n. Franchise Fee. The fee set forth in Section 10.

o. Grantee. Cox Communications Central II, Inc., or its lawful successor, transferee or assignee.

p. Gross Revenues. All of the amounts derived directly or indirectly by Grantee, or an entity in any way affiliated with the Grantee, in whatever form and from all

sources, which are in connection with or attributable to the operation of the Cable System within the City's municipal boundaries or Grantee's provision of Cable Services within City's municipal boundaries.

Gross Revenues shall include, but not be limited to, all subscriber and customer revenues derived directly or indirectly, including revenues for basic cable services; additional tiers; premium services; pay per view; program guides; installation, disconnection or service call fees; fees for the provision, rental, or lease of converters, remote controls, additional outlets and other customer premises equipment; Franchise Fees paid by subscribers; revenues from the use of leased access channels; advertising revenues from the System; revenues and compensation from home shopping programming; and revenues from the provision of cable modem internet access service, unless such service is determined not to be a "Cable Service" under applicable federal law.

Advertising revenues and other revenues whose source cannot be identified with a specific subscriber shall be allocated to City based upon the percentage of subscribers residing in City compared to that percentage of subscribers served from the head-end serving City.

Gross Revenues shall not include:

(1) The amount of any refunds, discounts, corrective billing credits or other repayments made to Subscribers;

(2) Any taxes on service furnished by Grantee, imposed directly or indirectly on any Subscriber or user by any municipal corporation, political subdivision, state or other governmental unit and collected by Grantee for the governmental unit;

(3) Receipts for the sale or transfer of the Cable System; or

(4) Net unrecovered bad debt.

(5) Charges, credits, compensation, or payments on a commercially reasonable basis to an affiliate, subsidiary, or parent for services rendered to Grantee.

The definition of Gross Revenues shall be as inclusive as possible consistent with applicable law.

q. Person. An individual, corporation, partnership, association, joint stock, trust, or governmental entity.

r. Public Way. The surface of and the space above and below any public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane,

drive, circle or other public right-of-way, including but not limited to, public utility and communication easements, dedicated utility strips or rights-of-way dedicated for compatible public uses, and any temporary or permanent fixtures or improvements located within or held by City in the Service Area which entitles City or Grantee to its use for the purpose of installing, operating, repairing and maintaining the Cable System.

s. Service Area. The present corporate limits of the City and any additions by annexation or other lawful means.

t. Standard Installation. One hundred twenty five feet (125') from the nearest Cable System tap to the Subscriber's terminal.

u. Subscriber. Any Person lawfully receiving Cable Service from the Cable System.

v. System Rebuild and/or Upgrades. As required by Section 13 hereof, the reconstruction and upgrade of the Cable System existing in the Service Area utilizing fiber optic cable.

SECTION 2. GRANT OF FRANCHISE AND TERM

a. Subject to all the terms and conditions contained in this Franchise, the laws of Oklahoma, and applicable City Ordinances, City hereby grants to Grantee this Franchise to install, construct, operate, maintain, repair, rebuild and upgrade in, upon, along, across, above and under the Public Ways a Cable System for the purpose of providing Cable Services to Subscribers in the Service Area and to transact a Cable Television Business in such area.

b. This Franchise and the rights and privileges granted herein to the Grantee shall extend and be in force for a term of twenty-five (25) years from and after the acceptance of this Franchise by the Grantee subject, however, to the right to the City to declare a forfeiture of the Franchise for cause as provided in Section 19 hereof.

SECTION 3. NON-EXCLUSIVE GRANT

This Franchise and all rights granted hereunder are nonexclusive. City reserves the right to grant such other and future franchises as it deems appropriate. This Franchise does not establish any priority for the use of the public rights of way by Grantee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the public rights of way the first priority shall be to the public generally, the second priority to City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by City in the exercise of its

powers, including the police power and other powers reserved to and conferred on it by the State of Oklahoma.

SECTION 4. RULES OF GRANTEE

Grantee shall have the authority to promulgate and enforce such reasonable rules, regulations, terms and conditions governing the conduct of its business as it shall deem necessary to enable Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Cable Service to each and all of its Subscribers. Such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Franchise, the rules and regulations of the FCC or any other body having lawful jurisdiction. The rules of the Grantee shall become effective only upon or after, if a later effective date is specified therein, the filing of copies of such rules with the City Clerk.

SECTION 5. SERVICE STANDARDS

In installing, maintaining and operating the Cable System, and in rendering efficient service, Grantee will act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials, which are of good and durable quality. In doing so, Grantee shall comply in all respects with all applicable codes, including but not limited to all applicable safety codes and electrical codes; the requirements of other utilities whose poles and conduits it uses; the rules and regulations of the FCC; and all applicable federal, state, and local laws.

Wherever it is necessary to interrupt Cable Service for the purpose of rendering repairs, adjustments, or installments, Grantee shall do so at such time as will cause the least inconvenience to Subscribers.

SECTION 6. REGULATION BY CITY

a. Grantee in the installation, maintenance and operation of the Cable System shall at all times be subject to the terms and provisions of the general ordinances as amended of the City; provided such ordinances do not limit the benefits or expand the obligations of Grantee under this Franchise, unless such ordinances are a lawful exercise of the police power of the City.

b. Grantee shall be subject to the lawful exercise by City of all other powers, functions, rights, privileges and immunities of regulation of the Cable System and Cable Service granted or delegated to City by the Constitution and laws of Oklahoma or the Constitution, laws and regulations of the United States of America.

SECTION 7. CONDITIONS ON USE OF PUBLIC WAYS

a. All transmission and distribution structures, lines and equipment erected by Grantee within the Service Area shall be located so to cause minimum interference with the public use of Public Ways as determined by the City and other public places and the rights of property owners who abut any of the Public Ways and places, and not to interfere with existing public utility installments. Grantee shall not erect, install, construct, repair, replace or maintain its Cable System in such a fashion as to unduly burden the present or future use of the Public Ways. If City in its reasonable judgment determines that any portion of the Cable System is an undue burden, Grantee at its expense shall modify its System or take such other actions as City may determine are in the public interest to remove or alleviate the burden, and Grantee shall do so within a reasonable time period established by City. In all areas of the Service Area where all cables, wires or other like facilities of public utilities are placed underground, Grantee shall place its cables, wires, or other like facilities underground to the maximum extent existing technology reasonably permits, and shall mark such facilities, indicating their locations by a method reasonably approved by City's Department of Public Works. Grantee shall file with City maps, plats and records of the location of all facilities constructed, including underground facilities. Such maps, plats, and permanent records shall be updated as reasonably required by City.

b. If Grantee causes any disturbance of pavement, sidewalk, driveway or other surfacing of a Public Way or private property, Grantee shall, at its own expense, promptly replace and restore such surface in accordance with the generally applicable standards of the City.

c. If at any time during the period of this Franchise the City elects to alter or change the grade or location of any water line, sewer line or Public Way, Grantee shall, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures, and in each instance comply with the generally applicable standards and specifications of the City. Grantee shall make such changes at its own expense unless there are funds available to owners of affected facilities, in which case Grantee shall be entitled to reimbursement in the same manner as the other facility owners.

d. Grantee shall not place poles, conduits or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrants or other utilities, and all such poles, conduits or other fixtures placed in any Public Way shall be so placed as to comply with all generally applicable requirements of the City. Grantee shall comply with the provisions of the Oklahoma Facilities Damage Prevention Act, Title 63, Oklahoma Statutes, Section 142.1.

e. Grantee shall, on request of any Person holding a house moving permit issued by City, temporarily move its cables, equipment or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid in advance by the Person

requesting the same. Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

f. Grantee shall have the authority to trim any trees upon and overhanging the Public Ways of City so as to prevent the branches of trees from coming in contact with the Cable System of Grantee. However, at the option of the City, such trimming may be done by the City, or under its supervision and direction. No trimming shall be performed in Public Ways without first notifying the City and the City Horticulturalist. All trimming of trees, except in an emergency, on public property shall have the prior approval of City and except in an emergency all trimming of trees on private property shall require notice to the occupant of the property.

g. City shall not be liable to Grantee for any damage to Grantee's Cable System caused by any City employee while performing emergency repairs within the Public Ways. In all other circumstances when City employees negligently injure Grantee's Cable System, City shall only be liable to Grantee for the Grantee's actual cost of materials, equipment and labor necessary to effect repairs, with no allowance for interruptions to service or loss of revenues, subject to any applicable limits of liability established by the Oklahoma Governmental Tort Liability Act.

h. Whenever Grantee must place the Cable System or other facilities beneath the traveled or paved portion of the streets or Public Ways, unless otherwise approved in advance by City. Grantee shall do so by directional boring and not by excavation of a trench in which to place cable conduit. Directional boring shall be done wherever possible so that the excavations necessary for it are not in the paved portion of the right-of-way.

If Grantee does a directional bore underneath a street or Public Way, then Grantee will notify City in advance of same. If City so desires, and if Grantee's boring equipment allows, Grantee will then increase the size of the directional bore with City to pay only the incremental cost of making the directional bore larger. City may then use any additional space or capacity created by increasing the size of the directional bore without additional charge or expense.

i. Upon the revocation, termination, or expiration of this Franchise, unless an extension is granted, all rights of Grantee to use the Public Ways shall cease. Grantee, at the direction of City, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this Franchise. Grantee shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of municipal property including but not limited to the Public Ways shall be in accordance

with the directions and specifications of City, and all applicable laws, ordinances and regulations, at Grantee's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this Franchise, all of Grantee's property remaining in the affected Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of City, become its property or City may obtain a court order compelling Grantee to remove same. In the event Grantee fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and collect the costs thereof from Grantee.

SECTION 8. USE OF SYSTEM BY CITY

a. City shall have the right, at no cost, to locate equipment upon and make attachments to the Cable System owned by Grantee in connection with City systems. Attachments shall be installed and maintained in accordance with the requirements of the Electrical Code of City and only after written notice to Grantee. Upon request by City, Grantee agrees to construct attachments to the Cable System for exclusive use by the City, its departments, boards, authorities, commissions and agencies for governmental purposes, at the incremental cost of such attachments at the time of construction. Grantee shall assume no liability or expense in connection with any City attachment to or use of the Cable System. City use shall be in such manner as not to interfere with the use and maintenance of the Cable System by the Grantee.

b. City, in its use and maintenance of such equipment and fixtures, shall at all times comply with the rules and regulations of Grantee in order that there be a minimum danger of contact or conflict between the equipment and fixtures of Grantee and the equipment and fixtures used by City.

c. City shall be solely responsible and save Grantee harmless for all claims and demands for damages to persons or property arising out of the use by the City of the Cable System under this Section.

SECTION 9. ERECTION, REMOVAL AND JOINT USE OF POLES

a. No poles, conduits or other structures shall be erected or installed by Grantee without prior approval of City with regard to location, height, type and other pertinent aspects. Grantee shall not have a vested right to retain the location of any pole, conduit or structure installed by Grantee.

b. Where poles, conduits or other structures of any public utility company are available for use by Grantee, City may require Grantee to use such poles, conduits and structures if the permission and consent of such public utility company may be obtained by Grantee and if the terms of the use available to Grantee are just and reasonable.

c. Where a public utility serving City desires to make use of the poles, conduits or other structures of Grantee but an agreement with Grantee cannot be reached, City may require Grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable if the use would not unduly interfere with the current or future use of the Cable System.

d. Where City owned utility poles are available for use by Grantee, Grantee shall pay City the same pole rental per annum as paid by Grantee for the use of pole owned by a public utility.

SECTION 10. FRANCHISE FEE AND CAPITAL CONTRIBUTION

a. Grantee shall pay to City as compensation for the rights and privileges enjoyed under this Franchise a Franchise Fee equal to three percent (3%) of Gross Revenues. City may, at any time during the term of this Franchise by ordinance, duly enacted by a majority of the governing body of the City, increase the Franchise Fee to no more than five percent (5%) of Gross Revenues. In the event of an increase in the Franchise Fee and upon sixty (60) days written notice given by City to Grantee, Grantee shall immediately begin collecting such increased Franchise Fee on the next regular monthly billing cycle.

b. In addition to the Franchise Fee payable hereunder, City may, at any time during the term of this Franchise by ordinance duly enacted by a majority of the governing body of the City, establish a Capital Contribution for educational, and governmental access channels and facilities. The Capital Contribution shall not exceed fifty cents ($.50) per month per subscriber, except that multiple dwelling units billed on a bulk-billing basis shall be billed on an equivalent billing basis. The Capital Contribution shall be added as a separate line item on each regular bill of each subscriber. City shall provide Grantee with written notice not less than thirty (30) days prior to the date the Council first considers an ordinance to establish a Capital Contribution. Upon sixty (60) days written notice by City of the effective date of an ordinance establishing a Capital Contribution and Grantee shall immediately begin collecting such Capital Contribution on the next regular monthly billing cycle.

c. The Franchise Fee and the Capital Contribution, if any, fee shall be paid monthly, on or before the 45th day after the end of each month. Grantee's payments shall be accompanied by a verified report showing the basis for the computation, including all Gross Revenues received during the period for which the payment is made. In the event any payment due monthly is not received when due, Grantee shall pay interest on the amount due, at an annual rate equal to one and one-half percent (1½%) interest per month, calculated from the date the payment was originally due until the date the City receives the payment.

d. If it is determined as a result of an audit that the Grantee has paid less than ninety-five percent (95%) of the Franchise Fee or Capital Contribution due to the City, then the City's expenses related to such audit shall be paid by the Grantee. Any additional payments due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the City of the underpayment, which shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the City, such amount shall be subject to the interest charge and penalty stated hereinabove. If the audit determines that there has been an overpayment by the Grantee, the City shall credit any overpayment against the next quarterly payment.

e. The period of limitation for recovery of any fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due.

SECTION 11. RATES AND REGULATION

a. Grantee's rates and charges for the provision of Cable Service (and for related services, such as equipment rental and deposits) shall be subject to regulation by City as expressly permitted by federal or state law.

b. City reserves the right to regulate Grantee, the Cable System, and the provision of Cable Service as expressly permitted by either federal or state.

SECTION 12. DISCLAIMER OF LIABILITY, LIABILITY OF GRANTEE, INSURANCE AND INDEMNIFICATION

a. Except as provided in Section 7.g., City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of Grantee's Cable System or Grantee's provision of Cable Service.

b. Grantee shall defend, at the option of the City, indemnify, and hold City, its officers, employees, and agents, harmless from all loss, damages, penalties, charges, costs, and expenses (including without limitation, reasonable fees and expenses of attorneys) sustained by City, its officers, employees, and agents, by reason of any suit, judgment, execution, claim, liability, obligation, or demand resulting from Grantee's construction, operation or maintenance of the Cable System in the Service Area.

c. Grantee shall maintain in full force and effect for the term of this Franchise, at Grantee's sole expense, a general comprehensive liability insurance policy, issued by a company authorized to do business in the State of Oklahoma, naming the City, its officers, employees, and agents, as additional insured, in the amount of two and a half million dollars ($2,500,000) combined single limit for bodily injury and property damage. The

insurance coverage required hereunder shall provide thirty (30) days notice to the City in the event of material alternation or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective. Grantee shall provide the City with a certificate evidencing the insurance required hereunder upon request.

SECTION 13. SYSTEM CAPACITY AND UPGRADES

The Cable System shall maintain at least 860 MHZ capacity.

The Cable System shall be capable of delivering no less than one hundred sixty (160) analog and/or digital video and audio programming channels, to Subscribers.

Grantee shall not charge a Subscriber any direct fee or assessment for the System Capacity and Upgrade, including the upgrade of drops that may be required for service to a Subscriber.

SECTION 14. SYSTEM EXTENSIONS

The Cable System shall be extended and Cable Service provided upon request to any part of the Service Area where there are then existing twenty-five (25) homes within one (1) mile of the existing Cable System or seven (7) homes within one-quarter (1/4) mile of the existing Cable System. Such extensions shall be at Grantee's cost, except for the published Standard/non-Standard Installation fees charged to all Subscribers. For purposes of this section, the distance shall be measured from the point of the Cable System, which can be technically extended to the point at which a Standard Installation can be provided, following the route along which the extension would be constructed. In areas, which do not meet this density requirement, Grantee may charge for extension of the Cable System based upon the cost of labor and materials. Notwithstanding the foregoing, Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

SECTION 15. OPERATIONAL STANDARDS

a. Grantee shall construct, rebuild, upgrade, maintain, and operate the Cable System so as to provide video, audio and other signals authorized under this Franchise Ordinance to be delivered with signal strength and quality levels which meet the

parameters specified by the FCC and other normally accepted industry standards. Grantee shall construct, rebuild, upgrade, operate and maintain the Cable System in a manner consistent with all ordinary care and all applicable laws, ordinances, construction standards, and FCC technical standards. Upon request, Grantee shall provide City a copy of the results of the most recent FCC required proof of performance test conducted by Grantee within the Service Area.

b. Grantee shall provide standby power generating capacity at the Cable System headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution network.

c. Grantee may interconnect the Cable System within the Service Area with cable television systems owned or operated by Grantee within adjacent cities.

d. Upon request, Grantee shall provide Subscribers with a parental control locking device or digital code capable of blocking or otherwise preventing a television set from receiving a Channel or audio signal. The charge for any such devices if any, shall be in conformance with applicable law.

e. Grantee will comply with the more stringent of the customer service standards and consumer protection provisions of this Franchise; those from time to time adopted by Grantee; or those from time to time adopted by the FCC.

f. City reserves the right by Ordinance to alter or amend the consumer protection matters set forth in this Franchise, including adopting ordinances stricter than or covering items not presently set forth in this Franchise. City agrees to meet with Grantee on the matters in question prior to taking such action and to provide Grantee with at least ninety (90) days notice of such action.

g. Grantee shall establish procedures for receiving, acting upon and resolving Subscriber complaints, which shall be subject to the reasonable approval of the City Manager of the City.

h. City shall notify Grantee in writing of any complaint it receives from Subscribers or of any failure of Grantee to comply with the terms and conditions of this Franchise. Grantee, upon receipt of such notice, shall promptly investigate the complaint and take such action as necessary to provide Cable Service to Subscribers and to operate the Cable System as required. Grantee shall advise the City in writing of the actions taken on complaints received by the City.

i. Grantee shall at all times comply with the Subscriber privacy protections set forth in Section 631 of the Communication Act of 1934 (47 USC § 551).

SECTION 16. GOVERNMENTAL AND EDUCATIONAL USES

a. Except as provided hereinafter, Grantee will provide without any installation charge or monthly charge for Basic Cable services one (1) free outlet in each public library and in one building at each state accredited public and private elementary and secondary school, public technological and vocational schools and at each college and university in the Service Area excluding any dormitories or residential facilities, as well as at occupied City offices and City administrative buildings, including but not limited to: City Hall, City Hall Annex, Police Stations, Fire Department administrative office, Fire Stations, Recreation and Community Centers, Parks and Recreation department office, Public Works building and Maintenance Facilities. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes. With respect to City buildings, the City shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

b. Grantee shall provide a downstream Channel on the Cable System for non-commercial governmental use. The City shall determine the specific use of the governmental Channel.

c. Upon ninety (90) days written request therefore, Grantee shall provide a downstream Channel for joint non-commercial educational use only by the Broken Arrow Public School System (Independent School District No. 3 of Tulsa County, Oklahoma), the Union Pubic School District (Independent School District No. 9 of Tulsa County, Oklahoma), Northeastern State University at Broken Arrow and other state accredited public and private elementary and secondary schools within the Service Area and Service Areas of other Cable Televisions Systems owned by the Grantee and interconnected with the Cable System within the City which develop, staff and operate facilities and equipment to provide educational programming on a continuing basis.

The use of the educational Channel shall be coordinated by the Broken Arrow Public School System. If the users of the educational Channel are unable to agree upon the allocation of time on the educational Channel, the Council may promulgate rules, regulations and procedures governing the allocation of time on the educational channel. The Council shall resolve any disputes between any of the users of the educational

Channel and, if necessary, establish the allocation of time among the users of the educational Channel.

d. Grantee shall have the right to temporarily use any portion of the governmental or educational Channel allocated under Subsection b or c, which is not being fully utilized, provided such use shall not interfere with any educational or governmental use.

e. Grantee shall provide, at no cost to the user, return lines to provide for video and audio governmental programming origination on the governmental Channel from a City facility within the Service Area designated by City and, upon provision of the educational Channel required by Section 12(c) of this Franchise to provide for video and audio educational programming origination on the educational Channel, from one point within the Service Area designated by the Broken Arrow Public Schools and from one point within the Service Area designated by Northeastern State University. Upon request from a governmental or educational user, Grantee shall provide, at the direct cost to the user of labor and materials, additional connections for video origination from other points.

f. All Channels allocated for governmental and educational use shall be of the same technical quality as the Channels on the Cable System for other Cable Services. Grantee shall maintain, at no cost to the user, the equipment, which is a part of the Cable System and the Channels used for governmental and educational use. All Channels allocated for governmental and educational use shall be available to all Subscribers in the Service Area as a part of Basic Cable Service and shall be carried on a channel between Channel 2 and Channel 24 unless such location would violate a FCC rule or regulation.

SECTION 17. EMERGENCY ALERT SYSTEM

Grantee shall meet the equipment requirements of and be operated in accord with the Emergency Alert System rules and regulations of the Federal Communications Commission (47 C.F.R. Part 11).

SECTION 18. MONITORING

a. Grantee shall at all times comply with the technical standards established by the FCC for the operation of a Cable System and shall perform all tests in accordance with FCC regulations. Copies of Grantee's test results shall be made available to the City as part of Grantee's public file.

b. At or before the first City Council meeting in May of each year, a representative of the Grantee shall appear before and present to the City Council an annual report concerning the services provided and the operation of the Cable System.

c. On or after five years from the effective date of this Franchise and every five (5) years thereafter, Council may commence proceedings, which afford public notice, public participation and open meetings, for the purpose of identifying future Cable System community needs and interests, including channel capacity and customer service, and reviewing Grantee's performance during the preceding five (5) years. Upon request by the Council, Grantee shall cause to be conducted a survey, to determine community needs, desires, and ratings of Grantee's performance. The survey shall specifically address, among other items, the demand for new services in relation to the cost of providing such services so as to ascertain the overall need for channel expansion.

d. Upon completion of any five (5) year review provided for in this section, Grantee and City shall meet, confer and, if deemed necessary by either, negotiate in good faith additional or revised terms and conditions to address the community needs, channel capacity and customer service matters raised at the public proceedings.

SECTION 19. DEFAULT OF GRANTEE, PENALTIES AND REVOCATION

a. The rights and privileges granted by the City to Grantee under this Franchise shall continue and remain in full force and effect until revoked by the Council. In the event that City or the City Council believes that Grantee has not complied with the terms of this Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, City or the City Council shall notify Grantee in writing of the exact nature of the alleged default.

b. The occurrence at any time during the term of the Franchise, of any one or more of the following events shall constitute an event of default by the Grantee under the Franchise:

(i) The failure of Grantee to pay the Franchise Fee on or before the due dates specified herein provided, however, Grantee shall not be considered in default hereunder for any amounts owed as a result of an audit conducted pursuant to Section 10.d herein.

(ii) Grantee's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Grantee's failure to perform any obligation contained herein.

(iii) Grantee's failure to pay or cause to be paid any State or City imposed taxes of any kind whatsoever, including but not limited to real estate taxes, income taxes, and personal property taxes on or before the due date for same; provided, however, Grantee shall not be in default hereunder with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(iv) The entry of any judgment against Grantee in excess of Two Million Five Hundred Thousand Dollars ($2,500,000.00), which remains unpaid and is not stayed pending rehearing or appeal, for forty-five (45) or more days following entry thereof which may significantly impair Grantee's provision of Cable Service in City.

(v) The dissolution or termination, as a matter of law, of Grantee.

(vi) If Grantee files a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Grantee, or any of Grantee's property and/or Franchise and/or of any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay Grantee's debts generally as they become due.

c. Grantee shall have thirty (30) days from receipt of a written notice of default to: (1) respond in writing contesting the alleged assertion of a default, or (2) cure such default or, (3) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify City or the Council of the steps being taken and the projected date that they will be completed.

d. In the event that the Grantee fails to respond to the notice described in Subsection 19.a pursuant to the procedures set forth in Subsection 19.c, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Subsection 19.c(3) above, if it intends to continue its investigation into the default, then the City shall schedule a public hearing. The City shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee a full and fair opportunity to be heard.

e. In the event the Council, after such hearing, determines that Grantee is in default of any provision of this Franchise, the Council may:

(1) Assess liquidated damages to City caused by the default by Grantee as follows:

(a) For knowingly failing to provide data, documents or information as required in this Franchise, two hundred fifty dollars ($250.00) per day for each day the failure occurs or continues following finding by the City of the default; and

(b) For knowingly failing to comply with the service and operational standards of this Franchise, five hundred ($500.00) per day for each day the failure occurs or continues following finding by the City of the default.

(2) In the case of default of a material provision of this Franchise which is not cured by Grantee or the subject of damages assessed as provided herein, the Council may revoke this Franchise in its entirety; or

(3) Commence an action against Grantee at law for monetary damages; or

(4) Seek specific performance of any provision, which reasonably lends itself to such remedy, or injunctive relief as an alternative to damages or termination of this Franchise.

The rights and remedies of City and Grantee set forth in this Franchise shall be in addition to and not in limitation of any other rights and remedies provided by law or in equity; provided, however, that any monetary judgment shall be offset by any liquidated damages payments made for the same event of default. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City or Grantee of any one or more of such remedies shall not preclude the exercise by City or Grantee, at the same or different times, of any such other remedies for the same event of default.

In any action commenced by the City or Grantee by reason of City's or Grantee's default, whether legal or equitable, the prevailing party shall be entitled to recover from the other its costs and expenses of such action, including its reasonable attorney fees.

Any decision and/or action taken by the City hereunder shall be delivered to the Grantee promptly and in writing.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise by reason of any failure of City to enforce prompt compliance.

f. The Grantee may appeal any determination of default or revocation by the City to an appropriate court, which shall have the power to review the decision of the City de novo and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the Grantee's receipt of the determination of the City.

g. Grantee shall not be held in default with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages or other events reasonably beyond the ability of Grantee to control, or where such defaults results from a good faith error that results in no or minimal negative impact on Subscribers.

SECTION 20. ASSIGNABILITY

If Grantee shall at any time assign, sell, lease or otherwise transfer in any manner whatsoever its rights and privileges under this Franchise to any Person, such action shall be in writing and a duly authenticated copy shall be filed with the City Clerk. Such action shall not become effective until the transferee shall have agreed in writing with City to become responsible for the full performance of all the conditions, liabilities, covenants and obligations contained in this Franchise subject to applicable law, and until such action shall have been approved by the Council, provided such approval shall not be unreasonably withheld. The Council may require evidence that the transferee possesses the financial, technical and legal capability to perform all of the conditions, liabilities, covenants and obligations contained in this Franchise. If the Council fails to act upon a proposed transfer within sixty (60) days after the transferee shall have agreed in writing to become responsible for the full performance of all of the conditions, liabilities, covenants and obligations of this Franchise, then such action shall be deemed to have been approved.

A transfer, for purposes of this Section, shall have the meaning given those terms under the rules and regulations of the Federal Communications Commission applicable to transfers and assignments of cable television microwave relay licenses. Provided further, that the transfer of ownership or other interest in the Grantee in connection with an internal reorganization or internal merger to a direct or indirect parent, subsidiary or affiliated entity under common control with Grantee shall not be a transfer for the purpose of this Franchise so long as (i) the City is notified of the proposed transfer no later than thirty (30) days prior to the transfer, (ii) the transferee shall insure that insurance coverage and all other commitments under the Franchise continue in force and without interruption and provide evidence of same to the City no later than thirty (30) days prior to the proposed transfer, and (iii) there is no increased risk of liability to the City or non-performance of the terms of the Franchise.

No approval of City shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Grantee in this Franchise or the Cable System in order to secure indebtedness of Grantee.

SECTION 21. NON-DISCRIMINATION

a. Grantee shall not deny any Person or group of potential Subscribers access to Cable Service because of race, color, religion, national origin, age, gender, physical handicap or the income of residents in the local area in which a Person or group resides.

b. Grantee shall not unlawfully discriminate in the rates or charges for Cable Services or in making available Cable Services or facilities of the Cable System. Grantee shall not extend any preference or advantage to any Subscriber or potential Subscriber to the Cable System. Notwithstanding the foregoing, Grantee may conduct promotional campaigns to stimulate subscriptions to Cable Services or other lawful uses of the Cable System and Grantee may establish bulk billing rates and rate schedules for different classes of Subscribers and Cable Service which any Subscriber coming within such bulk billing group, rate or service classification shall be entitled.

c. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, age, gender or national origin. Grantee shall comply with all applicable laws and regulations of the United States and of Oklahoma with respect to employment and personnel practices.

SECTION 22. GOVERNING LAW

This Franchise Agreement shall be construed pursuant to the laws of the State of Oklahoma and the United States of America.

SECTION 23. WAIVER OF COMPLIANCE

No failure by either party to insist upon the strict performance of any term or condition of this Franchise Ordinance, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, term or condition. No waiver of any breach shall affect or alter this Franchise Ordinance, but each and every term or condition of this Franchise Ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

City may waive any obligation of Grantee under this Franchise Ordinance, in whole or in part, at any time. This includes, but is not limited to, instances of a claim or showing by Grantee that the costs associated with the provision being waived would increase the

rates Grantee is legally allowed to charge subscribers, such as a claim that such costs are an external cost, which allow Grantee to increase its rates under the FCC rules.

City grants this Franchise solely for a Cable System and for transaction of a Cable Television Business. Neither the City nor Grantee waives any right either may have to challenge the validity of any statute, rule, regulation or ordinance that affects the rights granted herein or the operation of the Cable System to provide Cable Services hereunder.

SECTION 24. MISCELLANEOUS PROVISIONS

a. City, after reasonable notice, shall have the right to review the books and records of Grantee during normal business hours as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Grantee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature; provided this exception shall not be construed to include financial records necessary to enable the City to determine compliance with Grantee's fee payment obligations. Subject to open meeting and record disclosure laws of the State of Oklahoma, City agrees to treat any information disclosed by Grantee to it on a confidential basis and only to disclose it to employees, representatives and agents thereof that have a need to know, or in order to enforce the provisions hereof.

b. Copies of all petitions, applications and communications submitted by Grantee to the FCC, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, and which are pertaining to Grantee's operation within the Service Area, shall be submitted to the City upon request.

c. Grantee shall pay the cost of publication of this Franchise.

d. Notices or responses serviced upon City or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at the Post Office or branch thereof regularly maintained by the U.S. Postal Service.

All certificates, notices or responses between the City and Grantee shall be addressed and delivered by certified or registered mail as follows: if to the City, City Clerk, City of Broken Arrow, Broken Arrow City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012, with copies to the City Manager, the City Council and the City Attorney at the same address; if to Grantee, Cox Communications Central II, Inc., General

Manager, 8421 East 61st Street, Suite U, Tulsa, Oklahoma 74133 with a copy to Cox Communications, Inc., ATTN: Legal Department, 1400 Lake Hearn Drive, N.E., Atlanta, Georgia 30319.

City and Grantee may designate other addresses or addresses from time to time by giving notice to the other.

SECTION 25. EFFECTIVE DATE - ELECTION REQUIRED - ACCEPTANCE BY GRANTEE

This Ordinance and Franchise shall be in full force and effect from and after its acceptance as hereinafter provided, upon its passage and approval by a vote of the majority of the qualified electors residing within the City, who shall vote thereon at an election called under or pursuant to the provisions hereof.

The City shall call such election in the manner and form provided by the laws of the State of Oklahoma for the calling of elections, giving such notice and preparing such proclamation, ballot title and call therefore as provided by law, for the purpose of submission to the qualified electors residing within the City the proposition of approval or refusal of this Ordinance and the Franchise hereby granted; and the proper officers of the City are hereby directed to do all things that may be necessary for the holding of the election and for the submission of the question, and shall, in all things, comply with the laws of the State of Oklahoma. The Grantee shall pay the cost of the election related to the approval of this ordinance.

In the event this Franchise is approved at such election the Grantee shall within twenty (20) days after the result of such election is declared as provided by law, file with the City Clerk of the City of Broken Arrow an acceptance in writing duly executed according to law, accepting this Ordinance and Franchise.

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SECTION 26. SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Franchise of any part thereof.

PASSED AND APPROVED, this 19th day of August, 2002, AD.

CITY OF BROKEN ARROW, OKLAHOMA

Mayor

ATTEST:

(Seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

City of Broken Arrow

Request for Action

File #: 26-529, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Presentation and annual programming update by the Military History Center

Background:
The Broken Arrow Military History Center will update the City Council members on operations and programming.

Cost: $0

Funding Source: None

Requested By: Lori Hill, Community Relations Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 26-534, **Version:** 1

Broken Arrow City Council
Meeting of: 4-21-2026

Title:
Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

Background:
The City of Broken Arrow was awarded a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretional Grant for the Reconnecting Broken Arrow: Planning for Multimodal Improvements Project in June of 2023. The grant provides for planning and 60% engineering for multimodal improvements along several interconnected corridors that are currently divided by an urban freeway (Broken Arrow Expressway). Possible improvements will include new multi-use trails, side-paths, and bridge and highway interchange reconstruction.

The City selected Garver as the engineering consultant for the project following the solicitation of proposals and interview selection process held in September of 2023. The City entered into an agreement with the United States Department of Transportation on September 18th of 2024 for execution of the grant funded project. The planning grant project provides for preliminary engineering design, environmental planning and services, public outreach and coordination, and preliminary right-of-way and utility planning and coordination. The total Federal funding for the project is $5,840,000.00 with the City contributing a 20% match of $1,460,000.00 from 2018 GO Bond Funds.

One aspect of the grant is public outreach and to that end, a public meeting has been scheduled on April 23rd. At this meeting there will be discussion of project goals and scope, existing conditions, proposed improvements, project next steps, overall timeline, but most importantly public input. The goals of the study are to reconnect corridors divided by the Broken Arrow Expressway; improve safety; provide accessible transportation options; improve connections to schools, parks, employment and retail; and propose solutions informed by community input.

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Presentation of Project to City Council, Project Map

Recommendation:
Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

Broken Arrow City Council
Meeting of: 4-21-2026

Title:
..title

Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

..End

Background:
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Cost: $0

Funding Source: N/A

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

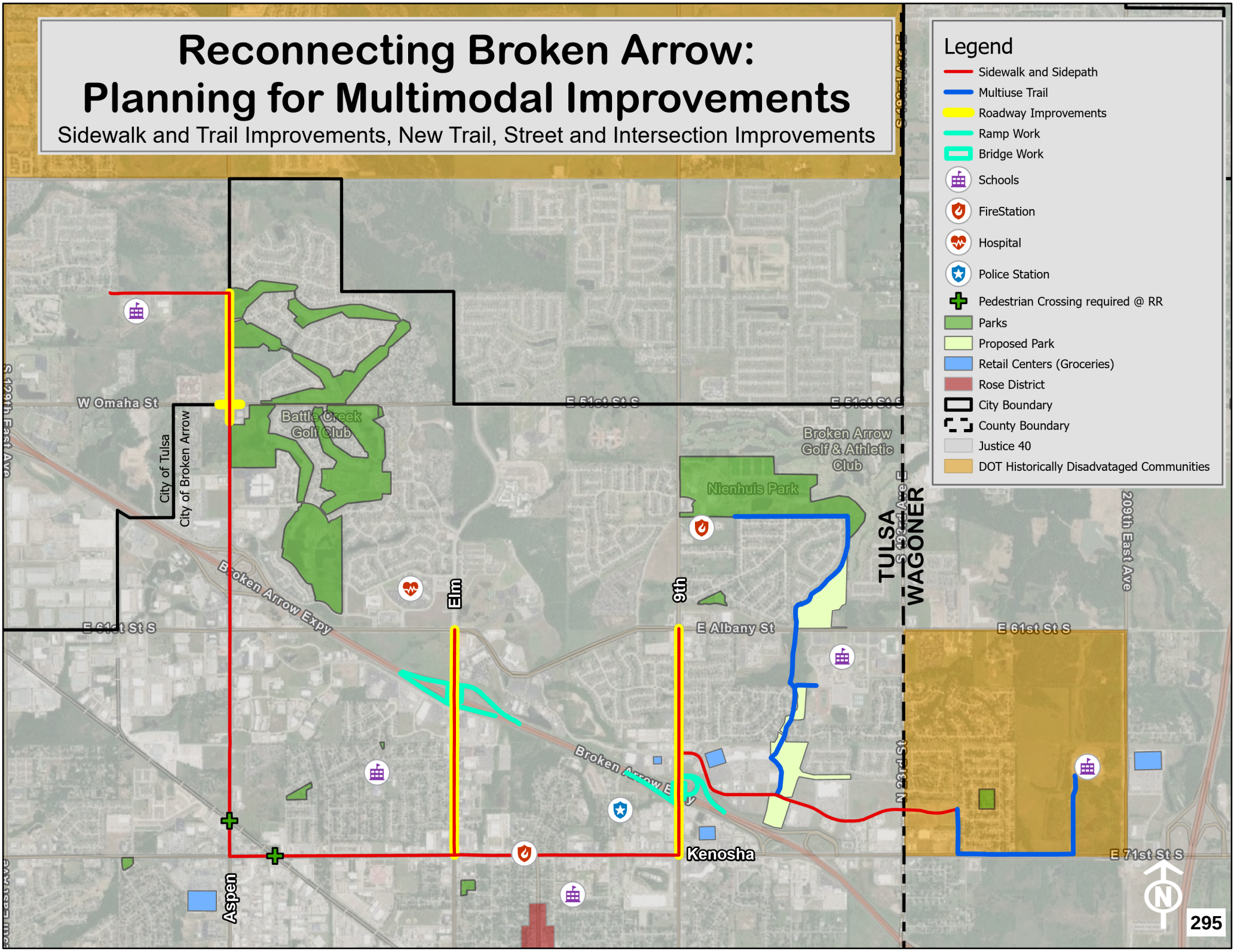
Approved By: City Manager's Office

Attachments: Presentation of Project to City Council, Project Map

Recommendation:
..recommend

Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

..end


Reconnecting Broken Arrow:
Planning for Multimodal Improvements
Sidewalk and Trail Improvements, New Trail, Street and Intersection Improvements
Legend
Sidewalk and Sidepath
Multiuse Trail
Roadway Improvements
Ramp Work
Bridge Work
Schools
FireStation
Hospital
Police Station
Pedestrian Crossing required @ RR
Parks
Proposed Park
Retail Centers (Groceries)
Rose District
City Boundary
County Boundary
Justice 40
DOT Historically Disadvataged Communities
W Omaha St
S 129th East Ave
City of Tulsa
City of Broken Arrow
Battle Creek Golf Club
E 51st St S
Broken Arrow Golf & Athletic Club
Nienhuis Park
TULSA
WAGONER
209th East Ave
Broken Arrow Expy
Elm
9th
E 61st St S
E Albany St
Broken Arrow Expy
Kenosha
Aspen
E 71st St S
295

City of Broken Arrow

Request for Action

File #: 26-551, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Presentation regarding requested road closure of East Houston Street between South 23rd Street and Highway 51 by Tri-Star Construction, LLC

Background:
The purpose of this item is to provide notification of an upcoming road closure which is required to complete a storm sewer crossing which is part of the roadway improvements occurring on East Houston Street. This is work is part of the approved public project ST-1926.

These closures will be nighttime closures allowing for flow of traffic during the daytime hours without interruption. The closure is expected to take place from 7:00pm-6:00am on April 27th-28th and then again the following night, April 28th-29th. The requested road closure has been attached for additional details. It includes submitted traffic control plan and required detour.

Cost: $0

Funding Source: None

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: TRNS29-SUB2526-19R1-Traffic Control Detour Plan R1

Recommendation:
Information only.

Tri-Star Construction, LLC

1880 N 166th E Ave
Tulsa, OK 74166

Phone: 918-439-9155
Fax:918-439-5802

TRANSMITTAL

Transmittal Number: 29

PROJECT: 2526
Houston Street Improvements 23rd Street to Old Highway 51

DATE: 04/13/2026

REF: Submittal Document No - 2526-19R1

TO: City of Broken Arrow
485 N Poplar Avenue
Broken Arrow, OK 74012

JOB: 2526

PROJECT: 9905708

RE: Timothy Hopkins

CONTRACT: ST1926A & WL26040

WE ARE SENDING YOU:		**VIA:**	
	þ Attached		¨ U.S. Mail
	¨ Under Separate Cover		¨ Fax, Total No. of Pages:
			¨ Other

THE FOLLOWING ITEMS:

þ Submittal ¨ Request For Proposal ¨ Request For Change ¨ Request For Information ¨

WE ARE SENDING YOU:		**ACTION:**	
þ For Approval	¨ For Your Use	¨ Approved As Submitted	¨ Approved As Noted
¨ As Requested	¨ For Review	¨ Revise And Resubmit	¨ Rejected
¨	¨	¨	¨

REMARKS:

Tri-Star Construction, LLC ("Tri-Star") is transmitting the following submittal for your review and approval. If you have any questions, please feel free to contact me.

Signed: _____
Shaun Hinkle

Date: 04/13/2026

Tri-Star Construction, LLC

1880 N 166th E Ave
Tulsa, OK 74166

SUBMITTAL

Submittal Number: 2526-19R1

PROJECT: 2526
Houston Street Improvements 23rd Street to Old Highway 51

DATE: 04/13/2026

TO: City of Broken Arrow
485 N Poplar Avenue
Broken Arrow, OK 74012

JOB: 2526

PROJECT: 9905708

RE: Timothy Hopkins

CONTRACT: ST1926A & WL26040

CC:

Timothy Hopkins	485 N Poplar Avenue	Broken Arrow, OK 74012
Travis Small	485 N Poplar Avenue	Broken Arrow, OK 74012
Nathan Kohl	485 N Poplar Avenue	Broken Arrow, OK 74012
David Cross	5100 E Skelly Dr	Tulsa, Ok 74135
Matt Bauman	1880 N. 166th E. Ave	Tulsa, OK 74116
Luis Rodriquez	1880 N. 166th E. Ave	Tulsa, OK 74116

Regarding:

Traffic Control & Detour Plan R1

We hereby submit the following for your approval.

DRAW/SPEC. NO.	SECTION NO.	ITEM NO.	DESCRIPTION
			Traffic Control & Detour Plan for Night Closure R1

Remarks:

Tri-Star Construction, LLC ("Tri-Star") is submitting the revised traffic control & detour plan that we intend to utilize for the night closure on E. Houston St from S. 28th Pl to Old Highway 51 in order to install inlet 18 & 20 storm crossing.

Tri-Star expects the closures to be April 27th - 28th from 7:00 PM - 6:00 AM and April 28th - 29th from 7:00 PM - 6:00 AM.

Traffic westbound will be diverted up Old Highway 51 and down County Line Rd. Eastbound traffic will be vice versa.

If you have any questions, please feel free to contact me.

Please respond by: 04/20/2026

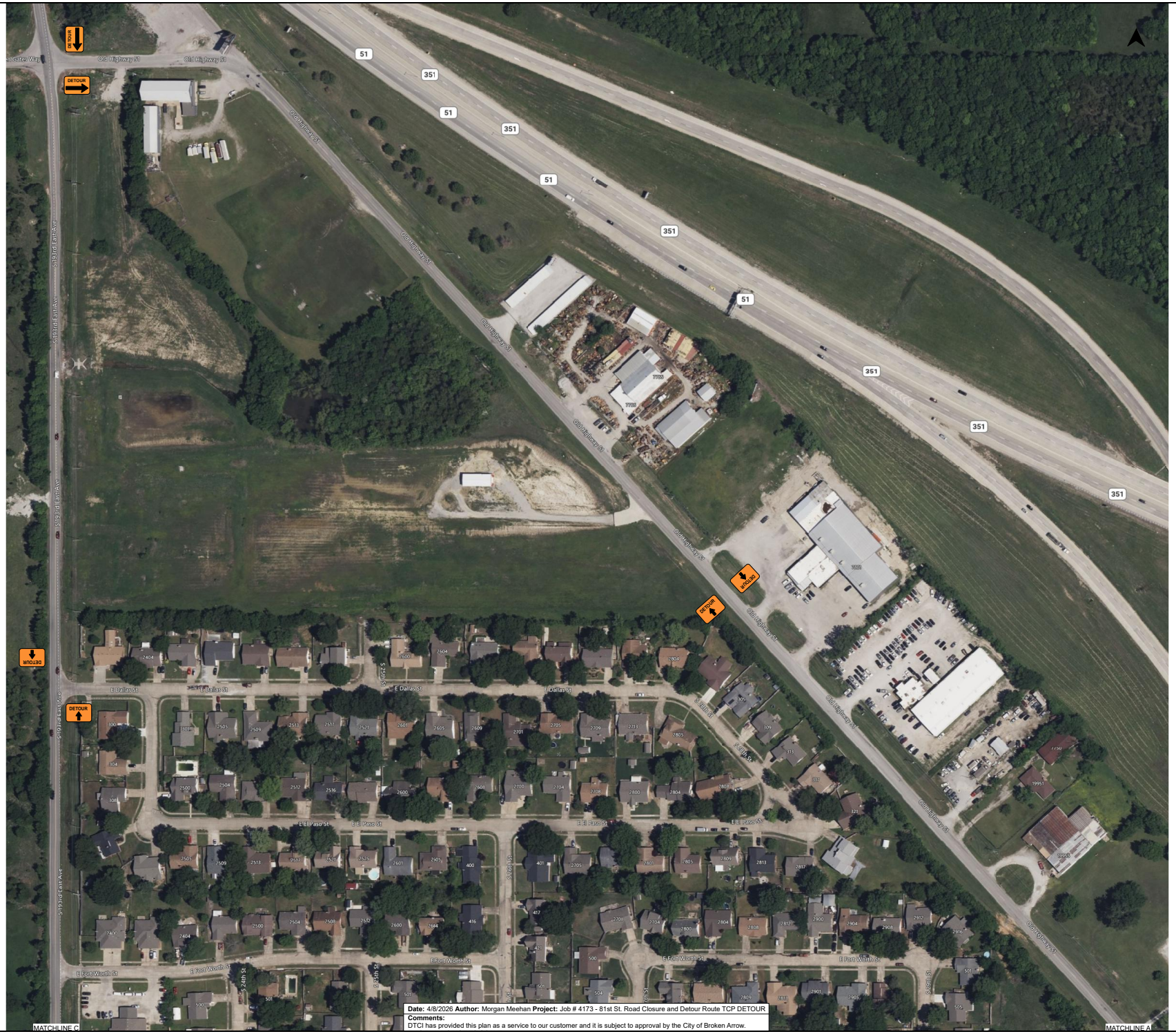
Shaun Hinkle
Tri-Star Construction, LLC

Timothy Hopkins
City of Broken Arrow

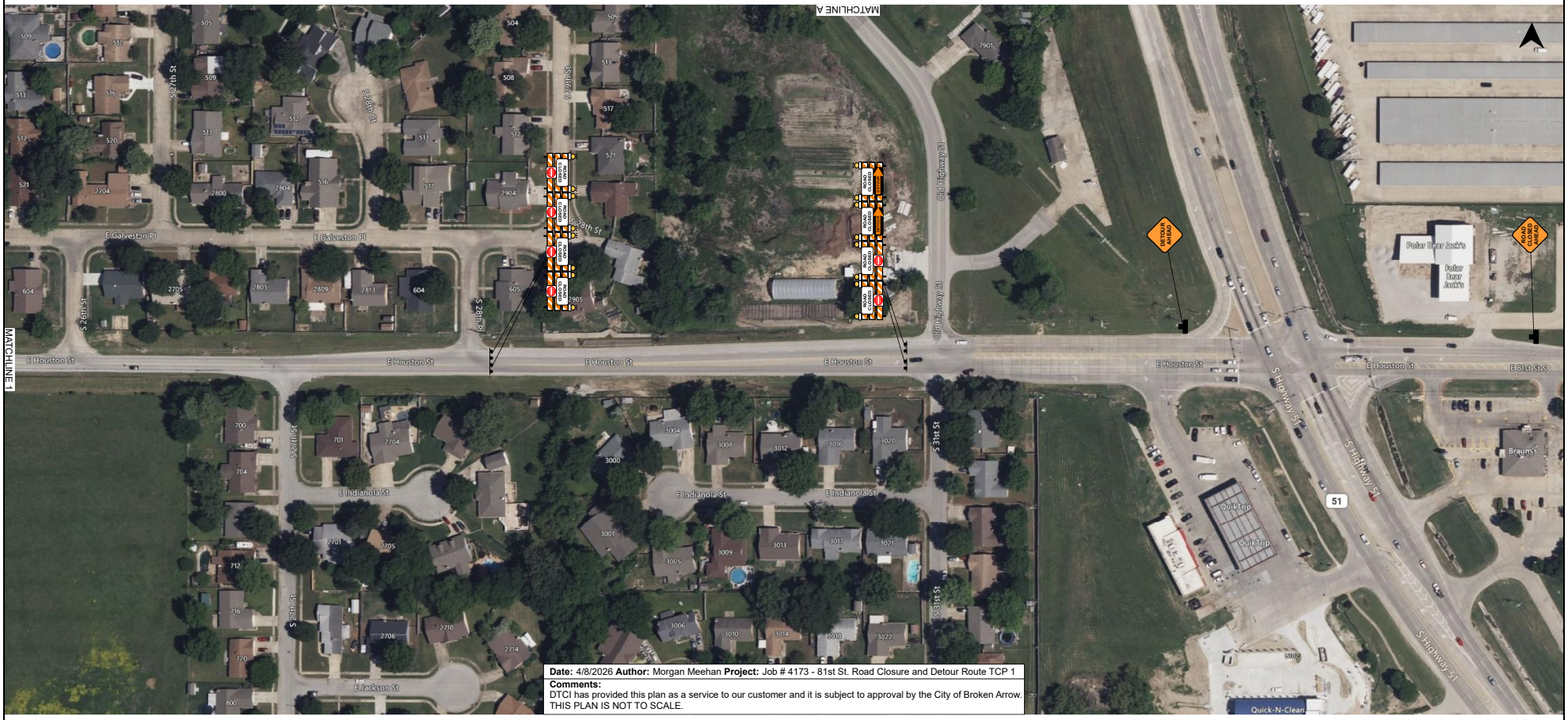


Date: 4/8/2026 **Author:** Morgan Meehan **Project:** Job # 4173 - 81st St. Road Closure and Detour Route TCP 2

Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow. THIS PLAN IS NOT TO SCALE.



Date: 4/8/2026 **Author:** Morgan Meehan **Project:** Job # 4173 - 81st St. Road Closure and Detour Route TCP DETOUR
Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow.


MATCHLINE A
MATCHLINE 1
E Houston St
E Galveston Pl
E Indianola St
E Jackson St
S 26th St
S 27th St
S 28th St
S 29th St
S 30th St
S 31st St
Old Highway 51
S Highway 51
E 81st St S
ROAD CLOSED
DETOUR AHEAD
Polar Bear Jack's
QuikTrip
Braum's
Quick-N-Clean
51
Date: 4/8/2026 Author: Morgan Meehan Project: Job # 4173 - 81st St. Road Closure and Detour Route TCP 1
Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow.
THIS PLAN IS NOT TO SCALE.

CITY OF BROKEN ARROW
Where opportunity lives

Street Closure Permit Application

Engineering and Construction Departm
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

405

Applicant Information

Company Name: Tri-Star Construction, LLC
Company Contact: Matthew Bauman
Address: 1880 N. 166th E. Ave
Contact Phone #: 918-440-9265
City, State: Tulsa, OK 74116
Contact Email: mbauman@tristarllc.net

Street Closure Information

Type of Closure

- ☐ Partial/One Lane
- ☒ Full Roadway
- ☐ Right of Way Work
- ☐ Sidewalk/Trail
- ☐ Other: _____

Roadway Type

- ☒ Arterial
- ☐ Industrial
- ☐ Residential
- ☐ Commercial

Project Association

- ☐ Private Project
- ☒ Public Project

Project Name: ST1926 Houston St Rdwy Impvt's

Road Name or Facility for Closure: E. Houston St

Location/Extents: Inlet 18 & 20 storm crossing between S. 28th Pl & Old Highway 51

Closure Period:
Closure Dates: Start: April 27-28, 2026 Finish: April 28-29, 2026
Closure Times: Start: 7:00 PM - 6:00 AM Finish: 7:00 PM - 6:00 AM

Closure Description/Overview

Tri-Star Construction, LLC ("Tri-Star") is requesting two night closures of E. Houston St from S. 28th Pl to Old Highway 51 for inlet 18 & 20 storm crossings required in conjunction with the above mentioned project. Tri-Star will reopen the roadway to traffic between the nightly closures.

Reason for Closure

Installation of storm pipe crossings required in conjunction with the above mentioned project.

NOTE: Application will not be approved without adequate Traffic Control Plan submitted with application

☒ I have read and understand the attached City of Broken Arrow Traffic Control Manual Chapter 8 - Work Zones. Furthermore, I agreed to release, indemnify and hold harmless the City of Broken Arrow from any liability for personal injuries or property damage sustained by any person in connection with any activities for which this permit is issued.

Shaun Hinkle		04/08/2026	580-231-1319/shinkle@tristarllc.net
Name (Print)	Signature	Date	Phone/Email

City of Broken Arrow Authorization - Ordinance No. 2837 § 23-28(a)

Engineering & Construction Director Concurrence	Assistant City Manager Recommendation	City Manager Authorization
Charlie Bright, PE	Kenneth Schwab, PE, CFM	Michael Spurgeon

City of Broken Arrow

Request for Action

File #: 26-506, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1740, a Resolution of the City of Broken Arrow, Oklahoma, recognizing and supporting the city's role as host of the 2026 National League of Cities and Oklahoma Municipal League Women in Municipal Government Conferences, and acknowledging the value and priorities of Women in Municipal Government

Background:
Broken Arrow will host the 2026 National League of Cities and Oklahoma Municipal League's Annual Women in Municipal Government conferences June 22-26, 2026.

Women in Municipal Government brings together female municipal leaders to network and share best practices.

Women in Municipal Government provides a dedicated space for women municipal officials and staff to share ideas, collaborate on challenges, and celebrate their achievements.

2026 WIMG Priorities

- Advance economic opportunity for women through workforce.
- Uplifting community well-being by advancing health, wellness, and quality of life priorities.
- Advocate for civility and public safety for municipal officials.

Cost: $0.00

Funding Source: N/A

Requested By: Councilmember Lisa Ford

Approved By: City Manager's Office

Attachments: Resolution No. 1740

Recommendation:
Approve and authorize execution of Resolution No. 1740

RESOLUTION NO. 1740

A RESOLUTION OF THE CITY OF BROKEN ARROW, OKLAHOMA, RECOGNIZING AND SUPPORTING THE CITY'S ROLE AS HOST OF THE 2026 NATIONAL LEAGUE OF CITIES AND OKLAHOMA MUNICIPAL LEAGUE WOMEN IN MUNICIPAL GOVERNMENT CONFERENCES, AND ACKNOWLEDGING THE VALUE AND PRIORITIES OF WOMEN IN MUNICIPAL GOVERNMENT.

WHEREAS, the City of Broken Arrow is honored to serve as the host community for the 2026 National League of Cities (NLC) and Oklahoma Municipal League (OML) Annual Women in Municipal Government (WiMG) Conferences, to be held June 22–26, 2026; and

WHEREAS, Women in Municipal Government brings together female municipal leaders from across the nation to network, collaborate, and share best practices that strengthen local governance; and

WHEREAS, the WiMG Conferences provide a dedicated space for women municipal officials and staff to exchange ideas, address common challenges, and celebrate their professional achievements and contributions to their communities; and

WHEREAS, the 2026 Women in Municipal Government Conferences will focus on the following priority areas:

1. Advancing economic opportunity for women through workforce development;
2. Uplifting community well-being by advancing health, wellness, and quality-of-life initiatives; and
3. Advocating for civility and public safety for municipal officials; and

WHEREAS, the City of Broken Arrow proudly supports these priorities and recognizes the impact of strong, engaged women leaders in municipal government who contribute daily to the success and vitality of communities across Oklahoma and the nation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

THAT the City of Broken Arrow expresses its full support for the 2026 National League of Cities and Oklahoma Municipal League Women in Municipal Government Conferences and welcomes all participants to our community; and

THAT the City of Broken Arrow reaffirms its commitment to fostering inclusive leadership, supporting workforce and economic opportunity for women, promoting community well-being, and ensuring civility and safety for all municipal officials; and

THAT this Resolution shall be in full force and effect from and after its adoption.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY
James Walters

City of Broken Arrow

Request for Action

File #: 26-494, **Version:** 1

Broken Arrow City Council
Meeting of: 04/21/2026

Title:

Consideration, discussion, and possible appointment of three (3) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the three (3) Trustee appointments with three year terms commencing July 1, 2026

Background:
Since 1982, the City has been a member of the Oklahoma Municipal Assurance Group (OMAG), a provider of General Liability, Auto, Workers' Compensation, Property and Risk Management services for Oklahoma cities and towns. It is governed by a seven-member Board of Trustees nominated and elected by its members. The terms of three trustees expire on June 30, 2026. Seven individuals are nominated to fill the three vacancies.

After a review of nominees' biographical summaries, staff recommend that the ballot be cast for **Justin Battles (Incumbent),** Assistant City Manager, Mustang; **Tim Lyon (Incumbent),** City Manager, Midwest City; and **Pam Polk (Incumbent),** City Manager, Durant.

Cost: $0

Funding Source: N/A

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: Official Oklahoma Municipal Assurance Group (OMAG) Ballot and Biographical Candidate Information and Campaign Letters

Recommendation:
Appoint three Trustees to the OMAG Board and approve and authorize the Mayor's execution of the Official Ballot.

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP
2026 Election of THREE Trustees
For a three-year term starting July 1, 2026

The biographical sketch on the next page for each nominee was written by the person who made the nomination. **YOU MAY VOTE FOR THREE (3) NOMINEES** by placing a check mark next to their names below.

____ **Justin Battles, Assistant City Manager, Mustang (Incumbent)**

____ **Tim Lyon, City Manager, Midwest City (Incumbent)**

____ **Pam Polk, City Manager, Durant (Incumbent)**

____ **Brady Moore, City Manager, Stillwater**

____ **Cody Roe, City Manager, McLoud**

____ **Michael Shannon, City Manager, Guymon**

____ **Cecilia Taft, City Clerk, Spencer**

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

_____

Signed: _____
Mayor

Attested: _____ Date: _____, 2026
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2026,* by:

(1) emailing the ballot to elections@omag.org;
(2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
(3) sending a fax of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES, limited to 50 words

JUSTIN BATTLES (Incumbent) Justin Battles is passionate about communities, working with others and the organizations that support them. As the Assistant City Manager for the City of Mustang, he recognizes and understands the demands that cities and towns face. Justin has 24 years of municipal experience. He knows that together we can succeed. (Mustang participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

TIM LYON (Incumbent) Tim Lyon has over 40 years of local government experience specializing in Risk Management, a Master's Degree, and is an accredited City Manager. For the past 26 years, he has served the City of Midwest City in various management functions. He has served on the OMAG Board for two terms. (Midwest City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

PAM POLK (Incumbent) Pam Polk is the city manager of Durant. She holds bachelor's and master's degrees. Pam is a credentialed manager through ICMA. She was awarded the Gerald Wilkins Award for Oklahoma City Manager of the Year 2017 and OML Woman of the Year 2022. Pam also serves on the OML BOD. (Durant participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

BRADY MOORE Named Stillwater City Manager in December 2024 after serving two terms as Interim City Manager. Brady Moore served roles of Chief Innovation Officer, Economic Development Director, Assistant and Deputy City Manager. Project leadership includes: $14.5M downtown City park, alternative work schedule, Rails-to-Trails conversion, and $3B Google data center campus. (Stillwater participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CODY ROE Currently serving as City Manager for the City of McLoud, Cody has over 16 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHAEL SHANNON Michael Shannon serves as City Manager of Guymon, overseeing municipal operations, infrastructure, utilities, and economic development. With decades of municipal experience, he emphasizes fiscal responsibility, collaboration and long-term planning. He led major initiatives including the Mesa Water Project and helped secure the OWRB's 2060 Water Excellence Award. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

CECILIA TAFT Cecilia Taft of Luther, Oklahoma, is a focused and driven public service professional. She has served as City Clerk for the City of Spencer since 2020 and previously held administrative leadership roles with Langston University and the Clark County School District. (Spencer participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

END.

City of Mustang

Council-Manager Form of Government

405-376-4521 1501 N. Mustang Road, Mustang, Oklahoma 73064

Curtis Green
City Clerk
City of Broken Arrow
P.O. Box 610
Broken Arrow, Oklahoma 74013-0610

April 2, 2026

Re: Re-elect Justin Battles to the OMAG Board

My name is Justin Battles, and I am currently serving on the Board of Trustees for the Oklahoma Municipal Assurance Group. I am asking for your support as I seek re-election.

I have been in public service for over 26 years and currently serve as the Assistant City Manager for the City of Mustang. Throughout my service to the City of Mustang, we have witnessed vast growth, doubling the population within our municipal boundaries. I am well aware of the daily ongoing needs of cities and towns. I take great pride in providing our citizens with excellent service while keeping the small-town feel that Mustang has always had.

As a member of OMAG, the City of Mustang can attest to the continued need for such an organization to facilitate insurance needs, training, legal advice, and much more. My experience overseeing all facets of municipal government will benefit all cities and towns. In today's litigious world, the ongoing need for experienced individuals to serve is paramount.

Throughout my career, I have kept a straightforward phrase in mind. Municipalities operate in the service industry, always striving to provide citizens with the best possible service. The Oklahoma Municipal Assurance Group has always provided excellent service to the City of Mustang. I would be honored to have your vote to continue working with them to improve the cities and towns they serve.

Respectfully,

Justin Battles
Assistant City Manager
Mustang, OK

City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

April 2, 2026

RE: Tim Lyon, Candidate for OMAG Board of Trustees

Dear Mayor, Council Members, City Managers and City Clerks:

I currently serve on the Oklahoma Municipal Assurance Group's (OMAG) Board of Trustees as a Board Member. In addition, I serve as an OMAG board representative to the newly created Oklahoma Municipal Natural Gas Coalition interlocal. My term expires in June, and I would very much appreciate your consideration in voting for me in the upcoming Board of Director's election.

For the last 40 years, I have served in two municipalities and spent 10 years teaching at the Center for Local Government Technology at Oklahoma State University. I earned a Master's Degree in Political Science with an emphasis in Public Administration in 1986 and in 2016 earned a city manager accreditation from the City Manager's Association of Oklahoma (CMAO). For the past 26 years, I have served as the Human Resources Director, Assistant City Manager and now as the City Manager of the City of Midwest City. My undergraduate degree is a Bachelor's in Political Science with an emphasis in Public Law and Private Rights.

During my entire career, I have directly supervised and managed many different types of self-insurance programs that include health insurance, workers compensation, safety programs, property, and liability programs. In addition, I serve on the Board of Directors for a nationwide captive liability insurance program called States Insurance and Chair their Audit and Finance Committee.

Finally, I grew up on a family cattle ranch in northeast Oklahoma and continue to be involved in operating this ranch. This experience has given me an affinity for not only living in a large metropolitan area but also the core values of living in rural Oklahoma. I recently celebrated my 40th wedding anniversary to my wife Rhonda. We have a daughter who is a Registered Nurse and a son who is a Captain at the Stillwater Fire Department.

I would be honored to continue serving on the OMAG Board utilizing my vast experience to advocate for Oklahoma cities and towns during these difficult financial times at OMAG. I will continue to work for small and large cities alike and hope to aid municipal gas operations through the continued development of the Oklahoma Municipal Natural Gas Coalition.

Respectfully,

Tim Lyon, City Manager
City of Midwest City

April 1, 2026

To All My Friends and Colleagues

It's no April Fool's Joke!!

I am excited to seek re-election to the Oklahoma Municipal Assurance Group Board of Directors. As a city manager, I've spent my career working to support and strengthen cities and towns across our state.

I started in municipal government more than 30 years ago as a city clerk in Mangum. I know who does all the work! The experience grounded me in the day-to-day work that keeps our communities running and shaped my commitment to public service.

I truly enjoy helping municipalities in all areas—whether it's infrastructure, economic development, or just working through challenges together. While insurance services are critical, I believe our role is also about being partners, problem-solvers, and a reliable resource for our communities.

OMAG is a tremendous asset to our cities and towns. The staff is caring, knowledgeable, and always ready to help—not just with insurance needs, but with training and support across many areas of municipal government.

I have brought a practical, real-world perspective from years in local government, and I value listening and working alongside others to find solutions. I'm committed to making sure OMAG continues to be responsive, helpful, and strong for every member community.

I would truly appreciate the opportunity to continue serving you on the OMAG Board.

Respectfully,

Pam Polk
City Manager
City of Durant

City of Broken Arrow

Request for Action

File #: 26-499, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:
Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with Nabholz Construction Corporation for the Construction Management Services of Municipal Services Administration Building (Project No. 2417170)

Background:
Broken Arrow City Hall has been a staple for the community for more than 50 years. As Broken Arrow has grown, they have outgrown the capacity of the current City Hall. There is a need for departmental personnel growth, additional office space, community service functions, and security improvements. The City of Broken Arrow will be constructing a new Municipal Services Administration Building to address these needs at a new location, and the existing City Hall will remain operational during construction. The project is located at 130 E. Washington Street, Broken Arrow, OK 74012.

On December 5, 2025 City Staff received Statement of Qualifications from eight (8) Construction Management companies. A selection committee that consisted of staff from the Engineering and Construction Department, Maintenance Department and Narrate (Selser Shaffer) unanimously chose Nabholz Construction Corporation to provide Pre-Construction Services and perform Construction Management on the facility that is to be provided by the City of Broken Arrow.

City staff negotiated an agreement with Nabholz Construction Corporation to provide Pre-Construction Services. The agreement is for $49,000. There will be a future Amendment to this Agreement which will include the Guaranteed Maximum Price for the infrastructure improvements.

Cost: $49,000

Funding Source: STCI General Government

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

Approved By: City Manager's Office

Attachments: 2026.04.02_COBA MSA Nabholz CM at Risk Prime Contract_2417170

Recommendation:
Approve and authorize execution of a Professional Consultant Agreement with Nabholz Construction Corporation for the Construction Management Services of Municipal Services Administration Building (Project

No. 2417170)

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

This Agreement made and entered into this 21 day of April, 2026 for Construction Management Services ("Agreement") is made and entered into by and between the City of Broken Arrow, Oklahoma a municipal corporation, 220 S. 1st Street, Broken Arrow, Oklahoma 74103 ("Owner") and Nabholz Construction Corporation, an Oklahoma corporation whose principal office and place of business is at 10319 East 54th Street, Tulsa, OK 74146 ("Construction Manager").

WHEREAS, the Owner desires to construct the Broken Arrow Municipal Services Administration Building("Project") located in Broken Arrow, Oklahoma; and

WHEREAS, the Project is located at 130 E. Washington Street, Broken Arrow, OK 74012. Broken Arrow City Hall has been a staple for the community for more than 50 years. As Broken Arrow has grown, they have outgrown the capacity of the current City Hall. There is a need for departmental personnel growth, additional office space, community service functions, and security improvements. The City of Broken Arrow will be constructing a new Municipal Services Administration Building to address these needs at a new location and the existing City Hall will remain operational during construction.

WHEREAS, the Owner has engaged Narrate (Selser Shaffer) ("Architect") as Architect for the Project and has entered into an Agreement for Architectural Services with the Architect ("Owner/Architect Contract"); and

WHEREAS, the Owner has determined that the Project can be accomplished most effectively by retaining the services of a construction manager to work with the Owner, its Architect, and the various subcontractors for the Project, so that Project may be completed and ready for use at the earliest practicable date; and

WHEREAS, the Construction Manager will provide the Owner and the Architect with information and recommendations on construction technology and market conditions to insure that the building design stays within the budget, control the scheduling of construction, manage the procurement effort, superintend and inspect the construction of the building, and provide a wide range of other related services as set forth by this Agreement; and

WHEREAS, the Construction Manager is ready, willing, and able to perform such services; and

WHEREAS, the Owner has been allocated funding not to exceed $25,000,000 for construction of the Project in the form of a Guaranteed Maximum Price ("GMP"), which amount will include the Cost of the Work as established by the Construction Manager and as set forth in Exhibit B attached to this Agreement; a sum established by the Construction Manager to cover costs of Direct Project Management support as set forth in this Agreement; the Construction Manager's Fee; and the Contingency. All savings are 100% returned to the Owner by reduction in GMP; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged in this Agreement, the Owner and Construction Manager agree as follows:

ARTICLE 1
REPRESENTATIONS AND AFFIRMATIONS

By executing this Agreement, the Construction Manager makes the following express representations and affirmations to the Owner:

(a) The Construction Manager is professionally qualified to act as the construction manager for the Project. It is understood that the Construction Manager is required to provide for the completion, correction, and timely execution of any work that may be required, implied, or inferred by the construction documents, as necessary, to produce the intended result (the "Work");

(b) The Construction Manager will maintain all necessary licenses, or other authorizations necessary to act as Construction Manager for the Project until the Construction Manager's duties hereunder have been fully satisfied;

(c) The Construction Manager has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated; and

(d) The Construction Manager assumes full responsibility to the Owner for the improper acts and omissions of its employees, subcontractors, or others employed or retained by the Construction Manager in connection with the Project. Any contract by and between the Construction Manager and any employees, subcontractors, or others employed by the Construction Manager will bind such employees, subcontractors, or others to the Construction Manager to the same extent and degree, and under the same terms and conditions, as the Construction Manager is bound to the Owner.

NOTHING CONTAINED ABOVE WILL IN ANY MANNER WHATSOEVER SUPERSEDE, LIMIT, OR RESTRICT ANY OTHER REPRESENTATION OR AFFIRMATION SET FORTH ELSEWHERE IN THIS AGREEMENT.

ARTICLE 2
PRECONSTRUCTION PHASE
DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

(a) The following terms, when used in this Agreement, will have the meanings set forth below:

(1) "Guaranteed Maximum Price" or "GMP" means the sum of the estimated Cost of the Work, the Construction Manager's Fee, the cost of Direct Project Management services, and the Contingency.

(2) "Substantial Completion" means that stage in the progression of the Work, as certified in writing by the Owner, when the Project is sufficiently complete in accordance with this Agreement that the Owner can enjoy beneficial use or occupancy of the Project, can utilize it for its intended purpose, and all required Occupancy permits have been received. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. This is the date when the product and system warrantee periods start.

(b) The following preconstruction phase services are to be performed by Construction Manager:

(1) The Construction Manager shall provide a preliminary evaluation of the Owner's program and approved budget requirements;

(2) The Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction technology and feasibility; the availability of materials and labor; other market conditions necessary to insure that the building's design stays within budget; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies;

(3) When Project requirements have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project Schedule (**Exhibit A**) for the Architect's review and the Owner's approval. The Construction Manager shall assist the Owner and the Architect in creating a critical path schedule setting forth all dates related to the Project, including, without limitation, each phase of the Project's design and construction. The Construction Manager shall obtain the Architect's approval of the

portion of the preliminary Project Schedule relating to the performance of the Architect's services. The Construction Manager shall coordinate and integrate the preliminary Project Schedule with the services and activities of the Owner, Architect and Construction Manager. As design proceeds, the preliminary Project Schedule will be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and date of Substantial Completion.

(4) When the Owner has sufficiently identified the Project requirements and the Architect has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect and approval of the Owner, a preliminary cost estimate utilizing area, volume, or similar conceptual estimating techniques;

(5) When schematic design and design development documents have been prepared by the Architect and approved by the Owner, the Construction Manager shall prepare a detailed cost estimate with supporting data for review by the Architect and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect and Construction Manager;

If any cost estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall provide an explanation and make appropriate recommendations to the Owner and Architect;

(6) The Construction Manager shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design. Plans and specifications will be made available to any parties interested in obtaining them at various stages of the design process. Meetings will be held to discuss documents with prospective vendors and subcontractors. The Construction Manager, Owner and Architect will determine any prequalification criteria to be used to develop lists of acceptable bidders;

(7) The Construction Manager shall recommend to the Owner and Architect a schedule for procurement of items anticipated as requiring long lead times; this schedule will constitute part of the Project Schedule. Upon the Owner's acceptance of the Construction Manager's recommendation(s), the Construction Manager shall enter into all contracts for such items, and Owner shall reimburse actual costs as Cost of the Work. To the extent possible, the Construction Manager shall expedite the delivery of items expected to require long lead times;

(8) The recommendations and advice of the Construction Manager concerning design alternatives will be subject to the review and approval of the Owner and the Owner's professional consultants;

(9) When Architect has prepared Construction Documents that are approximately ninety percent (90%) complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work, the Construction Manager's Fee, the cost Direct Project Management services, and the Contingency, for review by the Architect and approval by the Owner. Construction Manager shall submit a Final GMP within thirty (30) business days after receipt of the ninety percent (90%) Construction Documents set.

a. As the drawings and specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall include a "Design Contingency" within the GMP for further development of the drawings and

specifications by the Architect that is consistent with the construction documents and reasonably inferable therefrom. Completion, coordination, detailing, and other further development consistent with the foregoing shall not constitute a change in scope and shall not entitle Construction Manager to an increase in the GMP or Contract Time. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, will be incorporated by written amendment;

b. The Construction Manager shall include with the GMP proposal a written statement of its basis, which will include:

    a. A list of the drawings and specifications, including all addenda thereto and the conditions of the contract, which were used in preparation of the GMP proposal;
    b. A list of allowances and a statement of their basis;
    c. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the drawings and specifications;
    d. The proposed GMP, including a statement of the cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP; and
    e. The proposed date of commencement of construction, and the date of Substantial Completion upon which the proposed GMP is based.

(10) The GMP will include the Contingency, a sum established for the Construction Manager's use to cover architect/engineering clarifications and/or for added scope of work/ mitigation of weather impact/ low estimates or deviations from the estimated cost/ overly aggressive scheduling/ supply chain delays/ shortage of properly skilled workforce, or other reasonable documented costs necessary for proper completion of the Work. The Owner will review and approve, at its discretion, the Construction Manager's proposed use of the Contingency to satisfy itself that the costs are reasonable and proper for the work before the work is initiated;

(11) The Construction Manager shall meet with the Owner and Architect to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they will promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis or both;

(12) The GMP proposal, including the proposed dates of commencement of construction and Substantial Completion, shall become effective upon-written acceptance by the Owner;

(13) Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a notice to proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work , except as the Owner may specifically authorize in writing;

(14) The GMP and its basis will be set forth as **Exhibit B**. The GMP will be subject to additions and deductions by a change in the Work and the date of Substantial Completion will be subject to adjustment, with the written approval of the Owner;

(15) The Owner shall authorize and cause the Architect to revise the drawings and specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in **Exhibit B**. Such revised drawings and specifications will be furnished to the Construction Manager in accordance with the schedules agreed to by the Owner, Architect and Construction Manager. The Construction Manager shall promptly notify the Architect and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications; and

(16) The Construction Manager shall obtain all necessary building permits and other permits required for the construction of the Project. Fees for permits required by the City of Broken Arrow will be provided for by the Owner.

ARTICLE 3
CONSTRUCTION PHASE
DUTIES, OBLIGATIONS AND RESPONSIBILITIES

The following Construction phase duties, obligations and responsibilities are to be performed by the Construction Manager:

(a) The Construction Phase will commence upon: The Owner's acceptance of the Construction Manager's GMP proposal and Project Schedule, and issuance of a notice to proceed;

(b) Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare and submit for the Owner's and Architect's information a detailed schedule for the Construction Phase Work which will conform to the overall Project Schedule set forth in **Article 2 (b)(3)**, and such detailed Project Schedule will be set forth as **Exhibit A**. The schedule may be revised as necessary at appropriate intervals as required by the conditions of the Work and Project;

(c) Those portions of the Work that the Construction Manager does not customarily perform with its own personnel as part of its construction management services as set forth in this Agreement shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. Subject to the requirements of the Public Facilities Act, 61 O.S. §201 et seq., if the Construction Manager decides to bid a Work package, it must declare this intent during the pre-bid meeting. The Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment. After analyzing the bids, the Construction Manager shall deliver such bids to the Owner and Architect along with a recommendation for award. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted by the Construction Manager. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection;

(d) Subcontracts and agreements with suppliers furnishing materials or equipment will be advertised and awarded by the Construction Manager in accordance with the State of Oklahoma and City of Broken Arrow public bidding laws;

(e) [Intentionally Omitted]

(f) The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes to the Owner, Architect and subcontractors;

(g) The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, number of workers and/or subcontractors working on the site, Work accomplished, problems encountered and other similar relevant data as the Owner or the Architect may require. A copy of the log will be provided to the Owner and Architect;

(h) The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs including usages of the Contingency and report the variances to the Owner and Architect at no less than monthly intervals;

(i) The Construction Manager shall ascertain that the Work is accomplished in accordance with the construction documents, applicable laws including but not limited to the Public Facilities Act, 61 O.S. §201 et seq. and the Public Competitive Bidding Act, 61 O.S. §101 et seq., statutes, City of Broken Arrow ordinances, building codes, rules and regulations and if the Construction Manager recognizes that portions of the Work are at variance therewith, the Construction Manager shall promptly notify the Architect and Owner in writing;

(j) The Construction Manager shall be responsible for review and coordination of the Work of its forces and all subcontractors to insure full compliance with all laws, regulations, ordinances, and governmental mandates relating to safety, including, but not limited to, all such laws, regulations, ordinances, and governmental mandates pertaining to fire protection, blasting, and excavation. The Construction Manager shall continuously inspect all operations, Work, materials, and equipment and shall be solely responsible for the discovery, determination, correction, and prevention of any and all conditions, which constitute a risk of bodily injury or property damage;

(k) The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Agreement. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons, or property damage, including, but not limited to bodily injury or death to persons, resulting from a material or substance encountered but not created on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and orally report the condition to the Owner and Architect immediately, promptly followed by a report in writing;

(l) The Construction Manager shall create and submit to the Architect detailed and comprehensive construction record drawings depicting all as-built construction. Said drawings will be submitted to the Architect upon Final Completion of the Project and receipt of same by the Architect shall be a condition precedent to final payment to the Construction Manager. As used in this Agreement "Final Completion" means the stage in the progression of the Work, as determined in writing by Owner, after Substantial Completion and the punch list of items has been satisfactorily approved by the Owner, Architect and Construction Manager;

(m) The Construction Manager shall procure the services of an independent testing laboratory to perform required material testing and will pay for the costs of such tests;

(n) The Construction Manager shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the Owner and the Architect of any inconsistency, ambiguity, error or omission which the Construction Manager may discover with respect to these documents proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, shop drawings or product data shall not relieve the Construction Manager of the continuing duties imposed hereby, nor shall any such approval be evidence of the Construction Manager's compliance with this Agreement. The owner has requested the Architect to prepare documents for the Project, including the Drawings, Plans and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. By the execution hereof, the Construction Manager warrants and represents that, in its capacity as a Construction Manager, and not as a design professional, it will review and carefully examine such documents, for completeness, accuracy, adequacy, consistency, coordination and sufficiency for construction.

(o) The following terms and conditions are applicable to uncovering Work and the correction of defective and deficient Work:

(1) If any of the Work is covered contrary to the request of the Owner or the Architect, or contrary to any provision of this Agreement, said Work shall, if required by the Owner or the Architect, be uncovered for inspection and shall be properly replaced at the Construction Manager's expensive without change in the Contract Time.
(2) If any of the Work is covered in a manner not inconsistent with **Article 3 (p)(1)** above, it shall, if required by the Owner or the Architect, be uncovered for inspection. If such Work conforms strictly with this Agreement, the cost of uncovering and proper

replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Agreement, the Construction Manager shall pay the cost of uncovering and proper replacement.

(3) The Construction Manager shall immediately proceed to correct Work rejected by the Owner or by the Architect as defective of failing to conform to this Agreement. The Construction Manager shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursements to the Owner for any fees and expenses of the Architect made necessary thereby;

(4) With prior approval by the Construction Manager, the Owner may choose to accept defective or nonconforming Work. In such event, the GMP shall be reduced by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining unpaid sum, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Construction Manager shall, upon written demand from the owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

(5) If within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with this Agreement, the Construction Manager shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Agreement;

(6) Nothing contained in **Article 3 (p)(5)** shall establish any period of limitation with respect to other obligations which the Construction Manager has under this Agreement. Establishment of the one-year time period in **Article 3 (p)(5)** above relates only to the duty to the Construction Manager to specifically correct the work.

(p) Prior to the expiration of one (1) year after the date of Substantial Completion of the Work, the Construction Manager shall participate in the Architect's inspection of the Work with the purpose of discovering and identifying any defective, deficient or incomplete Work.

ARTICLE 4
CONTRACT TIME

With respect to performance of this Agreement and the Work, the Owner and the Construction Manager agree as follows:

(a) The Contract Time will be established as approved by the Owner under **Article 2 (b)(12)** of this Agreement;

(b) Partial use or occupancy of the Project will not result in the Project being deemed substantially complete, and such partial use or occupancy will not be evidence of Substantial Completion; and

(c) Liquidated damages shall be payable in accordance with **Article 15(l)** below.

(d) All limitations of time are of the essence of this Agreement.

ARTICLE 5
SERVICE SCHEDULE

At the conclusion of the preconstruction phase services, the Construction Manager shall submit for the Owner's approval a separate schedule for the performance of the Construction Manager's services within the Contract Time set forth in **Article 4,** which will include allowance for time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This schedule,

when approved by the Owner, shall not, except upon written consent of the Owner, be exceeded by the Construction Manager.

ARTICLE 6
CONSTRUCTION MANAGER'S PERSONNEL

The Construction Manager shall assign only qualified personnel to perform services required under the Agreement. At the time of execution of the Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Jake Nabholz	Chief Executive Officer
Michael Feamster	Regional President
Justin Woolverton	EVP of Operations
Jason Vines	VP of Preconstruction
Danny Duncan	Preconstruction Manager
Jeff Claxton	Project Executive
Nick Spillers	Project Manager
Kyle Arnold	General Superintendent
Ray Blake	Superintendent

So long as the individuals named above remain actively employed or retained by the Construction Manager, they shall perform the functions indicated next to their names. Construction Manager shall comply promptly with any request by Owner to replace any personnel performing any service on the Project. The Construction Manager reserves the right to substitute these individuals upon approval of the Owner.

ARTICLE 7
OPTIONAL DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

During the preconstruction and construction phases of the Project, and at all times relevant thereto, the Construction Manager shall have and perform the following duties, obligations and responsibilities if authorized in writing by the Owner, and same will be paid for by the Owner as provided hereinafter:

(a) Providing services that are required as a result of significant changes in the scope of the Project made after execution of this Agreement;

(b) Providing services related to damaged work, provided that such services are required by causes not the responsibility of the Construction Manager or the Construction Manager's subcontractors, whether in whole or in part; and

(c) Providing services made necessary solely by the default of the Owner or Architect.

ARTICLE 8
PROJECT RECORDS

All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Construction Manager shall be made available to the Owner for inspection and copying upon written request of the Owner. Furthermore, said records will be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, photographs, videos, or other writings of things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Construction Manager and its personnel in performing the obligations of this Agreement and the records of performance of said Agreement. The Construction Manager shall maintain and protect these records for no less than four (4) years after final completion of the Project, or for any longer period of time as may be required by law or by good construction management practice.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE OWNER

The Owner shall have and perform the following duties, obligations and responsibilities to the Construction Manager:

(a) The Owner shall provide the Construction Manager with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements;

(b) The Owner shall review any documents submitted by the Construction Manager requiring the Owner's decision, and shall render any required decisions pertaining thereto in a timely manner;

(c) As may be required by law or this Agreement, the Owner may furnish any pre-existing structural, mechanical, laboratory tests, asbestos surveys, building inspections or reports;

(d) In the event the Owner becomes aware of any fault or defect of the Project, nonconformance with any agreement for construction, or of any errors, omissions or inconsistencies in the drawings or specifications, and in the further event that the Owner becomes aware the Construction Manager, through no negligence of the Construction Manager, its subcontractors, consultants, agents or employees, does not have notice of same, prompt notice thereof will be given by the Owner to the Construction Manager;

(e) The Owner shall provide the Construction Manager access to the site and to the Work as necessary for the Construction Manager to perform this Agreement;

(f) The Owner shall perform those duties set forth in this Article as expeditiously as may be reasonably necessary for the orderly progress of the Construction Manager's services and of the Work;

(g) The Owner's review of any documents prepared by the Construction Manager or submitted by the Construction Manager shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and requirements. No review of such documents will relieve the Construction Manager of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product;

(h) The Owner has appointed and hereby confirms its appointment of the Project Engineer, Jennifer Tillson, and Construction Administrator, Koby Haddock, to act as Owner's representative(s), but is not limited to, in connection with the Project. The Construction Manager is authorized to deal exclusively with the Project Engineer and Construction Administrator for purposes of securing all approvals in connection with the Project; and

(i) Owner shall provide Construction Manager reasonable access to existing utility services available at or adjacent to the site and shall designate points of connection for permanent services. Unless expressly included in the GMP, Owner shall pay utility tap, meter, and connection fees required for permanent services. Construction Manager shall provide, maintain, and pay for all temporary utilities and temporary utility consumption required for performance of the Work, as part of the Cost of the Work, including items identified in Exhibit B.

ARTICLE 10
THE PROJECT ARCHITECT

The Owner has retained Narrate as the Architect to perform those duties, obligations and responsibilities as may be set forth by agreement between the Owner and the Architect. With respect to said Architect retained by the Owner, the Construction Manager acknowledges and agrees as follows:

(a) The Construction Manager shall cooperate with the Architect with respect to any duties, obligations, and responsibilities of the Architect including those set forth in the Owner/Architect Contract executed by and between the Owner and the Architect. The Construction Manager acknowledges that it has received, reviewed and studied a true and correct copy of the Owner/Architect Contract. The Construction Manager's duty of cooperation will include, but will not be limited to, the duty of providing information to the Architect concerning the Project; the duty of providing requested contract documents to the Architect including those documents identified in this Agreement; the duty of meeting and consulting with the Architect concerning any matter relating to the Project; and the duty of working with the Architect with respect to any inspection, testing, or analysis of any work performed on the Project;

(b) The Construction Manager shall review and study any and all analyses, reports, and other similar documents prepared by the Architect and furnished to the Construction Manager, and the Construction Manager shall incorporate and comply with any recommendations or proposals contained therein if necessary to protect the interest of the Owner and if authorized by the Owner in writing; and

(c) The duties, obligations and responsibilities of the Construction Manager under this Agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Architect. It is expressly acknowledged and agreed that the duties of the Construction Manager to the Owner are independent of, and are not diminished by, any duties of the Architect to the Owner.

ARTICLE 11
ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems will be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. The Construction Manager shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

ARTICLE 12
COMPENSATION FOR PRECONSTRUCTION PHASE SERVICES

For its assumption and performance of the preconstruction duties, obligations and responsibilities set forth in this Agreement, the Construction Manager shall be paid as follows:

(a) For Work associated with the preconstruction duties, obligations and responsibilities for the Project, the Construction Manager will be paid $49,000.00 as detailed in Exhibit B;

(b) Unless otherwise agreed in writing by the Owner, on or before the twenty-fifth (25th) day of each month after commencement of the Work, the Construction Manager shall submit an invoice to the Owner requesting fee payment for services properly rendered;

(c) In the event that the Owner becomes credibly informed that any representations of the Construction Manager as set forth in Paragraph (b) of this Article are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Construction Manager until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction; and

(d) The Owner shall make payment to the Construction Manager of all sums properly invoiced within thirty (30) days of the Owner's receipt of said invoice.

ARTICLE 13
CONVERSION OF GMP TO LUMP SUM PRICE

[Intentionally Omitted]

ARTICLE 14
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

For its assumption and performance of the construction duties, obligations and responsibilities set forth in this Agreement, the Construction Manager shall be paid as follows:

(a) Cost of the Work: Cost of the Work will include costs necessarily incurred by the Construction Manager in the proper performance of the Work.

1. The Cost of the Work will only include the following:

    a. Wages of construction workers directly employed by the Construction Manager to perform Project construction at the site or at off-site workshops, with the Owner's prior written agreement~~;~~, not to include construction management personnel; and associated personnel costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions;

    b. Payments made by the Construction Manager to subcontractors in accordance with the requirements of the subcontracts;

    c. Costs for transportation of materials and equipment incorporated or to be incorporated into the completed Project, including costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage;

    d. Costs for transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost (less salvage value) on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager will mean fair market value;

e. Deposits lost for causes other than the Construction Manager's negligence, willfulness, or failure to fulfill a specific responsibility to the Owner set forth in this Agreement;

f. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission will not be unreasonably withheld;

g. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof;

h. Costs of removal of debris from the site;

i. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the construction documents to pay;

j. Cost for temporary toilets, temporary barricades, temporary fencing, fire aid equipment and fire extinguishers during construction, temporary water service, temporary heating/cooling/ventilation, temporary weather protection, testing, permitting, daily/weekly/final cleaning, and OSHA / job site signage;

k. Costs reasonably incurred by Construction Manager in taking action to prevent threatened damage, injury or loss in case of any emergency affecting the safety of persons and property.

2. The Cost of the Work shall not include any cost not specifically and expressly described in **Paragraph (a)(1) or Paragraph (b), (c), or (d) of this Article 14**. Some examples of costs excluded for the Cost of the Work are;

a. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office;

b. Expenses of the Construction Manager's principal office and offices other than the site office;

c. Overhead and general expenses, except as may be expressly included in **Paragraph (a)(1)a. of this Article 14;**

d. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

e. Rental costs of machinery and equipment, except as specifically provided in **Paragraph (a)(1)g. of this Article 14;**

f. Costs incurred due to the tortious acts or omissions of the Construction Manager; breach of any express or implied warranties, representations and affirmations; or to the failure of the Construction Manager to fulfill its responsibility to the Owner set forth in this Agreement;

g. Costs incurred in the performance of Pre-Construction Phase Services;

h. Notwithstanding anything to the contrary contained elsewhere herein, costs which would cause the GMP to be exceeded.

(b) Construction Manager's Fee: For its assumption and performance of the Construction Phase duties, obligations and responsibilities set forth in this Agreement and the completion of the Project by the date of Substantial Completion, the Construction Manager shall be paid a Construction Manager's Fee of 3.5 Percent (3.5%) of the Cost of the Work and the cost of Direct Project Management Services, as identified within **Exhibit B**. The Construction Manager's Fee will be billed and paid in equal monthly installments commencing with the calendar month following commencement of the Construction Phase and concluding upon the agreed date of Final Completion of the Work. The Construction Manager's Fee will specifically include the following:

1. Office overhead and profit.

(c) Cost of Direct Project Management support: For its assumption and performance of the construction phase duties, obligations and responsibilities set forth in this Agreement and the completion of the Project by the date of Substantial Completion, including installation of FF&E (as used in this Agreement "FF&E" means Furniture, Fixtures and Equipment), the Construction Manager will be paid the cost for Direct Project support in a lump sum amount as listed within **Exhibit B**. The Cost of Direct Project support will be documented, billed and paid in equal monthly installments commencing with the calendar month following commencement of the construction phase and concluding upon the agreed date of Final Completion of the work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in with Final Completion occurs. The Cost of Direct Project support will include the following:

1. Wages and salaries of the Construction Manager's supervisory and administrative personnel engaged at the Project site;

2. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, in workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work;

3. On-site facilities, including job site mobilization and set up, office trailer and furniture rental, office equipment, and office security and janitorial services;

4. On-site reproduction costs, costs of telegrams, facsimile transmissions and cellular phones, postage and express delivery charges, job office utility costs, and reasonable petty cash expenses of the site office;

5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work out-of-state, with the prior written approval of the Owner; and

(d) Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if: (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefore from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts will accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment will accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. All discounts which accrue to the Owner will be credited to the Owner as a deduction from the Cost of the Work. As used in this Agreement, "Application for Payment" means an application for payment in the form of the American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Document G703, Continuation Sheets, showing by trade the Cost of the Work on the Project and the cost of materials incorporated into the Project or stored on the land, all to be stated in the Application and Certificate of Payment, which Application and Certificate of Payment will be signed by the Construction Manager, the applicable subcontractor to the Construction Manager, and the Architect and will show the percentage of completion of each construction line item on the approved budget.

ARTICLE 15
PAYMENTS TO CONSTRUCTION MANAGER

With respect to payments to the Construction Manager, the Owner and the Construction Manager agree as follows:

(a) As a condition precedent for any payment due under this Agreement, the Construction Manager shall submit on or before the twenty-fifth (25th) day of each month, unless otherwise agreed to in writing by the Owner, Application for Payment to the Architect and the Owner requesting progress payment due hereunder and obtain written approval for payment from the Architect. Said Application for Payment will be in such form and manner, and with such supporting data and content, as the Architect or Owner may require;

(b) In its Application for Payment, the Construction Manager may request payment for ninety-five percent (95%) of the portion of the GMP properly allocable to Work satisfactorily completed in accordance with this Agreement, including but not limited to materials or equipment necessary for the Work and properly stored at the Project site (or elsewhere if approved in advance in writing by the Owner), less the total amount of previous payments received from the Owner, except that no retainage shall be withheld for Direct Project Management, identified in Exhibit B, or reimbursement of insurance or bond rates. The remaining five percent (5%) will be held by the Owner and neither this nor any other retainage under the Project will be subject to withdrawal by Construction Manager, in whole or in part, at any time except as provided by **Article 15 (j)**. Payment for stored materials and equipment will be conditioned upon the Construction Manager's proof, satisfactory to the Owner, that the Owner has title to such materials and equipment and will include proof of required insurance. Each such Application for Payment will be signed by the Construction Manager and will constitute the Construction Manager's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with this Agreement, and that the Construction Manager knows of no reason why payment should not be made as requested;

(c) Each Application for Payment will bear the signature of the Construction Manager, which signature will constitute the Construction Manager's warranty and representation to the Architect and the Owner that the services indicated in the Application for Payment have progressed to the level indicated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred, that all obligations of the Construction Manager covered by prior invoices have been paid in full, and that, to the best of the Construction Manager's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Construction Manager that payment of any portion thereof should be withheld. Submission of the Construction Manager's Application for Payment will further constitute the Construction Manager's affirmative representation to the Owner that, upon receipt of the amount invoiced, all obligations of the Construction Manager to others, including its subcontractors, incurred in connection with the Project, to the level indicated, will be paid in full. The Construction Manager shall also furnish to the Owner properly executed waivers of lien, in a form acceptable to the Owner, from all subcontractors, materialmen, and suppliers wherein said subcontractors, materialmen, and suppliers shall acknowledge receipt of all sums due pursuant to all prior requests for payment and waive and relinquish any liens or lien rights relating thereto. Furthermore, the Construction Manager warrants and represents that upon payment of the Application for Payment submitted, title to all Work covered thereby will immediately pass to the Owner;

(d) Thereafter, the Architect shall review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement. The Application for Payment, and the Work relating thereto, may also be reviewed by the Owner for the same purposes. The Architect shall determine and approve in writing the amount, in the opinion of the Architect, properly owing to the Construction Manager. The Architect's approval of the Construction Manager's Application for Payment will not preclude the Owner from the exercise of any rights as set forth in this Agreement;

(e) The Owner shall make payments to the Construction Manager within thirty (30) days following receipt of the Architect's written approval of each Application for Payment. The amount of each

payment will be the amount approved for payment by the Architect less such amounts, if any, otherwise owing by the Construction Manager to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement;

(f) Upon receipt of any payment, or partial payment, from the Owner, the Construction Manager shall promptly pay all subcontractors, materialmen, laborers, and suppliers such amounts as they are entitled for the Work covered by such payment or partial payment. In the event the Owner becomes informed that the Construction Manager has not paid a subcontractor, materialmen, laborer, or supplier as provided in this Agreement, in addition to any other remedies it may have, the Owner shall have the right, but not the duty, to issue future checks and payment to the Construction Manager of amounts otherwise due hereunder naming the Construction Manager and any such subcontractor, materialmen, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the Owner to repeat the procedure in the future;

(g) No progress payment, or other payment, to the Construction Manager, nor any use or occupancy of the Project by the Owner, will be interpreted to constitute acceptance of any Work not in strict accordance with this Agreement;

(h) The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amount previously paid to the Construction Manager, to protect the Owner from loss because of:

1. Defective work not timely remedied by the Construction Manager or, in the opinion of the Owner, not likely to be remedied by the Construction Manager;

2. Claims, or potential claims of third-parties, against the Owner or the Owner's property arising out of acts or omissions of the Construction Manager;

3. Failure by the Construction Manager to pay subcontractors or others in a prompt and proper fashion;

4. Evidence that the Work will not be completed in the time required for Substantial Completion or final completion;

5. Failure or refusal by the Construction Manager to perform the Work in accordance with this Agreement; or

6. Damage to the Owner or to a third-party to whom the Owner is, or may be, liable, arising out of acts or omissions of the Construction Manager. In the event that the Owner makes written demand upon the Construction Manager for amounts previously paid by the Owner as contemplated in this subparagraph, the Construction Manager shall promptly comply with such demand;

(i) If within thirty (30) days after the date established herein for payment to the Construction Manager by the Owner, the Owner, without cause or basis hereunder, fails to pay the Construction Manager any amounts then due and payable to the Construction Manager, the Construction Manager may stop the Work until payment after first providing ten (10) days written notice to the Owner and the Architect. No interest will be due the Construction Manager for any late payment by the Owner;

(j) When the Construction Manager believes that the Work is substantially complete, the Construction Manager shall submit to the Owner and Architect a list of items to be completed or corrected. When the Owner, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which will establish the date of Substantial Completion, will state the responsibilities of the Owner and the Construction Manager for Project security, maintenance, heat, utilities, damage to the Work, and insurance and will fix the time within which the Construction Manager shall complete the items listed therein. Guarantees and equipment warranties required by this Agreement will commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion will be submitted to the Construction Manager for its written acceptance of the responsibilities assigned to it

in such Certificate. Upon Substantial Completion of the Work, and upon execution by the Construction Manager of the Certificate of Substantial Completion, the Owner shall pay the Construction Manager an amount sufficient to increase total payments to the Construction Manager to one hundred percent (100%) of the GMP less one hundred fifty percent (150%) of the reasonable costs, as determined by the Owner, for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims;

(k) When all of the work is timely complete and the Construction Manager is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Owner and Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Agreement and this Agreement has been fully performed, the Architect will issue a final certification that the Project is complete and the Construction Manager is entitled to the remainder of the unpaid GMP, less any amount withheld pursuant to this Agreement. If the Architect is unable to issue its final approval for payment and is required to repeat its final inspection of the Work, the Construction Manager shall bear the cost of such repeat final inspection(s), which costs may be deducted by the Owner from the Construction Manager's final payment;

(l) If the Construction Manager fails to achieve substantial completion within the time fixed therefor in the GMP proposal, the Construction Manager shall pay the Owner $1,000.00 per day for each and every calendar day of unexcused delay in achieving substantial completion beyond the date set for substantial completion of the Work. Any sums due and payable hereunder by the Construction Manager shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that substantial completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Construction Manager an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Construction Manager overcomes the delay in achieving substantial completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Construction Manager those funds withheld, less accrued liquidated damages;

(m) As a condition precedent for final payment, the Construction Manager shall submit to the Owner and the Architect an affidavit that all sums due for labor, material, equipment, supplies, and other liabilities connected with the Work or this Agreement for which the Owner, or the Owner's property, might be responsible have been paid in full and satisfied. As a further condition precedent for payment, the Construction Manager shall furnish to the Owner releases and waivers of lien from all subcontractors of the Construction Manager and from any and all other parties required by the Owner or the Architect, along with consent of surety, if any, to final payment. If any third-party fails or refuses to provide a release of claim or waiver of lien, or lacking consent of surety, as required by the Owner or the Architect, the Construction Manager shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability. Furthermore, as a condition precedent for final payment, the Construction Manager shall furnish to the Owner all warranties, operating manuals, instruction manuals, and other similar documents required by this Agreement;

(n) The Owner shall make final payment of all sums due the Construction Manager within thirty (30) days of the Architect's execution of a final approval for payment; and

(o) Acceptance of final payment will constitute a waiver of all claims against the Owner by the Construction Manager except for those claims previously made in writing against the Owner by the Construction Manager, pending at the time of final payment, and identified in writing by the Construction Manager as unsettled at the time of its request for final payment.

ARTICLE 16
INDEMNITY

Construction Manager agrees to indemnify, defend and hold Owner, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things,

bodily injury, death, property damage, personal injury, asserted by any person or entity, but only to the extent arising from the negligent acts and/or omissions of Construction Manager and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Construction Manager's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. Construction Manager shall defend such allegations through counsel chosen by the Construction Manager with the advice and approval of the Owner, such approval not to be unreasonably withheld. Construction Manager's obligations under this paragraph will survive the expiration or termination of this Agreement for any reason. The obligation of Construction Manager, its insurer, or its surety, to indemnify, insure, defend, or hold harmless Indemnitees (as defined in the contract) against any liability for damage arising out of the death or bodily injury to persons, or damage to property, shall not exceed any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Construction Manager , its agents, employees, representatives, subcontractors, consultants, vendors, or suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

ARTICLE 17
APPLICABLE LAW

This Agreement will be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions, and the United States of America. Any legal action in connection with this Agreement will be filed in District Court of Tulsa County, Oklahoma or the United States District Court for the Northern District of Oklahoma, as appropriate, to which jurisdiction and venue Construction Manager expressly agrees.

ARTICLE 18
OWNERSHIP OF DESIGN AND CONTRACT DOCUMENTS

The contract documents, which include but are not limited to, the schematic design/design phase documents and reports, design development phase documents, and the drawings, plans and specifications, project records, and any and all other documents or work product prepared by the Architect or the Construction Manager for the Project, will become and be the sole property of the Owner. It is specifically understood and agreed that Owner, without reservation or time limitation, may use, reproduce, modify, distribute and display all such contract documents produced by the Construction Manager for purposes relating to the Project such as renovation, repair, modification or addition thereto. Owner's right of ownership of such documents will not be construed as a representation that they are suitable for use on any other project. The Construction Manager shall be permitted to retain copies thereof for its records and for its future professional endeavors. In the event the services of the Construction Manager are, for any reason, terminated prior to completion of the Project, all drawings, sketches, Project notes, computations and such are to be delivered to the Owner in their original form and in such other form as reasonably may be required by the Owner. Owner shall not be required to pay any additional compensation to use said documents to complete the Project. If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents, the Owner shall remove or obliterate the original professional seals, logos, and other indications on the documents of the identity of the Construction Manager, unless required by law to remain. The Construction Manager may reproduce at its cost for its records all or any part of this material.

ARTICLE 19
SUCCESSORS AND ASSIGNS

The Construction Manager shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the prior written consent of the Owner. Subject to the preceding, the Owner and the Construction Manager respectively bind themselves, their successors, legal representatives and assigns to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all terms, conditions and covenants of this Agreement.

ARTICLE 20
NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement will create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE 21
INSURANCE

The Construction Manager shall purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner. Such insurance will be written for not less than the following limits:

(a) Construction Manager's Liability Insurance

1. Workers Compensation and Employer's Liability

(a) Workers Compensation	Statutory
(b) Employer's Liability:	
(i) Each Accident	$ 1,000,000.00
(ii) Diseases - Policy Limit	$ 1,000,000.00
(iii) Diseases - Each Employee	$ 1,000,000.00

2. Commercial General Liability (policy coverage will be on an occurrence basis, and will include coverage for collapse and underground hazards)

(a) General Aggregate	$ 2,000,000.00
(b) Products and Completed Operations Aggregate	$ 2,000,000.00
(c) Personal and Advertising Injury	$ 1,000,000.00
(d) Each Occurrence	$ 1,000,000.00
(e) Fire Damage (any one fire)	$ 500,000.00
(f) Medical Expense (any one person)	$ 10,000.00

(g) The Construction Manager shall name the Owner and the Architect as additional insured under Public Liability Insurance. The insurance will protect the Owner and the Architect from claims arising from operations under this Agreement.

3. Automobile Liability (policy coverage will include any auto, hired autos, and non-owned autos)
   (a) Combined Single Limit $ 1,000,000.00
   (b) The Construction Manager shall name the Owner and Architect as additional insured under the Automobile Liability insurance policy.

4. Excess Liability (Umbrella Form)

(a) Occurrence	$10,000,000.00
(b) Aggregate	$10,000,000.00

(c) The Construction Manager shall name the Owner and Architect as additional insured under the Excess Liability insurance policy.

(b) Property Insurance: Until the Work is completed and accepted by the Owner, the Construction Manager shall purchase and maintain property insurance in the All-Risk form (or installation floater) on the full insurable value of the Work included under this Agreement plus $ 2,000,000 to insure Owner furnished material and equipment installed or placed in the building prior to Substantial Completion. The Construction Manager shall name the Owner and Architect as additional insured under the Property Insurance policy.

(c) Prior to the commencement of the Work, Construction Manager shall submit to the Owner valid certificates of insurance, policies of insurance and amendatory riders or endorsements to Construction Manager's insurance policies, all in form and substance satisfactory to the Owner. Failure of Owner to demand certificates of insurance and/or policies will not constitute a waiver of the Construction Manager's

responsibility to procure insurance. Nor will review and/or approval by the Owner in any way relieve Construction Manager of its responsibility for furnishing sufficient amounts and coverage of insurance. Said endorsements or amendatory riders will indicate that with respect to said additional insureds, there will be severability of interests under said insurance policies. The certificates and amendatory riders or endorsements will clearly indicate the specific coverage and will contain a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal of any such policies, as evidenced by return receipt of United States Certified Mail.

(d) If requested by the Owner after the date hereof, the Construction Manager shall promptly procure, at the Owner's expense, liability insurance in such amounts as the Owner may request insuring against perils not listed above.

(e) If the Construction Manager fails to purchase and maintain the liability insurance required hereunder, the Owner may, but will not be obligated to, purchase such insurance on the Construction Manager's behalf and the Owner shall be entitled to be reimbursed by the Construction Manager.

(f) When any insurance required hereunder, due to the attainment of a normal expiration date or renewal date, will expire, the Construction Manager shall, not less than thirty (30) days prior to such expiration or renewal date, supply the Owner with updated replacement Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of coverage in the same manner, limits of protection, and scope of coverage, as was provided by the certificates and amendatory riders or endorsements originally supplied.

ARTICLE 22
PERFORMANCE, PAYMENT AND DEFECT BONDS

The Construction Manager shall furnish a Performance Bond, a Statutory Bond, and a Maintenance Bond in forms acceptable to the Owner. The surety on each such bond will be a duly authorized surety company satisfactory to the Owner and licensed to do business in the State of Oklahoma. The amount of each bond will be equal to 100% of the GMP. The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 23
CLAIMS BY THE CONSTRUCTION MANAGER

Claims by the Construction Manager are subject to the following terms and conditions:

(a) All Construction Manager claims will be initiated by written notice of claim submitted to the Owner and the Architect. Such written notice must be furnished within seven (7) days after the occurrence of the event, or the first appearance of the condition giving rise to the claim, and same must set forth all facts and circumstances supporting the claim as are known by Construction Manager at the time of said notice. Failure by the Construction Manager to give such notice as required herein shall constitute an irrevocable waiver of any claim for additional compensation and/or extension of contract performance time arising out of or related to the claim;

(b) Pending final resolution of any claim of the Construction Manager, the Construction Manager shall diligently proceed with performance of this Agreement and the Owner shall continue to make payments to the Construction Manager in accordance with this Agreement. The resolution of any claim under this Article will be reflected by a written amendment executed by the Owner, the Architect and the Construction Manager;

(c) Should concealed and unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered below the surface of the ground or in an existing structure, the GMP will be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having

any liability to the Construction Manager for concealed or unknown conditions, the Construction Manager must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Construction Manager to make the written notice and claim as provided by this subparagraph will constitute a waiver by the Construction Manager of any claim arising out of or relating to such concealed or unknown condition;

(d) If the Construction Manager wishes to make a claim for an increase in the GMP, as a condition precedent to any liability of the Owner therefore, the Construction Manager shall give the Owner and the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Construction Manager before proceeding to execute any additional or changed Work. The failure by the Construction Manager to give such notice or to give such notice prior to executing the Work will constitute a waiver of any claim for additional compensation;

(e) In connection with any claim, as set forth in Paragraph (a) of this Article 23, by the Construction Manager against the Owner for reimbursement and/or compensation in excess of the GMP, any liability of the Owner for the Construction Manager's cost will be strictly limited to direct cost incurred by the Construction Manager and will in no event include indirect cost or consequential damages of the Construction Manager, nor will same include home office overhead, loss of bonding capacity, loss of capital, loss of efficiency, loss of productivity, or loss of profits. The Owner shall not be liable to the Construction Manager for claims of third-parties, including subcontractors, unless and until liability of the Construction Manager has been established therefore in a court of competent jurisdiction; and

(f) If the Construction Manager is delayed in prosecuting any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or other causes not reasonably anticipated and beyond the Construction Manager's control, then the date for achieving Substantial Completion of the Work will be extended upon the written notice and claim of the Construction Manager to the Owner and the Architect, for such reasonable time as the Owner may determine. A task is critical within the meaning of this subparagraph if, and only if, said task is on the critical path of the Project Schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any notice and claim for an extension of time by the Construction Manager will be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and will set forth in detail the Construction Manager's basis for requiring additional time in which to complete the Project. In the event the delay to the Construction Manager is a continuing one, only one notice and claim for additional time will be necessary. If the Construction Manager fails to make such claim as required in this subparagraph any claim for an extension of time will be waived. FURTHERMORE, IT IS EXPRESSLY AGREED THAT AN EXTENSION OF THE CONTRACT TIME IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CONSTRUCTION MANAGER IN THE EVENT OF DELAY, EXCEPT IN THE EVENT OF A CHANGE IN THE SCOPE OF WORK, IN WHICH CASE THE CONSTRUCTION MANAGER SHALL BE ENTITLED TO AN EXTENSION OF TIME AND ADDITIONAL DIRECT PROJECT MANAGEMENT SUPPORT COSTS. IN NO EVENT, AND UNDER NO CIRCUMSTANCES, WILL THE FEE AGREED UPON IN THIS AGREEMENT BE INCREASED FOR, NOR WILL THE CONSTRUCTION MANAGER CLAIM, RECOVER, OR RECEIVE PAYMENT FOR, ANY COST, LOSS, EXPENSE, DAMAGES, OR COMPENSATION OF ANY KIND OR NATURE BY REASON OF ANY DELAY TO THE PROJECT, WHETHER CRITICAL OR NON-CRITICAL, AND WHETHER CAUSED IN WHOLE OR IN PART BY THE OWNER, ARCHITECT OR ANYONE ACTING ON THE OWNER'S BEHALF, EXCEPT FOR SUCH DELAYS AS ARE CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER OR ARCHITECT IN THE WORK OF THE CONSTRUCTION MANAGER. EXCEPTING ONLY DIRECT DAMAGES ARISING BECAUSE OF DELAY CAUSED SOLELY BY THE DIRECT, ACTIVE AND WILLFUL INTERFERENCE OF THE OWNER OR ARCHITECT IN THE WORK OF THE CONSTRUCTION MANAGER, OR A CHANGE TO THE SCOPE OF THE WORK, THE CONSTRUCTION MANAGER SHALL NOT BE ENTITLED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, IMPACT, OR OTHER COSTS, LOSSES, EXPENSES, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THE COST OF ACCELERATION OR INEFFICIENCY, ARISING BECAUSE OF DELAY FROM ANY CAUSE WHATSOEVER, WHETHER SUCH DELAY BE REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, OR AVOIDABLE OR UNAVOIDABLE.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

The Construction Manager shall fully comply with the Equal Opportunities Act, 42 U.S.C. sec. 2000e, et seq., the Equal Opportunity for Individuals with Disabilities Act, 42 U.S.C. sec. 12101 et seq., and all other federal, state, local and other governmental laws and regulations pertaining to equal employment opportunity. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, gender, disability, or national origin.

The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, all notices required by law with respect to the aforesaid policy of nondiscrimination.

ARTICLE 25
TERMINATION

This Agreement may be terminated for cause by either party upon seven (7) days written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. Furthermore, this Agreement may be terminated by the Owner without cause for Owner's convenience upon seven (7) days written notice to the Construction Manager. In the event of such a termination for Owner's convenience, the Construction Manager shall be compensated for all services performed prior to the termination. In such event, the Construction Manager shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice will comply with the provisions in this Agreement.

ARTICLE 26
RELATIONSHIP OF PARTIES

The relationship of the Owner and Construction Manager is one of Owner and independent contractor and not master and servant or joint ventures. Except as specifically provided in this Agreement, the Construction Manager does not have the authority to act for and on behalf of the Owner.

ARTICLE 27
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the Owner and the Construction Manager agree as follows:

(a) Nothing contained in this Agreement will create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Construction Manager;

(b) When a word, term, or phrase is used in this Agreement, it will be interpreted or construed first, as defined in this Agreement; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

(c) The words "include," "includes," or "including," as used in this Agreement, will be deemed to be followed by the phrase, "without limitation";

(d) The specification in this Agreement of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Agreement will not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition will be deemed not to constitute a material breach of this Agreement;

(e) Words or terms used as nouns in this Agreement will be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning;

(f) In the event that any term, condition, or provision of this Agreement is determined to be invalid or unenforceable, all other terms, conditions and provisions will remain in full force and effect. Furthermore, to the extent that any term, condition or provision of this Agreement is contrary to, or conflicts with, any law of the State of Oklahoma, this Agreement will be deemed amended to comply and conform with said law;

(g) This Agreement specifically incorporates by reference the terms, conditions and provisions of 61 Okla. Stat. §§ 3 and 4, and relevant provisions of §§ 101 et. seq. and §§ 201 et. seq. as if stated verbatim in this Agreement; and

(h) Reference in this Agreement to a specific law or statute will be deemed to include and incorporate any subsequent modifications or amendments thereto.

ARTICLE 28
COMPLIANCE WITH LAWS

Throughout the term of this Agreement, Construction Manager shall fully comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

The Construction Manager and all subcontractors employed upon the Work shall conform to the labor laws of the State of Oklahoma and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.

ARTICLE 29
NOTICES

Notices, invoices, communications and payments will be submitted to the offices identified below. Contractual notices and communications hereunder will be deemed to have been made three (3) business days after being deposited in the United States mail if given by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to receive such notice or communication at the address given below, or such other address as may hereafter be designated by notice in writing.

OWNER:

City of Broken Arrow
220 S. 1st Street
Broken Arrow, OK 74103

Attn: City Clerk

with copies to:
City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Attn: Director, Engineering Services

CONSTRUCTION MANAGER:

Nabholz Construction Corporation
10319 East 54th Street
Tulsa, OK 74146

Attn: Justin Woolverton

ARTICLE 30
WAIVER

No waiver of any breach or covenant contained in this Agreement will be construed as a waiver of the covenant itself or of any subsequent breach thereof.

ARTICLE 31
ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Owner and the Construction Manager and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement for Construction Management At-Risk Services may be amended only by written instrument signed by both the Owner and the Construction Manager.

EXECUTED AND DELIVERED as of the date first written above.

OWNER:

City of Broken Arrow
220 S. 1st Street
Broken Arrow, OK 74103

CONSTRUCTION MANAGER:

Nabholz Construction Corporation
10319 East 54th Street
Tulsa, OK 74146

By:_____

Name:_____

Title: _____

Date:_____

Mayor

ATTEST:

_____
City Clerk

Approved:

_____
City Engineer

Approved as to form:

_____
City Attorney

By:_____

Name: Justin Woolverton

Title: EVP of Operations

Date: 4-2-2026

ATTEST:

_____

AFFIDAVIT OF CLAIMANT

STATE OF Oklahoma)
)SS
COUNTY OF Tulsa)

Contract # 2417170

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

Company: Nabholz Construction Corporation
TIN#: 71-0272097
Title: EVP of Operations
Address: 10319 E. 54th St.
City, State, Zip: Tulsa, OK 74146

Phone: 918-632-7200
Signature: [signature]

Subscribed and sworn to before me this 1st day of April, 20 26.

[signature]
Notary Public

My commission expires:
6/23/27

STEPHANIE PRICE
Notary Public, State of Oklahoma
Commission # 23008454
My Commission Expires 06-23-2027

Commission Number:
23008454

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

EXHIBIT SCHEDULE

EXHIBIT A	PROJECT SCHEDULE – (To be submitted at a later date)
EXHIBIT B	COST OF WORK – (To be submitted at a later date)
	SUMMARY OF THE GUARANTEED MAXIMUM PRICE (ACCEPTED BY OWNER)
	SUMMARY OF THE PRECONSTRUCTION SERVICES LUMP SUM FEE (ACCEPTED BY OWNER)

EXHIBIT A
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
PROJECT SCHEDULE

Project schedule will be provided within fourteen (14) calendar days from design deliverables including the following submissions; Schematic Design , 100% Design Development, 50% Construction Documents, and a submission of the Preliminary GMP. The Contract Time and Construction Schedule shall be provided at a later date with the Guaranteed Maximum Price amendment.

EXHIBIT B
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
SUMMARY OF THE GUARANTEED MAXIMUM PRICE
(ACCEPTED BY OWNER)

Summary of GMP
(To be provided at a later date)

Preconstruction Services		
Preconstruction		$49,000.00
Sub-total		**$49,000.00**
Base Bid		
Cost of Direct Project Management		$TBD
Cost of the Work		$TBD
Sub-total		$TBD
Fee (3.5%)	$TBD	
Design Contingency (X%)		$TBD
Contingency (X%)		$TBD
Sub-total		**$TBD**
Total of Base Bid		**$TBD**

Alternates
List any accepted alternates. If not alternates note "NONE".

Alternates Sub-total	$TBD
Total Guaranteed Maximum Price	**$TBD**

EXHIBIT B

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
SUMMARY OF THE PRECONSTRUCTION AND BASE BID COSTS
(ACCEPTED BY OWNER)

Insert summary of base bid costs from contractor.

EXHIBIT B

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
PRECONSTRUCTION SERVICES FOR DESIGN PHASE
GUARANTEED MAXIMUM PRICE
(ACCEPTED BY OWNER)

Preconstruction Services for Design Phase - Lump Sum of $49,000.00

Preconstruction Services include, but are not limited to:

A. Construction Manager to provide a preliminary evaluation of the Project budget requirements.
B. Attend regular meetings with the City and Architect(s) regarding Project site use, material selection, Project systems and equipment and make recommendations based on cost, feasibility and availability.
C. Construction Manager shall prepare and periodically update a preliminary Project schedule including critical path scheduling as the Project design proceeds. Long lead items, activity sequences, milestone dates and other pertinent information will be included in the Project schedule preparation.
D. Construction Manager to prepare cost estimates / construction bid estimates for review at the following times:
    a. 80% Schematic Design documents
    b. 100% Design Development documents
    c. 50% Construction Documents
E. Construction Manager to recommend to the City and Architect appropriate means and methods, material selection, etc., to accommodate Project budget.
F. Construction Manager will provide a sub-contract plan which will include promoting subcontractor interest, bid package solicitation, pre-qualification criteria, recruitment and education.
G. Upon completion of the 90% contract documents, a Guaranteed Maximum Price (GMP) will be provided for Project construction.
H. Construction Manager staffing for preconstruction services to be provided include, but is not limited to:
    a. Managing Member in Charge
    b. Preconstruction Manager
    c. Senior Project Manager
    d. Project Administrator / Project Engineer

EXHIBIT B

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
CONSTRUCTION PHASE
GUARANTEED MAXIMUM PRICE
(ACCEPTED BY OWNER)

Cost of Direct Project Support – Lump Amount $TBD

Includes but is not limited to:

1. Managing Member in Charge
2. Senior Project Manager
3. Director of Field Operations/Assistant Project Manager
4. Project Superintendent
5. Project Administrator/Project Engineer
6. Jobsite Office Trailer Rental
7. Jobsite computers/printers
8. Jobsite office furniture
9. Ice, cups and water coolers
10. Miscellaneous office supplies
11. Phone service
12. Cellular Phone service
13. Office equipment
14. Postage/courier expense
15. Electrical Consumption-Job Site Trailer
16. Record document reproduction costs
17. Miscellaneous printing
18. Data Processing Costs

Cost of the Work – Not to Exceed Amount $TBD

Includes but is not limited to:

1. Subcontractor bids
2. Building Permits
3. Electric Consumption during Project
4. Temporary storage
5. Temporary toilets
6. Temporary Barricades
7. Temporary fencing
8. First-aid equipment
9. Temporary fire protection
10. Fire extinguishers
11. Project sign
12. OSHA/jobsite signage
13. Temporary water service
14. Temporary Heat/Cooling/Ventilation
15. Temporary and Final HVAC Filters
16. Temporary Weather Protection
19. Small tools
20. Insurance
21. Bonds
22. Builders Risk
23. Daily/Weekly Project clean-up

EXHIBIT B

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
CONSTRUCTION PHASE
GUARANTEED MAXIMUM PRICE
(ACCEPTED BY OWNER)

22. Final Cleaning
23. Waste containers (dumpsters)
24. Truck leases
25. Mileage and Material Transportation Cost
26. Temporary Electric Service to Building
27. Construction Software
28. Materials Testing & Special Inspections Cost, provided as a separate cost from Cost of the Work

Subtotal:	$TBD
Fee (3.5%)	$TBD
Design Contingency (X.X)	$TBD
Contingency (X.X)	$TBD
Preconstruction Services Fee Total:	$49,000.00
Alternates: [List any accepted alternates] Total for accepted Alternates	$TBD
TOTAL GMP	$TBD

City of Broken Arrow

Request for Action

File #: 26-505, **Version:** 1

Broken Arrow City Council
04-21-2026

Title:

Consideration, discussion, and possible approval of PR-000689-2024|PT-002681-2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, R-2 (Single-Family Residential), located one-quarter mile south of East. Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)

Background:

PT-002681-2026, the Conditional Final Plat for Oak Creek Crossing, contains 118 lots on 39.56 acres. The property is located one-quarter mile south of E. Houston Street (81st Street) on the east side of 23rd Street (County Line Road/ 193rd East Avenue).

Single-family lots meet the minimum standards of the R-2 zoning district. Additionally, four reserve areas are proposed to serve as stormwater detention areas. Primary access to this development will be provided on S. 23rd Street with additional connections to Louisville Street and S. 27th Street. A single stub-street will be provided to the north (S. 24th Place).

According to FEMA maps, the entire property is located outside the floodplain. This Conditional Final Plat was reviewed by the Technical Advisory Committee on March 3, 2026. The Planning Commission recommended approval subject to Staff comments being satisfied (vote 4-0) at its March 12, 2026 meeting.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Oak Creek Crossing, Conditional Final Plat

Recommendation:
Approve PR-000689-2024|PT-002681-2026, Conditional Final Plat for Oak Creek Crossing.

CONDITIONAL FINAL PLAT

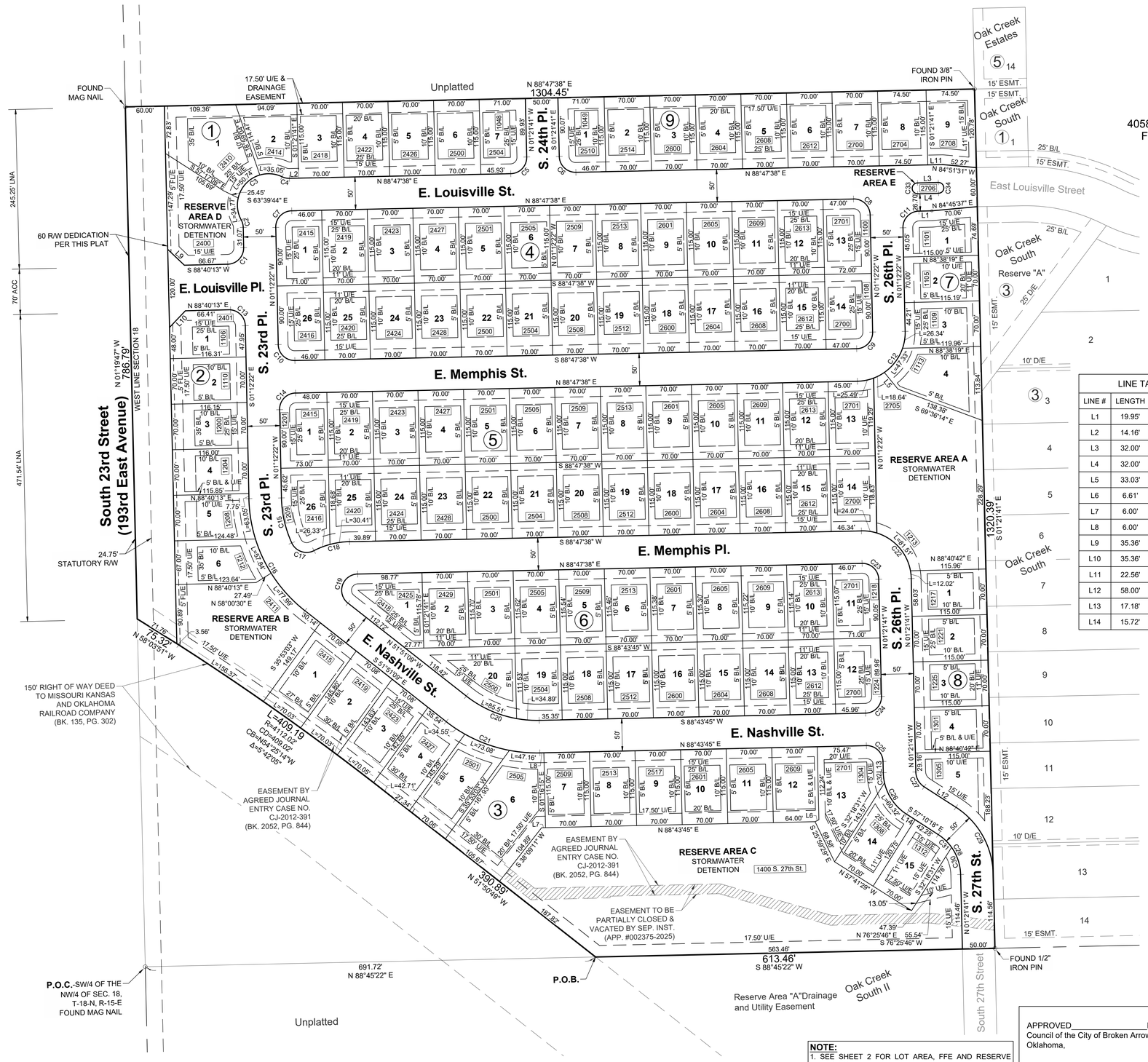
OAK CREEK CROSSING

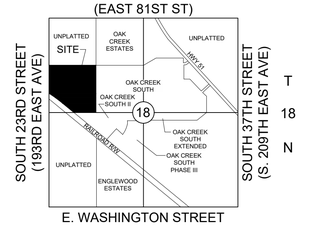
GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

OWNER:
Tulsa L Dev., LLC
4058 N. College Avenue, Ste. #300
Fayetteville, Arkansas, 72703
Phone: (844) 472-4663
CONTACT: JUSTIN COX

ENGINEER:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO. 1460, EXPIRES 6/30/2027
A. NICOLE WATTS
nicole.watts@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2027
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design





Location Map
SCALE: 1"=2000'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	19.95'	N 88°42'58" E
L2	14.16'	N 88°47'38" E
L3	32.00'	N 88°42'58" E
L4	32.00'	S 88°42'58" W
L5	33.03'	S 39°21'21" E
L6	6.61'	S 64°00'31" W
L7	6.00'	S 88°43'45" W
L8	6.00'	S 88°43'45" W
L9	35.36'	S 46°19'47" E
L10	35.36'	S 43°40'13" W
L11	22.56'	S 88°47'38" W
L12	58.00'	S 57°10'18" E
L13	17.18'	N 01°21'41" W
L14	15.72'	N 57°10'18" W

CURVE TABLE					
CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	39.22'	25.00'	89°52'35"	N 43°43'55" E	35.32'
C2	11.94'	25.00'	27°21'43"	N 14°53'14" W	11.83'
C3	120.56'	48.00'	143°54'14"	N 43°23'02" E	91.28'
C4	11.58'	25.00'	26°32'31"	S 77°56'07" E	11.48'
C5	39.34'	25.00'	90°09'19"	N 43°42'59" E	35.40'
C6	39.20'	25.00'	89°50'41"	S 46°17'01" E	35.31'
C7	39.27'	25.00'	90°00'00"	N 43°47'38" E	35.36'
C8	39.27'	25.00'	90°00'00"	S 46°12'22" E	35.36'
C9	39.27'	25.00'	90°00'00"	S 43°47'38" W	35.36'
C10	39.27'	25.00'	90°00'00"	N 46°12'22" W	35.36'
C11	39.24'	25.00'	89°55'20"	N 43°45'18" E	35.33'
C12	117.81'	75.00'	90°00'00"	N 43°47'38" E	106.07'
C13	39.32'	25.00'	90°07'25"	S 46°16'05" E	35.39'
C14	39.27'	25.00'	90°00'00"	N 43°47'38" E	35.36'
C15	71.46'	175.00'	23°23'52"	N 12°54'18" W	70.97'
C16	198.89'	225.00'	50°38'47"	N 26°31'46" W	192.48'
C17	40.41'	25.00'	92°36'38"	N 70°54'33" W	36.15'
C18	56.74'	125.00'	26°00'30"	S 75°47'23" W	56.26'
C19	61.37'	25.00'	140°38'47"	N 18°28'14" E	47.08'
C20	120.40'	175.00'	39°25'05"	N 71°33'42" W	118.04'
C21	154.79'	225.00'	39°25'05"	N 71°33'42" W	151.76'
C22	117.60'	75.00'	89°50'41"	N 46°17'01" W	105.92'
C23	39.20'	25.00'	89°50'41"	S 46°17'01" E	35.31'
C24	39.31'	25.00'	90°05'26"	S 43°41'02" W	35.38'
C25	39.23'	25.00'	89°54'34"	S 46°18'58" E	35.33'
C26	75.98'	78.00'	55°48'38"	S 29°16'00" E	73.01'
C27	27.27'	28.00'	55°48'38"	N 29°16'00" W	26.21'
C28	73.06'	75.00'	55°48'38"	S 29°16'00" E	70.20'
C29	121.76'	125.00'	55°48'38"	S 29°16'00" E	117.00'
C30	44.61'	75.00'	34°04'48"	S 18°24'05" E	43.96'
C31	28.45'	75.00'	21°43'50"	S 46°18'23" E	28.28'
C32	15.65'	78.00'	11°29'54"	S 07°06'38" E	15.63'
C33	26.17'	8.33'	180°00'00"	N 01°17'02" W	16.66'
C34	26.17'	8.33'	180°00'00"	S 01°17'02" E	16.66'

LEGEND
B/L = BUILDING SETBACK
ACC = ACCESS
LNA = LIMITS OF NO ACCESS
R/W = RIGHT-OF-WAY
U/E = UTILITY EASEMENT
FL/E = FENCE & LANDSCAPE EASEMENT
MIN. FFE = MINIMUM FINISHED FLOOR ELEVATION-SEE NOTE 2
BK./PG. = BOOK/PAGE
P.O.B. = POINT OF BEGINNING

2500 ADDRESS
① BLOCK NUMBER
2 LOT NUMBER
○ IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS 118 LOTS IN 9 BLOCKS AND 5 RESERVE AREAS.
SUBDIVISION CONTAINS 1,723,415 SF (39.56 ACRES)
R/W DEDICATED BY PLAT CONTAINS 79,274 SF (1.82 ACRES)

PROPERTY ZONED R-2
SUPPLIER OF WATER & SANITARY SEWER: CITY OF BROKEN ARROW

MONUMENTATION
MONUMENTATION FOUND AS NOTED.
3/8" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.
1/2" IRON PINS TO BE SET AT MAIN BOUNDARY CORNERS.

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

FLOODPLAIN NOTE
THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, WAGONER COUNTY, OKLAHOMA, MAP NO. 40145C0095J, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

BLANKET EASEMENT EXCEPTIONS

10. ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF WAGONER COUNTY RELATING TO RURAL WATER DISTRICT NO. 4 RECORDED IN BOOK 662, PAGE 539. (AFFECTS SUBJECT PROPERTY AS A BLANKET)
12. EASEMENT DEED BY COURT ORDER IN THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA CASE NO. CIV-11-1475-W RECORDED IN BOOK 2106, PAGE 507. (AFFECTS SUBJECT PROPERTY AS A BLANKET)

NOTE:
1. SEE SHEET 2 FOR LOT AREA, FFE AND RESERVE TABLES.
2. MINIMUM FLOOR ELEVATIONS SHOWN ON LOT AREA DATA TABLE ARE RECOMMENDATIONS ONLY AND NOT EXACT REQUIREMENTS.

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

_____
Mayor

_____
Attest: City Clerk

BACKFLOW PREVENTER NOTE

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

DATE: 3/11/2026
OAK CREEK CROSSING
PR-000689-2024
CONDITIONAL FINAL PLAT
SHEET 1 OF 3

ORIG SIZE:24"X36"
\\civil-server\projects\24\40182 Rausch Coleman - Couch Property\Dwg\PRODUCTION\Plat\24\40182 Cond Final Plat.dwg

PRELIMINARY PLAT

OAK CREEK CROSSING

GOVERNMENT LOT 2 IN THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

Lot Area Table (Block 1)

Lot #	Area	(ACRE)	MIN. FFE
1	14,247.09	0.33	704.86
2	8,495.89	0.20	705.67
3	8,049.85	0.18	708.50
4	8,050.03	0.18	710.17
5	8,050.03	0.18	712.30
6	8,050.03	0.18	714.43
7	8,030.05	0.18	715.68

Lot Area Table (Block 2)

Lot #	Area	(ACRE)	MIN. FFE
1	8,048.72	0.18	705.52
2	8,136.07	0.19	706.08
3	8,125.49	0.19	706.08
4	8,114.92	0.19	705.16
5	8,285.04	0.19	703.02
6	9,026.98	0.21	701.70

Lot Area Table (Block 3)

Lot #	Area	(ACRE)	MIN. FFE
1	10,320.71	0.24	703.49
2	10,126.84	0.23	704.28
3	10,016.50	0.23	705.08
4	10,014.05	0.23	705.15
5	10,818.98	0.25	705.15
6	18,099.67	0.42	704.50
7	8,050.00	0.18	704.08
8	8,050.00	0.18	703.49
9	8,050.00	0.18	702.91
10	8,050.00	0.18	702.33
11	8,050.00	0.18	701.75
12	8,041.71	0.18	701.17
13	12,620.69	0.29	700.60
14	8,849.10	0.20	698.14
15	8,380.56	0.19	698.44

Lot Area Table (Block 4)

Lot #	Area	(ACRE)	MIN. FFE
1	8,030.87	0.18	706.70
2	8,050.00	0.18	708.84
3	8,050.00	0.18	710.97
4	8,050.00	0.18	713.11
5	8,050.00	0.18	715.17
6	8,050.00	0.18	716.33
7	8,050.00	0.18	717.38
8	8,050.00	0.18	717.38
9	8,050.00	0.18	717.22
10	8,050.00	0.18	715.82
11	8,050.00	0.18	714.42
12	8,050.00	0.18	713.02
13	8,145.87	0.19	711.62
14	8,145.87	0.19	707.68
15	8,050.00	0.18	709.15
16	8,050.00	0.18	710.61
17	8,050.00	0.18	712.08
18	8,050.00	0.18	713.55
19	8,050.00	0.18	713.93
20	8,050.00	0.18	713.93
21	8,050.00	0.18	713.33
22	8,050.00	0.18	712.11
23	8,050.00	0.18	710.90
24	8,050.00	0.18	709.68
25	8,050.00	0.18	708.46
26	8,030.87	0.18	707.20

Lot Area Table (Block 5)

Lot #	Area	(ACRE)	MIN. FFE
1	8,260.87	0.19	707.24
2	8,050.00	0.18	708.50
3	8,050.00	0.18	709.72
4	8,050.00	0.18	710.93
5	8,050.00	0.18	712.08
6	8,050.00	0.18	713.37
7	8,050.00	0.18	713.91
8	8,050.00	0.18	713.91
9	8,050.00	0.18	712.51
10	8,050.00	0.18	711.04
11	8,050.00	0.18	709.57
12	8,050.00	0.18	708.11
13	8,085.33	0.19	706.64
14	8,079.89	0.19	702.92
15	8,050.00	0.18	704.81
16	8,050.00	0.18	705.96
17	8,050.00	0.18	707.10
18	8,050.00	0.18	708.24
19	8,050.00	0.18	709.16
20	8,050.00	0.18	709.25
21	8,050.00	0.18	709.25
22	8,050.00	0.18	707.75
23	8,050.00	0.18	706.46
24	8,050.00	0.18	705.16
25	8,086.72	0.19	703.86
26	8,668.26	0.20	702.75

Lot Area Table (Block 6)

Lot #	Area	(ACRE)	MIN. FFE
1	10,393.91	0.24	704.92
2	8,101.56	0.19	706.46
3	8,096.03	0.19	707.75
4	8,090.51	0.19	708.50
5	8,084.98	0.19	708.50
6	8,079.46	0.19	708.15
7	8,073.93	0.19	707.23
8	8,068.40	0.19	706.09
9	8,062.88	0.19	704.95
10	8,057.35	0.18	703.81
11	8,033.53	0.18	702.67
12	8,030.39	0.18	700.11
13	8,050.01	0.18	700.88
14	8,050.01	0.18	701.46
15	8,050.01	0.18	702.38
16	8,050.01	0.18	703.08
17	8,050.01	0.18	703.78
18	8,050.01	0.18	704.48
19	8,010.14	0.18	705.23
20	10,862.91	0.25	705.43

Lot Area Table (Block 7)

Lot #	Area	(ACRE)	MIN. FFE
1	8,071.20	0.19	708.45
2	8,056.64	0.18	707.55
3	8,108.75	0.19	706.63
4	11,698.29	0.27	706.07

Lot Area Table (Block 8)

Lot #	Area	(ACRE)	MIN. FFE
1	8,053.51	0.18	701.34
2	8,050.00	0.18	700.68
3	8,050.00	0.18	699.98
4	8,050.00	0.18	699.28
5	10,177.51	0.23	698.58

Lot Area Table (Block 9)

Lot #	Area	(ACRE)	MIN. FFE
1	8,031.75	0.18	718.05
2	8,050.03	0.18	718.05
3	8,050.03	0.18	717.12
4	8,050.03	0.18	716.47
5	8,050.03	0.18	715.07
6	8,050.03	0.18	714.07
7	8,050.03	0.18	712.50
8	8,567.53	0.20	711.10
9	8,717.62	0.20	710.05

Reserve Area Table

Lot #	Area	(ACRE)
A	41,664.69	0.96
B	26,903.92	0.62
C	111,360.48	2.56
D	14,895.72	0.34
E	751.11	0.02

ORIG SIZE:24"X36"
\\civil-server\projects\2440182 Rausch Coleman - Couch Property\Dwg\PRODUCTION\Plat\2440182 Cond Final Plat.dwg

CONDITIONAL FINAL PLAT

OAK CREEK CROSSING

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

TULSA L DEV., LLC, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4, NW/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT A FOUND MAG NAIL BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION EIGHTEEN (18); THENCE N88°45'22"E ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW/4) FOR A DISTANCE OF 691.72 FEET TO A POINT ON THE RIGHT-OF-WAY TO THE MISSOURI KANSAS AND OKLAHOMA RAILROAD COMPANY AND THE POINT OF BEGINNING (P.O.B.); THENCE N51°50'49"W ALONG THE SAID RIGHT-OF-WAY FOR A DISTANCE OF 390.89 FEET; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY AROUND A CURVE TO THE LEFT, WITH A RADIUS OF 4112.02 FEET, A LENGTH OF 409.19 FEET, A CHORD DISTANCE OF 409.02 FEET WITH A CHORD BEARING N54°25'14"W; THENCE N58°03'51"W FOR A DISTANCE OF 75.32 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION EIGHTEEN (18); THENCE N01°19'47"W ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER (NW/4) FOR A DISTANCE OF 786.79 FEET TO A POINT ON THE SAID WEST LINE; THENCE N88°47'38"E FOR A DISTANCE OF 1304.45 FEET TO THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION; THENCE S01°21'41"E FOR A DISTANCE OF 1320.39 FEET ALONG THE WEST LINE OF OAK CREEK SOUTH SUBDIVISION TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE S88°45'22"W ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW/4) FOR A DISTANCE OF 613.46 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW/4) AND THE POINT OF BEGINNING (P.O.B.)

AREA CONTAINS 35.15 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 118 LOTS, 9 BLOCKS, AND 3 RESERVES, IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "OAK CREEK CROSSING", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "OAK CREEK CROSSING").

SECTION I. EASEMENTS AND UTILITIES

A. PUBLIC UTILITY EASEMENTS

THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E", "UTILITY EASEMENT" OR "RESERVE D" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RELAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, AND CUSTOMARY SCREENING FENCES THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS RESTRICTED FOR GENERAL UTILITY SERVICES AND IN RESERVE D AS DEPICTED UPON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WITHIN THE SUBDIVISION MAY BE EXTENDED FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE UPON THE LOT, PROVIDED UPON INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND NON-EXCLUSIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AUTHORIZED AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OVERHEAD AND/OR UNDERGROUND SERVICE FACILITIES LOCATED ON THE OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF THESE SERVICES SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF OVERHEAD AND/OR UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR THE LOT OWNER'S AGENTS OR CONTRACTORS.
5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE

1. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THE LOT.
2. WITHIN THE UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD, IN THE JUDEMENT OF THE CITY OF BROKEN ARROW INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC WATER MAINS.
4. THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF PUBLIC SANITARY SEWER MAINS AND STORM SEWERS, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER, OR THE LOT OWNER'S AGENTS AND /OR CONTRACTORS.
5. THE CITY OF BROKEN ARROW, OKLAHOMA , OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, STORM SEWER EASEMENTS AND DRAINAGE EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND PUBLIC SANITARY SEWER, OR STORM SEWER FACILITIES.
6. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED UPON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF UNDERGROUND WATER FACILITIES.
7. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS SUCCESSORS, AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE, THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.
2. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED WITHIN THE LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH GAS SERVICE. THE SUPPLIER OF GAS SERVICES SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF ITS FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OWNER OR ITS AGENTS OR CONTRACTORS.
3. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE LOT OWNER AGREES TO BE BOUND BY THESE COVENANTS.

E. SURFACE DRAINAGE

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

F. DRAINAGE EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DEPICTED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION AND FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING STORM SEWERS, AND ANY APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE DRAINAGE EASEMENTS FOR THE USES AND PURPOSES STATED.
2. DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN DRAINAGE EASEMENTS NOR SHALL THERE BY ANY ALTERATION OF GRADE IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THE PLANTING OF TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BRKEN ARROW.
4. THE ABOVE GROUND AREA OF ANY DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE OWNER OF THE LOT WITHIN WHICH THE EASEMENT IS LOCATED, AND MAINTENANCE SHALL BE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER FAILS TO PROPERLY MAINTAIN THE DRAINAGE EASEMENT OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN A DRAINAGE EASEMENT, OR THE ALTERATION OF THE GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER. IN THE EVENT THE OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. SIDEWALKS

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

H. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE LOT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATIONAL GAS, COMMUNICATION, CABLE TELEVISION, OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

I. CERTIFICATE OF OCCUPANCY RESTRICTIONS

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

J. LIMITS OF NO ACCESS (LNA)

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO SOUTH 193RD EAST AVENUE WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" ON THE ACCOMPANYING PLAT, WHICH LIMITS OF NO ACCESS MAY BE AMENDED OR RELEASED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ESTABLISHED ABOVE SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

K. FENCE/LANDSCAPE EASEMENT

THE OWNER DOES HEREBY ESTABLISH AND GRANT FENCE EASEMENTS OVER AND UPON THE AREAS DESIGNATED AS "FENCE/LANDSCAPE EASEMENTS" OR "F/LE" AS SHOWN ON THE ACCOMPANYING PLAT FOR THE USE AND BENEFIT OF THE OAK CREEK CROSSING OWNER'S ASSOCIATION. THE FENCE EASEMENTS ARE FOR THE LIMITED PURPOSE OF CONSTRUCTING AND MAINTAINING PERIMETER DECORATIVE FENCES INCLUDING BUT NOT LIMITED TO FENCES, WALLS, SPRINKLER SYSTEMS, LANDSCAPING AND FOR THE PURPOSES OF MAINTAINING AND REPAIR THEREOF, TOGETHER WITH THE RIGHT OF ACCESS OVER, ACROSS AND ALONG SUCH EASEMENTS AND OVER, ACROSS AND ALONG LOTS IN THE SUBDIVISION, WHICH CONTAIN SUCH FENCES AND LANDSCAPE.

SECTION II. RESERVES

A. RESERVE A, B, C AND D - STORMWATER DETENTION AND UTILITY EASEMENTS

1. THE USE OF RESERVES A, B, C AND D SHALL BE LIMITED TO OPEN SPACE, LANDSCAPING, STORMWATER DETENTION AND LOCATION OF UTILITIES. RESERVES A, B, C AND D ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS' ASSOCIATION REFERRED TO IN SECTION III BELOW.
2. THE OWNER HEREBY DEDICATES TO THE PUBLIC, PERPETUAL EASEMENTS ON, OVER AND ACROSS RESERVE A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
3. THE OWNER HEREBY DEDICATES TO PUBLIC, UTILITY EASEMENTS ON, OVER AND ACROSS RESERVES A, B, C AND D AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE PURPOSES OF PLACEMENT OF PUBLIC UTILITIES SERVING THE SUBDIVISION.
4. STORM WATER DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DETENTION EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW .
5. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN RESERVES A, B, C OR D, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE OR CONTOURS IN RESERVES A, B, C OR D UNLESS APPROVED BY THE CITY OF BROKEN ARROW.
6. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES IN RESERVES A, B, C AND D SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE IN THE INTENDED DRAINAGE, RETENTION AND DETENTION FUNCTIONS, INCLUDING THE REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. DETENTION FACILITIES SHALL BE MAINTAINED BY THE ASSOCIATION IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:
   a. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
   b. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
   c. THE DETENTION EASEMENT SHALL BE KEPT FREE OF DEBRIS.
   d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
7. LANDSCAPING APPROVED BY THE CITY OF BROKEN ARROW SHALL BE ALLOWED IN RESERVES A, B, C AND D.
8. IN THE EVENT THE HOMEOWNERS' ASSOCIATION SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION, OR THE ALTERATION OF GRADE WITHIN A DETENTION EASEMENT, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE HOMEOWNERS' ASSOCIATION. IN THE EVENT THE HOMEOWNERS' ASSOCIATION FAILS TO PAY THE COST OF MAINTENANCE AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST EACH LOT WITHIN THE SUBDIVISION, PROVIDED THE LIEN AGAINST EACH LOT SHALL NOT EXCEED 1/118TH OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW.

B. RESERVE E - OPEN SPACE AND UTILITY EASEMENT

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

SECTION III. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

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

B. MEMBERSHIP

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

C. COVENANT FOR ASSESSMENTS

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

D. SPECIAL ASSESSMENTS

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

E. ENFORCEMENT RIGHTS OF THE ASSOCIATION

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

F. RESERVE AREAS

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

G. INDEMNIFICATION OF OWNER AND CITY

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

SECTION IV. DEVELOPMENT STANDARDS

DEVELOPMENT STANDARDS FOR OAK CREEK CROSSING SHALL FOLLOW ALL LOT AND BUILDING AREA REQUIREMENTS FOR R-2 OR SIMILAR ZONING DESIGNATION RECOGNIZED AND ENFORCED BY THE MOST CURRENT ZONING CODE OF

City of Broken Arrow

Request for Action

File #: 26-536, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Consideration, discussion, and possible approval of and authorization to execute Public Highway At-Grade Crossing Agreement for UP Real Estate Project No. 0808256 (43rd Street DOT#413401S near mile post 259.29) (ST23230)

Background:
In order to provide improved and safer access to the Events Park, Rosewood Elementary School, and Arrow East Industrial Park from State Highway 51, the City, in conjunction with the design consultant HDR, have been coordinating with Union Pacific Railroad (UPRR) to construct a new at-grade crossing at 43rd street. UPRR has provided the attached agreement which will allow the construction of the new at-grade railroad crossing at 43rd Street.

This agreement governs responsibilities for the City pertaining to the railroad crossing improvements. Per this agreement, the City is responsible to pay all costs for construction, by UPRR, of the railroad improvements necessary for the 43rd Street crossing, which is currently estimated at $761,625.00. Additionally, this agreement requires the City to pay a one-time fee of $21,888.00 for right to facilitate construction of the 43rd Street crossing on UPRR property. A set fee of $15,192.00 per year, beginning 3 years after execution of this agreement and paid in advance by the City, but subject to re-determination by UPRR beginning five years after execution of this agreement, for UPRR to provide surface and signal maintenance of the crossing between the ends of the railroad ties. The City is responsible for all construction and maintenance of the 43rd Street crossings within railroad right-of-way up a distance of two (2) feet outside of the rails themselves.

This agreement also requires closure of the existing 219th East Avenue at-grade railroad crossing after the new 43rd Street crossing is complete and open to traffic.

With approval of this agreement, Staff would move forward with UPRR to begin construction of the proposed 43rd Street crossing improvements.

Cost: $783,513.00

Funding Source: 2018 GO Bond, Proposition 1, and TIF Proceeds

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

Approved By: City Manager's Office

Attachments: Public Highway At-Grade Crossing Agreement for 43rd Street DOT#413401S near mile post 259.29

Recommendation:

Approve and authorize execution of Public Highway At-Grade Crossing Agreement for UP Real Estate Project No. 0808256 (43rd Street DOT#413401S near mile post 259.29) (ST23230)

UP Real Estate Project No: 0808256

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

43rd Street
DOT# 413401S
Mile Post 259.29 – Tulsa Subdivision
Broken Arrow, Wagoner County, State of Oklahoma

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 (”Railroad") and **CITY OF BROKEN ARROW**, a municipal corporation or political subdivision of the State of Oklahoma to be addressed at 485 N. Poplar Avenue, Broken Arrow, Oklahoma, 74012 ("Political Body").

RECITALS:

The Political Body desires to undertake as its project (the “Project”) the construction of a new at grade public road crossing over 43rd Street at Railroad’s Mile Post 259.29 on Railroad’s Tulsa Subdivision at or near Broken Arrow, Wagoner County, State of Oklahoma (the “Crossing Area”). The Crossing Area is shown on the print marked **Exhibit A** and described in the legal description marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

In support of its Project, the Political Body has requested the Railroad’s cooperation in connection with installing grade crossing protection devices and installing highway traffic control signals. Said work is to be performed at the sole expense of Political Body.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **TWENTY ONE THOUSAND EIGHTY HUNDRED EIGHTY EIGHT DOLLARS ($21,888.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Folder No. 0808256

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate for Signal dated June 3, 2025 and Railroad's Material and Force Account Estimate for Surface dated February 10, 2026, collectively marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Six Hundred Eighty One Thousand Six Hundred Twenty Five Dollars ($681,625.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly

for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad’s property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad’s property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting

responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. ANNUAL SIGNAL MAINTENANCE FEE

A. Effective as of three years from effective date of this Agreement or the date of installation and/or the in-service date of the new and/or improved or existing Grade Crossing Signal System(s) ("Signal System"), the Political Body, in addition to maintaining at its sole cost and expense the portion of the Roadway described in Section 2 of Exhibit B, agrees to pay to Railroad the sum of Thirteen Thousand Seventy Eight Dollars ($13,078.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the Signal System that is installed at the Roadway. The annual signal maintenance fee is calculated as shown on the attached **Exhibit F**, attached hereto and made a part hereof.

B. The above annual signal maintenance fee for Railroad's maintenance of the Signal System is based on the number of current signal units installed at the Roadway. If the Signal System is improved and/or altered in any way, the Political Body must notify the Railroad in writing and the annual signal maintenance fee will be increased at a rate based on the American Railway Engineering and Maintenance of Way Association (AREMA) signal unit cost index. If the Political Body fails to notify Railroad of any improvement or alteration to the Signal System, the Railroad may increase the annual signal maintenance fee at a rate based on the AREMA signal unit cost index any time after the date of installation and/or improvement of the Signal System. The signal unit base for the annual signal maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual signal maintenance fee was last determined or established. Any such changes in the annual signal maintenance fee referenced in Article 2 may be made by means of automatic adjustment in billing.

Section 16. ANNUAL SURFACE MAINTENANCE

A. The Railroad shall maintain the crossing surface between the track tie ends at Political Body's expense. Effective as of three years from effective date of this Agreement, Political Body agrees to pay to Railroad the sum of **Two Thousand One Hundred Fourteen ($2,114.00)** per annum, payable annually in advance, as payment for Railroad's maintenance of the surface between track tie ends located within the Crossing Area. See Exhibit C. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2)

feet outside of the rails of each track. See lower right hand corner of Exhibit C.

B. The above annual surface maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual surface maintenance fee was last determined or established. Any such changes in the annual surface maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
Printed Name: _____
Title: _____

CITY OF BROKEN ARROW

By: _____
Printed Name: _____
Title: _____

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

CROSSING AREA

UPRRCO. R/W OUTLINED

CADD FILENAME	0808256
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ONETA, WAGONER COUNTY, OK

M.P. 295.3 - TULSA SUB.

MKT/OK/V3/13

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 2-23-2026

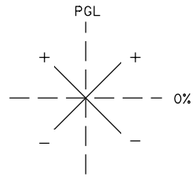
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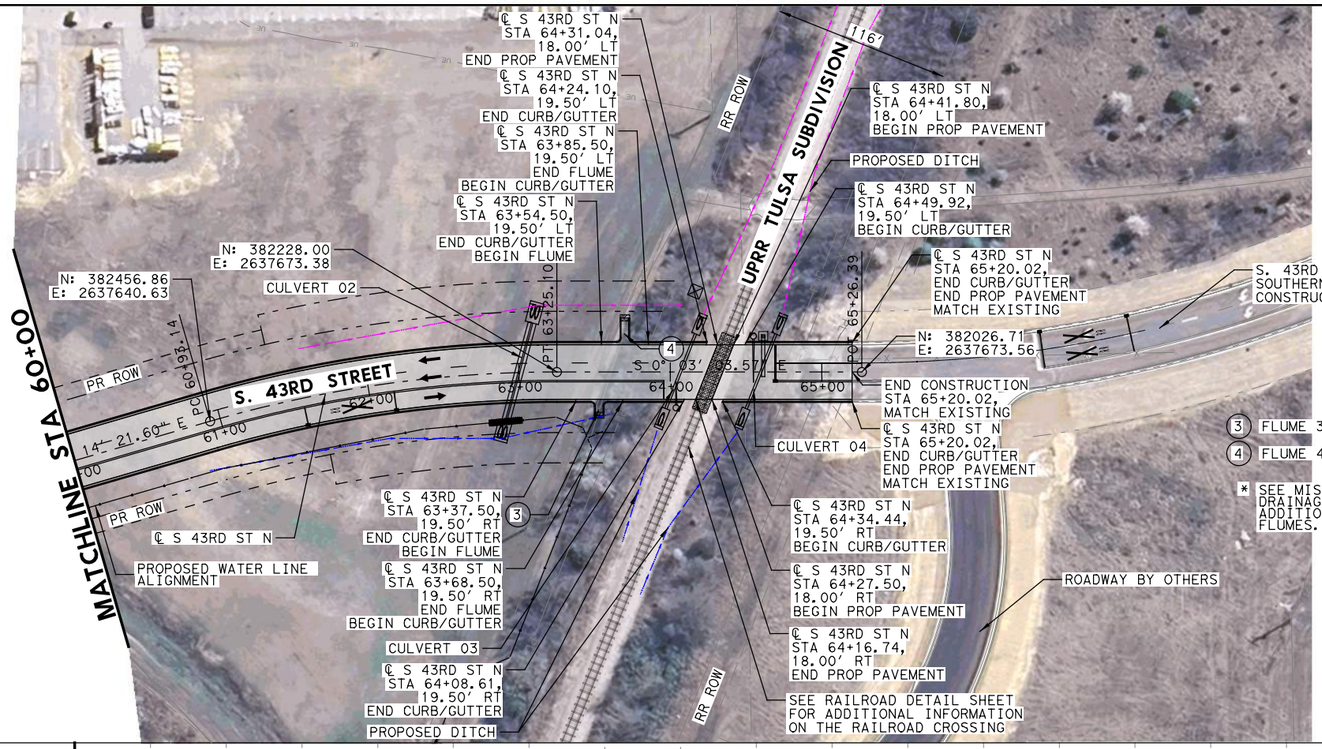
EXHIBIT A-1
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A-1 will be the Plans of the Crossing Area (see Recitals)

90% PLANS SUBMITTAL

CROSS SLOPE TRANSITION		
STATION	LT	RT
60+00.00	-3.1%	-3.1%
61+25.00	-3.1%	-3.1%
61+60.00	-2%	-2%
63+82.00	-2%	-2%
64+07.00	0%	0%
64+51.00	0%	0%
64+76.00	-2%	-2%
65+20.02	-2%	-2%



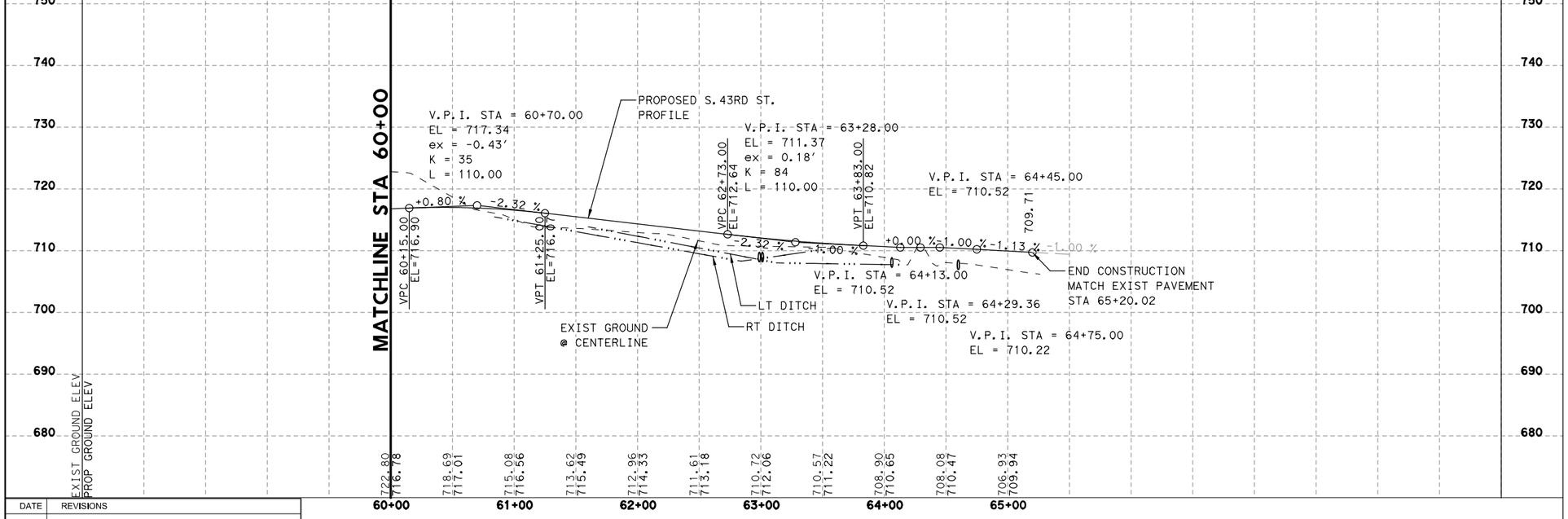


LEGEND

- PROPOSED ROW
- PROPOSED DRAINAGE EASEMENT
- PROPOSED CONSTRUCTION EASEMENT
- PROPOSED PAVEMENT
- ODOT PROP. ROADWAY TO BE REMOVED
- PROPOSED TRAFFIC FLOW
- TY III BARRICADE
- PROPOSED SIGNS

NOTES:

1. SEE PROPOSED TYPICAL SECTION FOR ADDITIONAL PAVEMENT DETAIL.
2. ALL CURB ARE 6" BARRIER CURB & GUTTER AS SHOWN IN THE STANDARD CONSTRUCTION SPECIFICATION STD ST-05. THE STA/OFF CALLOUT ARE TO THE FACE OF THE CURB UNLESS OTHERWISE NOTED.
3. PROPOSED ELEVATION ARE TOP OF PAVEMENT UNLESS OTHERWISE NOTED.
4. SEE DRAINAGE SHEETS FOR ADDITIONAL DRAINAGE INFORMATION.
5. SEE WATER LINE RELOCATION SHEETS FOR ADDITIONAL INFORMATION.
6. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS. HOWEVER, THESE LOCATIONS ARE APPROXIMATE. NEITHER THE OWNER NOR THE ENGINEER ASSUMES RESPONSIBILITY FOR UTILITIES THAT ARE NOT SHOWN OR ARE INACCURATELY LOCATED. PRIOR TO EXCAVATION, THE CONTRACTOR MUST DETERMINE THE DEPTH AND PRECISE LOCATION OF EXISTING UNDERGROUND UTILITIES .THE CONTRACTOR IS REQUIRED TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE LINES SHOWN ON THE PLANS AND ANY OTHER UTILITIES NOT DOCUMENTED OR VISIBLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REACH OUT TO ALL RELEVANT FRANCHISE AND CITY UTILITIES BEFORE COMMENCING CONSTRUCTION.



DATE	REVISIONS

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of
BIJAYATA NAIR, P.E. 33752
1/5/2026

CITY OF BROKEN ARROW
Where opportunity lives

HDR Engineering, Inc
C.A. 1446 (PE)
RENEWAL DATE : 06-30-2027

EAST SIDE INDUSTRIAL PARK ACCESS ROADWAY

S. 43RD STREET CONSTRUCTION
(SEGMENT NORTH OF UPRR TRACK)

S. 43RD STREET PLAN AND PROFILE

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1:100	BN	1/5/2026	BN	1/5/2026
VERT. 1:20	REVIEWED	DATE	APPROVED	DATE
	MH	1/5/2026	PRR	1/5/2026
DRAWING NAME:	SHEET NO. 20 (SHEET 02 OF 02)		PROJECT NO. ST23230	363

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90% PLANS SUBMITTAL



PROP. TYPICAL SECTION
SECTION A-A

NOTE:
1. RAILROAD ENGINEERS TO DETERMINE THE PLACEMENT OF CANTILEVER SIGNALS AND GATES.
2. SEE PAVEMENT MARKING & SIGNING SHEET FOR ADDITIONAL DETAIL.

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of
BIJAYATA NAIR, P.E. 33752
1/5/2026

CITY OF BROKEN ARROW
Where opportunity lives

HDR Engineering, Inc
C.A. 1446 (PE)
RENEWAL DATE : 06-30-2027

EAST SIDE INDUSTRIAL PARK ACCESS ROADWAY

S. 43RD STREET CONSTRUCTION
(SEGMENT NORTH OF UPRR TRACK)

RAILROAD DETAIL SHEET

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1:20	BN	1/5/2026	BN	1/5/2026
VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	MH	1/5/2026	PRR	1/5/2026
	SHEET NO. 23 (SHEET 01 OF 01)		PROJECT NO. ST23230	

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0 50 100 150 200

HORIZ. SCALE IN FEET

LEGEND

- PROPOSED ROW
- PROPOSED DRAINAGE EASEMENT
- PROPOSED CONSTRUCTION EASEMENT
- PROPOSED PAVEMENT
- PROPOSED TRAFFIC FLOW
- TY III BARRICADE
- PROPOSED SIGNS

(1) - INSTALL 4" LINE (W)
(2) - INSTALL 4" LINE (Y)
(3) - INSTALL 4" DOUBLE YELLOW LINE
(4) - INSTALL ARROW (W) TYP
(5) - INSTALL 24" LINE (W)
(6) - INSTALL WORD/SYMBOL (W)

NOTES:

1. REFER TO MUTCD FOR ADDITIONAL INFORMATION ON THE PAVEMENT MARKINGS AND SIGNING.
2. REFER TO ODOT PAVEMENT MARKING RAILROAD CROSSING STANDARD PM8-1 AND MUTCD FOR ADDITIONAL INFORMATION ON THE RAILROAD PAVEMENT MARKINGS AND SIGNING.
3. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ANY SIGNS AND COORDINATION WITH THE CITY ON ANY NECESSARY MODIFICATION.

PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the direct supervision of
BIJAYATA NAIR, P.E. 33752
1/5/2026

DATE	REVISIONS

CITY OF BROKEN ARROW
Where opportunity lives

HDR Engineering, Inc
C.A. 1446 (PE)
RENEWAL DATE : 06-30-2027

EAST SIDE INDUSTRIAL PARK ACCESS ROADWAY

S. 43RD STREET CONSTRUCTION
(SEGMENT NORTH OF UPRR TRACK)

ROADWAY
PAVEMENT MARKINGS & SIGNING

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ. 1:100	BN	1/5/2026	BN	1/5/2026
VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	MH	1/5/2026	PRR	1/5/2026

SHEET NO. 32 (SHEET 02 OF 02)
PROJECT NO. ST2323O

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EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the

performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of

the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property

Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C will be Railroad's Material and Force Account Estimate.

Material And Force Account Estimate
City of Broken Arrow OK

Estimate Creation Date: 06/03/2025 Number: 154594 Version: 1

Estimate Good Until 06/03/26

Location: TULSA SUB, SIMN, 292-324.54
Buy America: Yes

Description of Work: 43rd St. Broken Arrow OK. Tulsa Sub MP. 295.29 DOT# 413401S WO# 69545 PID# 204266 Recollectable 100% (City of Broken Arrow)

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL
SIGNAL							
	Xing - 1 Trk CWE w/Gates	1	EA	131,584.00	41,200	90,384	131,584
	Xing - Cantilever Mast <37' Cant	1	EA	23,613.00	18,750	4,863	23,613
	Gang Day - 5 Man	2	EA	7,500.00	15,000	0	15,000
Clearing Trees	Xing - Misc.	1	LS	30,000.00	0	30,000	30,000
	Xing - Equipment Rental	1	LS	25,000.00	0	25,000	25,000
	Xing - Cantilever Arm <41'	29.5	LF	767.00	0	22,627	22,627
	Xing - Culvert As Required	2	LS	10,000.00	0	20,000	20,000
	Xing - Flagging	1	LS	15,000.00	0	15,000	15,000
	Xing - Public Project Mgmt	1	LS	15,000.00	0	15,000	15,000
	Xing - Engineering Design	1	LS	9,418.64	9,419	0	9,419
	Xing - Fill/Rock/Gravel	1	LS	25,000.00	0	25,000	25,000
	Xing - Meter Service	1	LS	20,000.00	0	20,000	20,000
	Xing - Boring	1	LS	15,000.00	0	15,000	15,000
Federal WO overhead 123.85%	Xing - Labor Additive	1	LS	104,491.01	104,491	0	104,491
				Sub-Total =	**188,860**	**282,874**	**471,733**
				Totals =	**188,860**	**282,874**	**471,733**
				Grand Total =			**$471,733**

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

PRELIMINARY ESTIMATE
ESTIMATE CREATION DATE: 02/10/2026
ESTIMATE GOOD UNTIL 02/10/2027

ESTIMATE 1742 VERSION 01

Preliminary Name: 413401S Private 295.29
Subdivision: TULSA SUB
Location: Broken Arrow OK
Description of Work: Replace existing 16' crossing with 56' concrete crossing and 80' track panel.
PID/WO:
Prepared For: Broken Arrow
Buy America: N
Work Train Additive: FEDERAL_WITHOUT 156.17% (TRACK)
Direct Labor Additive: FEDERAL_WITHOUT 195.4% (TRACK)
Homeline Freight Additive: FEDERAL_WITHOUT 156.17%

		Notes	QTY	UOM	Unit Cost($)	LABOR($)	MATERIAL($)	OTHER($)	TOTAL($)	AR($)
Engineering										
FIELD ENGINEERING	Engineering		1	LS	24,627	24,627	-	-	**24,627**	24,627
BILL PREP	Bill Prep Fee - Surface Recollect		1	LS	900	900	-	-	**900**	900
					Subtotal =	**$25,527**	**$0**	**$0**	**$25,527**	**$25,527**
Site Work - Contractor										
ASPHALT CONTRACT	Asphalt		1	LS	10,000	-	-	10,000	**10,000**	10,000
					Subtotal =	**$0**	**$0**	**$10,000**	**$10,000**	**$10,000**
Track Construction - Contractor										
EQUIPMENT RENTAL	Equipment Rental		1	LS	25,000	-	-	25,000	**25,000**	25,000
					Subtotal =	**$0**	**$0**	**$25,000**	**$25,000**	**$25,000**
Track Construction - UPRR										
ROAD_CROSSING	RDXING 136# CON10W PP PAN COMPLETE	NEW	56	TF	955.32	26,515	23,215	3,768	**53,498**	53,498
TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	NEW	24	TF	1,937.397	34,225	7,539	4,733	**46,498**	46,498
TRACK	Transition Rail - 136#	NEW	4	EA	4,521.842	3,331	14,282	474	**18,087**	18,087
ROAD_CROSSING	Remove Road Crossing/Concrete - Private	REMOVE	16	TF	1,080.996	15,143	-	2,153	**17,296**	17,296
TRACK	Remove Track	REMOVE	64	TF	39.636	2,221	-	316	**2,537**	2,537
MOBILIZATION	Mobilization - UPRR		1	DA	11,450	-	-	11,450	**11,450**	11,450
					Subtotal =	**$81,436**	**$45,037**	**$22,893**	**$149,365**	**$149,365**
					ESTIMATE 1742 VERSION 01 TOTAL =	**$106,963**	**$45,037**	**$57,893**	**$209,892**	**$209,892**

Disclaimer: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in cost or amount of material or labor required, the Responsible Party will pay actual costs at rates effective at the time of construction per terms of construction agreement.

Estimated annual Maintenance Cost = $2,114.

EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit D will be the Railroad's then current form of Contractor's Right of Entry.

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____ located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad’s property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor’s modifications, negligence, or any other reason arising from the Contractor’s presence on the Railroad’s property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



LEGEND:

CROSSING AREA

UPRRCO. R/W OUTLINED

CADD FILENAME	0808256
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ONETA, WAGONER COUNTY, OK

M.P. 295.3 - TULSA SUB.

MKT/OK/V3/13

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 2-23-2026

DSK FILE: 0808256

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address (“Railroad’s Safety Standards”) to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.

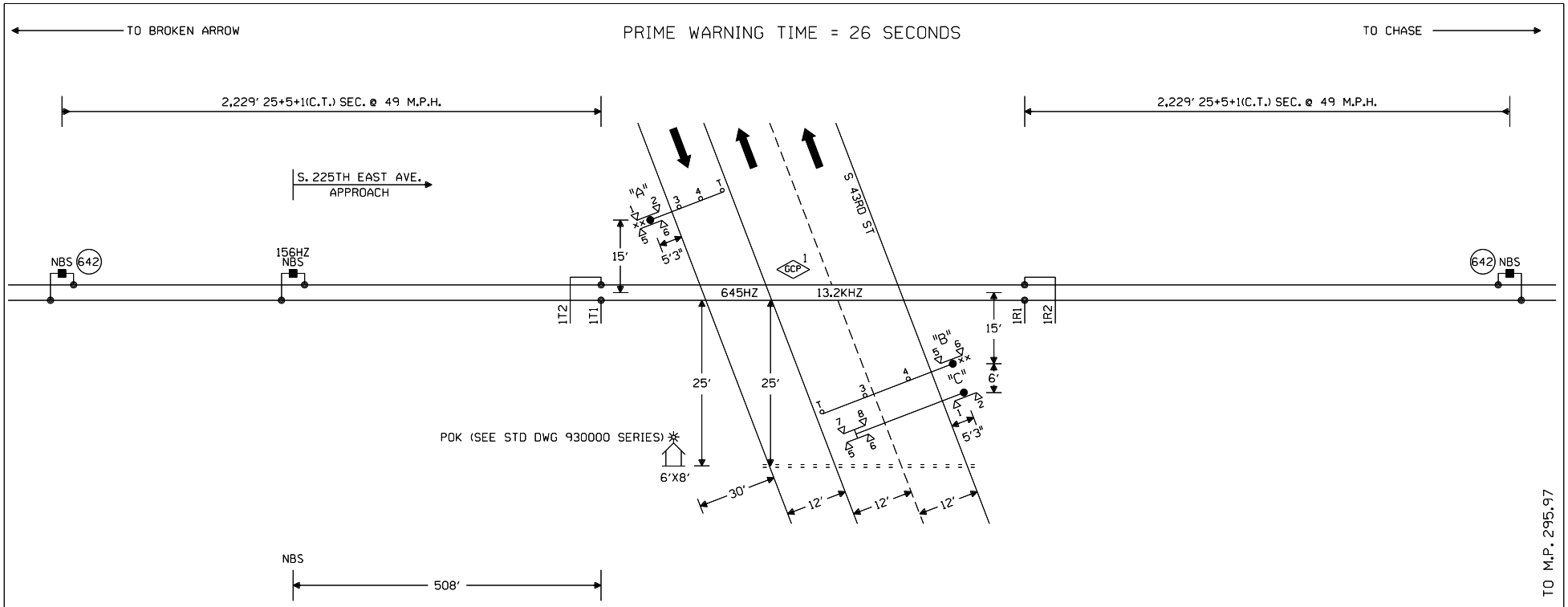
J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT E
TO
PUBLIC HIGHWAY AT GRADE-CROSSING AGREEMENT

Exhibit E will be signal design schematic



CONNECTS TO M.P. 295.97

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS
TO BE SEPARATED BY AT LEAST 12" IN TRENCH.
LENGTHS SHOULD NOT EXCEED MANUFACTURER'S
RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION
AS THE SURFACE OF THE TRAVELED WAY & NO
MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX
UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND
WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD
FOR 240V TO 240V IS PROVIDED AS WELL
AS A 120V TO 240V ADAPTER.

SEE 930000-SERIES STANDARD DRAWINGS
FOR SMART RECTIFIER/POK/WMS CIRCUITS
AS APPLICABLE.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 60' CONDUIT

LIGHTS: LED LIGHTS

CANT "C": 24'

xx = BELL

TRK 1 ISLAND DISTANCE 137' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS
ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES
TO BE VERIFIED BY FIELD

W(S) ◄——○——► E(N)

MATERIAL NOTES; DELETE UPON "AC"

(6X8) 6X8 ALUMINUM CABIN
U.P. PART #520-0185

CANTILEVER IS CUSTOM ORDER ITEM.

CONSTRUCTION NOTES:

1. ORDER & INSTALL TAB 925 POK LIGHT PER STANDARD DRAWING 935582UP
2. THIS PROJECT IS IN CONJUNCTION WITH THE CLOSURE OF EXISTING CROSSINGS DOT# 413402Y AND DOT# 413401S.
3. CROSSING CENTERLINE TO BE LOCATED APPORXIMATELY 115' TT WEST OF EXISTING PRIVATE DOT# 413401S FIELD VERIFY LOCATION
4. CITY/AGENCY TO VERIFY STREET NAME TO BE USED: S. 43RD ST
5. FIELD VERIFY 156HZ NBS FOR S. 225TH STREET EXISTS IF HWS, REPLACE WITH 156HZ NBS (TAB 640)

NEW SHEET

Designed: 04/11/25
INSTALL FLS/GATES/ CANT & CWT AT S. 43RD STREET/ M.P. 295.27
Rec'd: WO#: 69545
JSC
/ /PRS/AJA

MODIFICATION LEVEL	
O. A. LAST LEVEL CHECKED	DX
LAST LEVEL MOD THIS TYPICAL	DX
LAST LEVEL BY DESIGNER	DX
CHANGED FROM TYPICAL?	Y

rev 04/16/24 4-5K_1TKBGC_1X

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date: 04/11/25
Des: PRS
Chk: JSC
AFE: 69545

UNION PACIFIC RAILROAD
BROKEN ARROW, OKLAHOMA
S. 43RD ST
TULSA SUBDIVISION
Office of AVP Engineering - Signal Omaha, Nebraska

Sh.: 1
DOT 413401S
MP: 295.2
ID: 0360295

393

EXHIBIT F
TO
PUBLIC HIGHWAY AT GRADE-CROSSING AGREEMENT

Exhibit F will be the AREMA Statement

AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS

BUILDING AMERICA®

FOR PID # 204266
BY THE UNION PACIFIC RAILROAD

STREET	**43rd Street**
TOWN	**Broken Arrow OK**
MILEPOST	**295.29**
SUBDIVISION	**Tulsa**
AAR/DOT NO.	**413401S**
WORK ORDER#	**69545**

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	3	6
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	3	3
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	1	8
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	1	10
GCP/HXP (constant warning device, per track circuit)	15	1	15
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	3	3
TOTAL UNIT COUNT			47
PAVEMENT RESTORATION COSTS			(Actual)
Annual Maintenance Cost at $278.25/Unit			$13,078

*UP supplied Unit Value

June 3, 2025

City of Broken Arrow

Request for Action

File #: 26-367, **Version:** 1

Broken Arrow City Council
Meeting of: 04-21-2026

Title:

Consideration, discussion, and possible approval of award to the lowest responsible bidder, Cherokee Pride Construction, Inc, and authorization to execute a construction contract for the Steeplechase Farms Project (ST24070) and East Houston Industrial Park Project (ST24100)

Background:
Steeplechase Farms was built in approximately 1997 and the streets in the neighborhood are in need of maintenance and repair. Additionally, the streets within East Houston Industrial Park need some maintenance. As a result of this, the Engineering and Construction Department selected Hudson Prince Engineering to design a project to address these needs.

The project was advertised February 24 and March 3, 2026. Bids were opened April 7, 2026 with six bids received, all of which were responsive. A certified bid tabulation is attached. The bids submitted were composed of nineteen (19) pay items to form the total base bid. The lowest responsible bidder was Cherokee Pride Construction, Inc with a total bid of $823,152.00. The total engineer's estimate for this project was $767,827.50.

Cost: $823,152.00

Funding Source: Street Sales Tax Fund

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

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction, Inc. and authorize execution of a construction contract for the Steeplechase Farms Project (ST24070) and East Houston Industrial Park Project (ST24100)

BID TABULATION

Steeplechase Farms and East Houston Industrial Park Concrete Panel Replacement

PROJECT NO. ST24070 & ST24100, BID NO. 26.140, QUESTCDN NO. 10069311

BID OPENING 04/07/2026 02:00 PM

					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		H&H Construction		R&L Construction LLC		Grade Line Construction, LLC		Diversified Civil Contractors, LLC		Gober Construction LLC - Tulsa, OK	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
1	221(G) 2800	TEMPORARY FIBER LOG	LF	406	$ 15.00	$ 6,090.00	$ 6.00	$ 2,436.00	$ 50.00	$ 20,300.00	$ 4.00	$ 1,624.00	$ 6.00	$ 2,436.00	$ 3.00	$ 1,218.00	$ 15.00	$ 6,090.00
2	326(B) 1300	GEOGRID REINFORCEMENT	SY	2075	$ 10.00	$ 20,750.00	$ 3.00	$ 6,225.00	$ 4.00	$ 8,300.00	$ 2.50	$ 5,187.50	$ 3.00	$ 6,225.00	$ 3.00	$ 6,225.00	$ 10.00	$ 20,750.00
3	509(D) 0500	CLASS C CONCRETE	CY	1	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 1,000.00	$ 1,000.00	$ 250.00	$ 250.00	$ 750.00	$ 750.00	$ 600.00	$ 600.00	$ 1,000.00	$ 1,000.00
4	611(I) 1000	REPLACEMENT OF INLET FRAME AND GRATE	EA	4	$ 500.00	$ 2,000.00	$ 3,000.00	$ 12,000.00	$ 8,000.00	$ 32,000.00	$ 500.00	$ 2,000.00	$ 1,000.00	$ 4,000.00	$ 1,100.00	$ 4,400.00	$ 4,000.00	$ 16,000.00
5	611(M) 1700	REPLACEMENT OF CAST IRON HOOD	EA	9	$ 750.00	$ 6,750.00	$ 1,000.00	$ 9,000.00	$ 250.00	$ 2,250.00	$ 350.00	$ 3,150.00	$ 400.00	$ 3,600.00	$ 600.00	$ 5,400.00	$ 3,500.00	$ 31,500.00
6	619(B) 6364	REMOVAL OF ASPHALT PAVEMENT	SY	122	$ 7.00	$ 854.00	$ 20.00	$ 2,440.00	$ 40.00	$ 4,880.00	$ 12.00	$ 1,464.00	$ 12.50	$ 1,525.00	$ 14.00	$ 1,708.00	$ 250.00	$ 30,500.00
7	629(E) 7600	MAILBOX	EA	10	$ 150.00	$ 1,500.00	$ 1,000.00	$ 10,000.00	$ 500.00	$ 5,000.00	$ 225.00	$ 2,250.00	$ 350.00	$ 3,500.00	$ 750.00	$ 7,500.00	$ 1,500.00	$ 15,000.00
8	641 2100	MOBILIZATION	LSUM	1	$ 60,350.00	$ 60,350.00	$ 40,000.00	$ 40,000.00	$ 25,000.00	$ 25,000.00	$ 10,000.00	$ 10,000.00	$ 71,000.00	$ 71,000.00	$ 48,000.00	$ 48,000.00	$ 35,000.00	$ 35,000.00
9	880(J) 7110	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 13,500.00	$ 13,500.00	$ 20,000.00	$ 20,000.00	$ 25,000.00	$ 25,000.00	$ 12,500.00	$ 12,500.00	$ 9,000.00	$ 9,000.00	$ 11,500.00	$ 11,500.00	$ 25,000.00	$ 25,000.00
10	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION	SY	6861	$ 86.00	$ 590,046.00	$ 95.00	$ 651,795.00	$ 79.00	$ 542,019.00	$ 110.00	$ 754,710.00	$ 106.00	$ 727,266.00	$ 115.00	$ 789,015.00	$ 120.00	$ 823,320.00
11	SP 10.0	REMOVE AND REPLACE P.C. CONCRETE CURB AND GUTTER, ALL TYPES	LF	257	$ 60.00	$ 15,420.00	$ 40.00	$ 10,280.00	$ 60.00	$ 15,420.00	$ 45.00	$ 11,565.00	$ 43.00	$ 11,051.00	$ 40.00	$ 10,280.00	$ 50.00	$ 12,850.00
12	SP 13.0	REMOVE AND REPLACE CURB RAMP INCLUDING ADA TACTILE WARNING DEVICE	EA	4	$ 1,200.00	$ 4,800.00	$ 1,800.00	$ 7,200.00	$ 3,000.00	$ 12,000.00	$ 2,150.00	$ 8,600.00	$ 1,750.00	$ 7,000.00	$ 1,400.00	$ 5,600.00	$ 1,000.00	$ 4,000.00
13	SP 14.0	REMOVE AND REPLACE PRECAST CONCRETE INLET HOODS	EA	1	$ 1,750.00	$ 1,750.00	$ 3,500.00	$ 3,500.00	$ 5,500.00	$ 5,500.00	$ 300.00	$ 300.00	$ 1,500.00	$ 1,500.00	$ 900.00	$ 900.00	$ 8,500.00	$ 8,500.00
14	SP 23.0	ADJUST VALVE BOX TO GRADE (INCLUDING CONCRETE COLLARS)	EA	6	$ 400.00	$ 2,400.00	$ 500.00	$ 3,000.00	$ 600.00	$ 3,600.00	$ 300.00	$ 1,800.00	$ 550.00	$ 3,300.00	$ 800.00	$ 4,800.00	$ 2,500.00	$ 15,000.00
15	SP 24.0	ADJUST MANHOLE TO GRADE (INCLUDING CONCRETE COLLARS)	EA	1	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00	$ 600.00	$ 600.00	$ 1,200.00	$ 1,200.00	$ 1,275.00	$ 1,275.00	$ 1,000.00	$ 1,000.00	$ 2,500.00	$ 2,500.00
16	SP 27.0	SOLID SLAB SOD	SY	581	$ 5.00	$ 2,905.00	$ 6.00	$ 3,486.00	$ 100.00	$ 58,100.00	$ 6.00	$ 3,486.00	$ 8.00	$ 4,648.00	$ 8.00	$ 4,648.00	$ 25.00	$ 14,525.00
17	SP 32.0	SUBGRADE METHOD B	SY	77	$ 2.50	$ 192.50	$ 10.00	$ 770.00	$ 200.00	$ 15,400.00	$ 2.50	$ 192.50	$ 2.50	$ 192.50	$ 3.00	$ 231.00	$ 25.00	$ 1,925.00
18	SP 34.0	AGGREGATE BASE TYPE A	CY	117	$ 60.00	$ 7,020.00	$ 60.00	$ 7,020.00	$ 200.00	$ 23,400.00	$ 55.00	$ 6,435.00	$ 65.00	$ 7,605.00	$ 75.00	$ 8,775.00	$ 75.00	$ 8,775.00
19	SP 47.0	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	LF	10000	$ 3.00	$ 30,000.00	$ 3.00	$ 30,000.00	$ 5.00	$ 50,000.00	$ 4.00	$ 40,000.00	$ 3.00	$ 30,000.00	$ 3.00	$ 30,000.00	$ 4.00	$ 40,000.00
						$ 767,827.50		$ 823,152.00		$ 849,769.00		$ 866,714.00		$ 895,873.50		$ 941,800.00		$ 1,112,235.00

I certify that this is a true and correct Tabulation of Bids received at 1:45pm on April 7, 2026. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Jake Kettner
Transportation Project Manager

City of Broken Arrow

Request for Action

File #: 26-509, **Version:** 1

Broken Arrow City Council
Meeting of: 04-07-2026

Title:

Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc, authorization to execute a construction contract for the Oak Tree Estates Concrete Roadway Panel Replacement Project (ST24150)

Background:
As a part of the 2018 GO Bond Residential Rehabilitation program, The Oak Tree Estates neighborhood was selected for repairs. The Streets were built with the neighborhood in approximately 1980. The streets have reached the end of their service life and are in need of extensive repair.

The project was advertised March 10 and March 17, 2026. Bids were opened April 7, 2026 with five bids received, all of which were responsive. A certified bid tabulation is attached. The bids submitted were composed of twenty-six (26) pay items to form the total base bid. The lowest responsible bidder was Cherokee Pride Construction, Inc. with a total bid of $1,637,624.00. The total engineer's estimate for this project was $2,246,705.00.

Cost: $1,637,624.00

Funding Source: 2018 GO Bond Fund

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

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction, Inc. and authorize execution of a construction contract for the Oak Tree Estates Concrete Roadway Panel Replacement Project (ST24150)

BID TABULATION
Oak Tree Estates Concrete Panel Roadway Panel Replacement
PROJECT NO. ST24150, BID NO. 26.145, QUESTCDN NO. 10079573
BID OPENING 04/07/2026 02:00 PM

					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, OK		Core Civil Construction, LLC		Grade Line Construction, LLC		R&L Construction LLC		DKerns Construction Inc	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION	SY	14844	$ 125.00	$ 1,855,500.00	$ 91.00	$ 1,350,804.00	$ 100.00	$ 1,484,400.00	$ 100.00	$ 1,484,400.00	$ 112.50	$ 1,669,950.00	$ 134.00	$ 1,989,096.00
2	SP 11.0	REMOVE AND REPLACE P.C. CONCRETE SIDEWALK	SY	466	$ 85.00	$ 39,610.00	$ 85.00	$ 39,610.00	$ 65.00	$ 30,290.00	$ 85.00	$ 39,610.00	$ 85.00	$ 39,610.00	$ 105.00	$ 48,930.00
3	SP 12.0	REMOVE AND REPLACE 6" P.C. CONCRETE DRIVEWAY (6" H.E.S.)	SY	836	$ 90.00	$ 75,240.00	$ 95.00	$ 79,420.00	$ 80.00	$ 66,880.00	$ 110.00	$ 91,960.00	$ 98.00	$ 81,928.00	$ 118.00	$ 98,648.00
4	SP 13.0	REMOVE AND REPLACE CURB RAMP (COBA TYPE 'D')	SY	8	$ 2,000.00	$ 16,000.00	$ 1,500.00	$ 12,000.00	$ 4,000.00	$ 32,000.00	$ 1,650.00	$ 13,200.00	$ 2,200.00	$ 17,600.00	$ 110.00	$ 880.00
5	SP 19.0	INSTALL CURB RAMP (COBA TYPE 'D')	EA	14	$ 1,850.00	$ 25,900.00	$ 1,400.00	$ 19,600.00	$ 2,500.00	$ 35,000.00	$ 1,500.00	$ 21,000.00	$ 1,850.00	$ 25,900.00	$ 800.00	$ 11,200.00
6	SP 20.0	FLOWABLE FILL	CY	4	$ 275.00	$ 1,100.00	$ 120.00	$ 480.00	$ 150.00	$ 600.00	$ 175.00	$ 700.00	$ 200.00	$ 800.00	$ 200.00	$ 800.00
7	SP 23.0	ADJUST VALVE BOX TO GRADE (INCLUDING CONCRETE COLLARS)	EA	1	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 2,000.00	$ 2,000.00	$ 550.00	$ 550.00	$ 300.00	$ 300.00	$ 450.00	$ 450.00
8	SP 27.0	SOLID SLAB SODDING	SY	1810	$ 4.00	$ 7,240.00	$ 6.00	$ 10,860.00	$ 8.00	$ 14,480.00	$ 6.00	$ 10,860.00	$ 8.00	$ 14,480.00	$ 7.00	$ 12,670.00
9	SP 28.0	(30" CPP) DRAINAGE CONDUIT, IN PLACE	LF	158	$ 115.00	$ 18,170.00	$ 90.00	$ 14,220.00	$ 150.00	$ 23,700.00	$ 165.00	$ 26,070.00	$ 185.00	$ 29,230.00	$ 130.00	$ 20,540.00
10	SP 31.0	30" PCES, IN PLACE	EA	1	$ 1,950.00	$ 1,950.00	$ 1,200.00	$ 1,200.00	$ 3,000.00	$ 3,000.00	$ 1,450.00	$ 1,450.00	$ 4,500.00	$ 4,500.00	$ 1,400.00	$ 1,400.00
11	SP 34.0	AGGREGATE BASE TYPE A	CY	100	$ 60.00	$ 6,000.00	$ 55.00	$ 5,500.00	$ 60.00	$ 6,000.00	$ 65.00	$ 6,500.00	$ 55.00	$ 5,500.00	$ 85.00	$ 8,500.00
12	641	MOBILIZATION	LSUM	1	$ 130,000.00	$ 130,000.00	$ 35,000.00	$ 35,000.00	$ 100,000.00	$ 100,000.00	$ 127,000.00	$ 127,000.00	$ 12,500.00	$ 12,500.00	$ 75,500.00	$ 75,500.00
13	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 6,500.00	$ 6,500.00	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00
14	229	DITCH LINEAR PROTECTION	LF	215	$ 5.00	$ 1,075.00	$ 50.00	$ 10,750.00	$ 65.00	$ 13,975.00	$ 5.00	$ 1,075.00	$ 8.00	$ 1,720.00	$ 28.00	$ 6,020.00
15	509(D)	CLASS C CONCRETE	CY	15	$ 450.00	$ 6,750.00	$ 500.00	$ 7,500.00	$ 750.00	$ 11,250.00	$ 525.00	$ 7,875.00	$ 210.00	$ 3,150.00	$ 350.00	$ 5,250.00
16	611(A)	MANHOLE (4' DIA.)	EA	1	$ 4,250.00	$ 4,250.00	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 4,800.00	$ 4,800.00	$ 3,850.00	$ 3,850.00	$ 3,200.00	$ 3,200.00
17	611(A)	MANHOLE (5' DIA.)	EA	1	$ 6,500.00	$ 6,500.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00	$ 4,850.00	$ 4,850.00	$ 3,600.00	$ 3,600.00
18	611(B)	ADD'L.DEPTH IN MANHOLE (4' DIA.)	VF	8	$ 550.00	$ 4,400.00	$ 200.00	$ 1,600.00	$ 250.00	$ 2,000.00	$ 300.00	$ 2,400.00	$ 250.00	$ 2,000.00	$ 250.00	$ 2,000.00
19	611(G)	INLET CI DES. 2(B)	EA	1	$ 7,500.00	$ 7,500.00	$ 6,500.00	$ 6,500.00	$ 8,000.00	$ 8,000.00	$ 8,500.00	$ 8,500.00	$ 6,200.00	$ 6,200.00	$ 3,200.00	$ 3,200.00
20	850(A)	SHEET ALUMINUM SIGNS	SF	44	$ 40.00	$ 1,760.00	$ 20.00	$ 880.00	$ 33.00	$ 1,452.00	$ 30.00	$ 1,320.00	$ 35.00	$ 1,540.00	$ 39.00	$ 1,716.00
21	851(C)	1-3/4" SQUARE TUBE POST	LF	48	$ 12.00	$ 576.00	$ 10.00	$ 480.00	$ 22.00	$ 1,056.00	$ 21.00	$ 1,008.00	$ 25.00	$ 1,200.00	$ 26.00	$ 1,248.00
22	851(C)	2" SQUARE TUBE POST	LF	12	$ 14.00	$ 168.00	$ 10.00	$ 120.00	$ 27.50	$ 330.00	$ 26.00	$ 312.00	$ 30.00	$ 360.00	$ 33.00	$ 396.00
23	856(A)	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	LF	112	$ 18.00	$ 2,016.00	$ 25.00	$ 2,800.00	$ 30.25	$ 3,388.00	$ 29.00	$ 3,248.00	$ 30.00	$ 3,360.00	$ 35.00	$ 3,920.00
24	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	$ 7,500.00	$ 7,500.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 35,000.00	$ 35,000.00	$ 11,500.00	$ 11,500.00	$ 12,350.00	$ 12,350.00
25	SPECIAL	INLET CI W/ 5 GRATES & 5 HOODS	SY	1	$ 10,000.00	$ 10,000.00	$ 8,000.00	$ 8,000.00	$ 10,000.00	$ 10,000.00	$ 14,000.00	$ 14,000.00	$ 12,550.00	$ 12,550.00	$ 11,000.00	$ 11,000.00
26	SPECIAL	PROJECT SIGN	EA	2	$ 1,000.00	$ 2,000.00	$ 900.00	$ 1,800.00	$ 1,250.00	$ 2,500.00	$ 1,000.00	$ 2,000.00	$ 1,200.00	$ 2,400.00	$ 2,500.00	$ 5,000.00
						$ 2,246,705.00		$ 1,637,624.00		$ 1,891,301.00		$ 1,917,338.00		$ 1,966,978.00		$ 2,333,514.00

I certify that this is a true and correct Tabulation of Bids received at 1:45pm on April 7, 2026. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Jake Ketner
Transportation Project Manager

Tri-Star Construction, LLC

1880 N 166th E Ave
Tulsa, OK 74166

Phone: 918-439-9155
Fax:918-439-5802

TRANSMITTAL

Transmittal Number: 29

PROJECT: 2526
Houston Street Improvements 23rd Street to Old Highway 51

DATE: 04/13/2026

REF: Submittal Document No - 2526-19R1

TO: City of Broken Arrow
485 N Poplar Avenue
Broken Arrow, OK 74012

JOB: 2526

PROJECT: 9905708

RE: Timothy Hopkins

CONTRACT: ST1926A & WL26040

WE ARE SENDING YOU:		**VIA:**	
	þ Attached		¨ U.S. Mail
	¨ Under Separate Cover		¨ Fax, Total No. of Pages:
			¨ Other

THE FOLLOWING ITEMS:

þ Submittal ¨ Request For Proposal ¨ Request For Change ¨ Request For Information ¨

WE ARE SENDING YOU:		**ACTION:**	
þ For Approval	¨ For Your Use	¨ Approved As Submitted	¨ Approved As Noted
¨ As Requested	¨ For Review	¨ Revise And Resubmit	¨ Rejected
¨	¨	¨	¨

REMARKS:

Tri-Star Construction, LLC ("Tri-Star") is transmitting the following submittal for your review and approval. If you have any questions, please feel free to contact me.

Signed: _____
Shaun Hinkle

Date: 04/13/2026

Tri-Star Construction, LLC

1880 N 166th E Ave
Tulsa, OK 74166

SUBMITTAL

Submittal Number: 2526-19R1

PROJECT: 2526
Houston Street Improvements 23rd Street to Old Highway 51

DATE: 04/13/2026

TO: City of Broken Arrow
485 N Poplar Avenue
Broken Arrow, OK 74012

JOB: 2526

PROJECT: 9905708

RE: Timothy Hopkins

CONTRACT: ST1926A & WL26040

CC:

Timothy Hopkins	485 N Poplar Avenue	Broken Arrow, OK 74012
Travis Small	485 N Poplar Avenue	Broken Arrow, OK 74012
Nathan Kohl	485 N Poplar Avenue	Broken Arrow, OK 74012
David Cross	5100 E Skelly Dr	Tulsa, Ok 74135
Matt Bauman	1880 N. 166th E. Ave	Tulsa, OK 74116
Luis Rodriquez	1880 N. 166th E. Ave	Tulsa, OK 74116

Regarding:

Traffic Control & Detour Plan R1

We hereby submit the following for your approval.

DRAW/SPEC. NO.	SECTION NO.	ITEM NO.	DESCRIPTION
			Traffic Control & Detour Plan for Night Closure R1

Remarks:

Tri-Star Construction, LLC ("Tri-Star") is submitting the revised traffic control & detour plan that we intend to utilize for the night closure on E. Houston St from S. 28th Pl to Old Highway 51 in order to install inlet 18 & 20 storm crossing.

Tri-Star expects the closures to be April 27th - 28th from 7:00 PM - 6:00 AM and April 28th - 29th from 7:00 PM - 6:00 AM.

Traffic westbound will be diverted up Old Highway 51 and down County Line Rd. Eastbound traffic will be vice versa.

If you have any questions, please feel free to contact me.

Please respond by: 04/20/2026

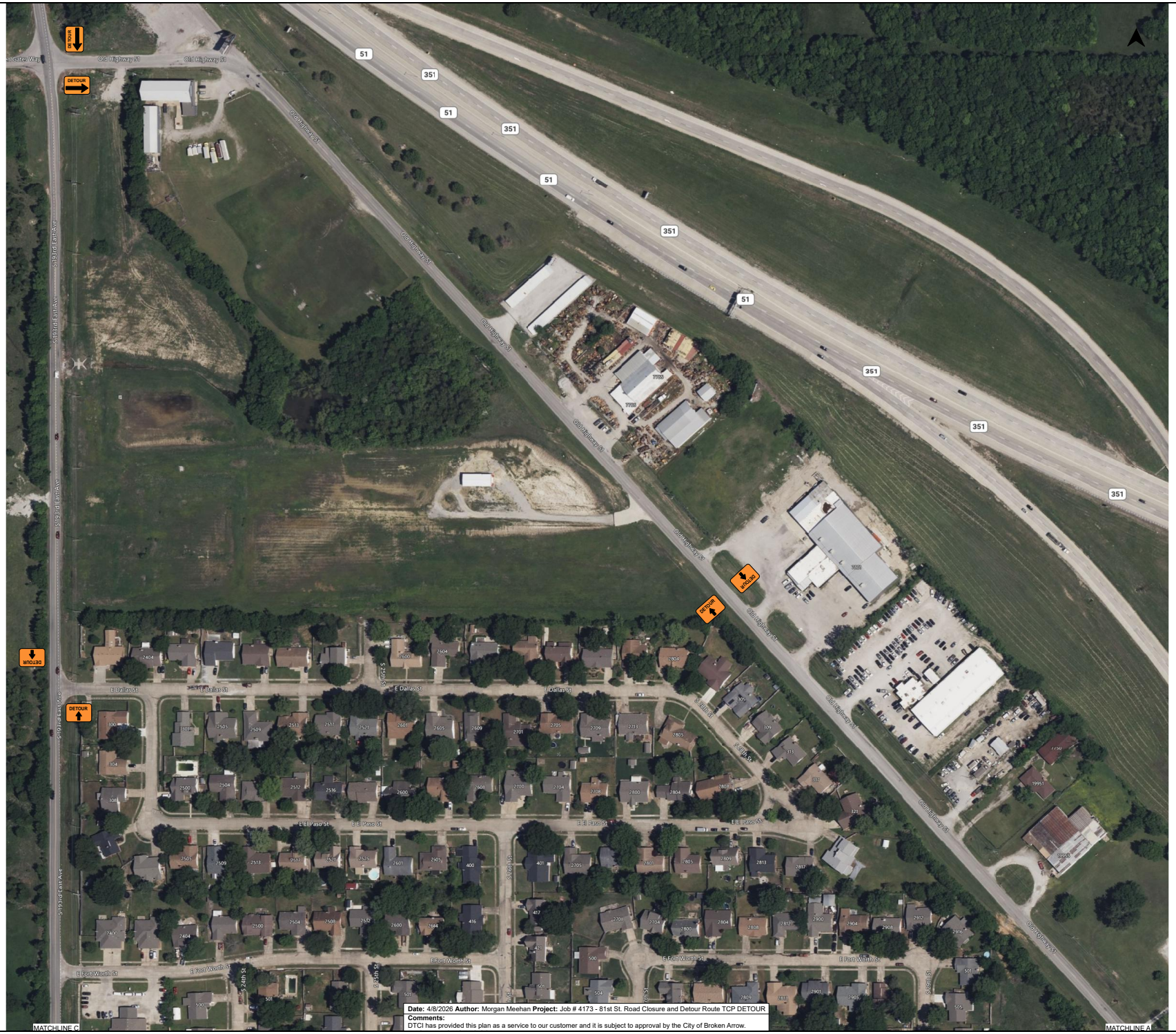
Shaun Hinkle
Tri-Star Construction, LLC

Timothy Hopkins
City of Broken Arrow

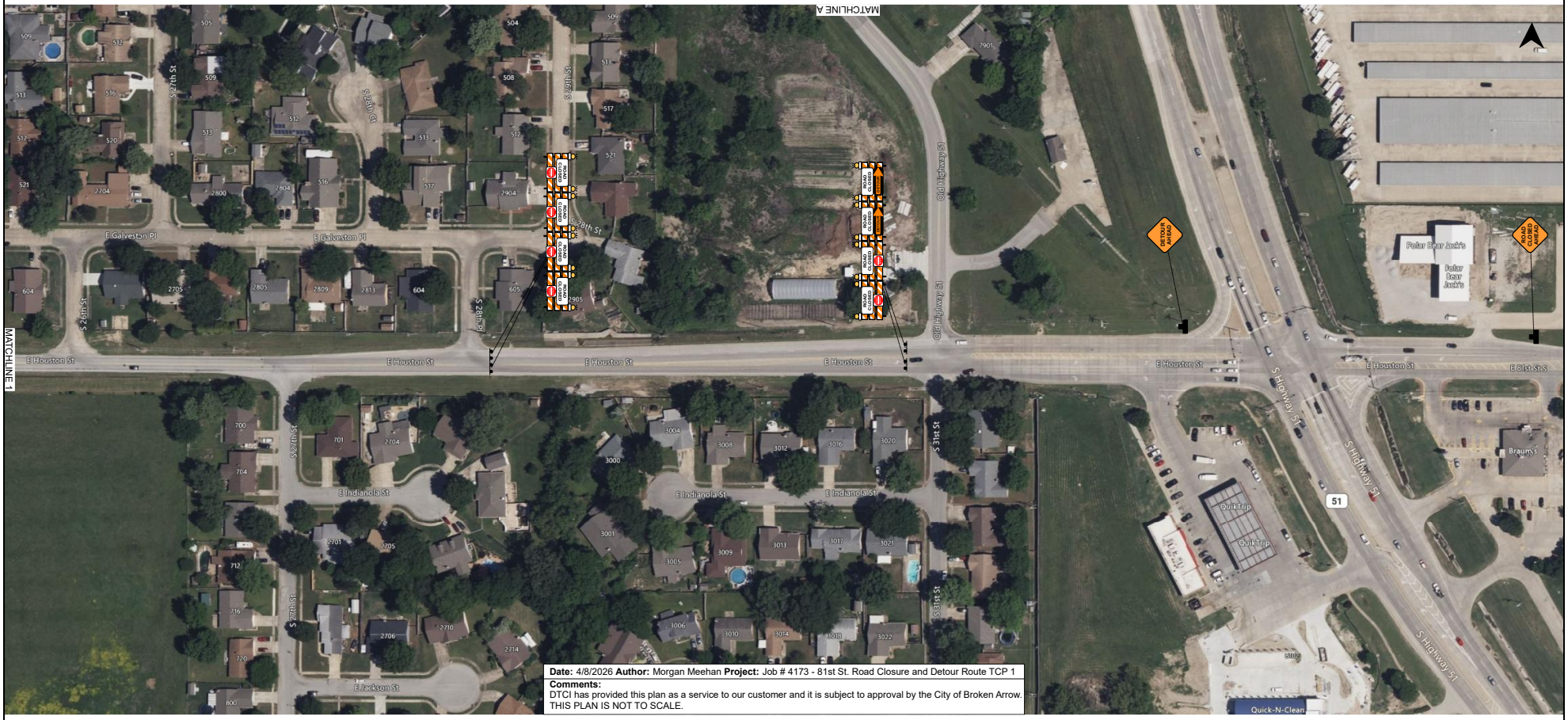


Date: 4/8/2026 **Author:** Morgan Meehan **Project:** Job # 4173 - 81st St. Road Closure and Detour Route TCP 2

Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow. THIS PLAN IS NOT TO SCALE.



Date: 4/8/2026 **Author:** Morgan Meehan **Project:** Job # 4173 - 81st St. Road Closure and Detour Route TCP DETOUR
Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow.


MATCHLINE A
MATCHLINE 1
E Houston St
E Galveston Pl
E Indianola St
E Jackson St
S 26th St
S 27th St
S 28th St
S 29th St
S 30th St
S 31st St
Old Highway 51
S Highway 51
E 81st St S
ROAD CLOSED
DETOUR AHEAD
Polar Bear Jack's
QuikTrip
Braum's
Quick-N-Clean
51
Date: 4/8/2026 Author: Morgan Meehan Project: Job # 4173 - 81st St. Road Closure and Detour Route TCP 1
Comments:
DTCI has provided this plan as a service to our customer and it is subject to approval by the City of Broken Arrow.
THIS PLAN IS NOT TO SCALE.

CITY OF BROKEN ARROW
Where opportunity lives

Street Closure Permit Application

Engineering and Construction Departm
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

405

Applicant Information

Company Name: Tri-Star Construction, LLC
Company Contact: Matthew Bauman
Address: 1880 N. 166th E. Ave
Contact Phone #: 918-440-9265
City, State: Tulsa, OK 74116
Contact Email: mbauman@tristarllc.net

Street Closure Information

Type of Closure

- ☐ Partial/One Lane
- ☒ Full Roadway
- ☐ Right of Way Work
- ☐ Sidewalk/Trail
- ☐ Other: _____

Roadway Type

- ☒ Arterial
- ☐ Industrial
- ☐ Residential
- ☐ Commercial

Project Association

- ☐ Private Project
- ☒ Public Project

Project Name: ST1926 Houston St Rdwy Impvt's

Road Name or Facility for Closure: E. Houston St

Location/Extents: Inlet 18 & 20 storm crossing between S. 28th Pl & Old Highway 51

Closure Period:
Closure Dates: Start: April 27-28, 2026 Finish: April 28-29, 2026
Closure Times: Start: 7:00 PM - 6:00 AM Finish: 7:00 PM - 6:00 AM

Closure Description/Overview

Tri-Star Construction, LLC ("Tri-Star") is requesting two night closures of E. Houston St from S. 28th Pl to Old Highway 51 for inlet 18 & 20 storm crossings required in conjunction with the above mentioned project. Tri-Star will reopen the roadway to traffic between the nightly closures.

Reason for Closure

Installation of storm pipe crossings required in conjunction with the above mentioned project.

NOTE: Application will not be approved without adequate Traffic Control Plan submitted with application

☒ I have read and understand the attached City of Broken Arrow Traffic Control Manual Chapter 8 - Work Zones. Furthermore, I agreed to release, indemnify and hold harmless the City of Broken Arrow from any liability for personal injuries or property damage sustained by any person in connection with any activities for which this permit is issued.

Shaun Hinkle		04/08/2026	580-231-1319/shinkle@tristarllc.net
Name (Print)	Signature	Date	Phone/Email

City of Broken Arrow Authorization - Ordinance No. 2837 § 23-28(a)

Engineering & Construction Director Concurrence	Assistant City Manager Recommendation	City Manager Authorization
Charlie Bright, PE	Kenneth Schwab, PE, CFM	Michael Spurgeon

RESOLUTION NO. 1739

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 12.0, CONSISTING OF 1,010 SQUARE FEET OF FEE SIMPLE PERMANENT RIGHT-OF-WAY LOCATED AT 9905 SOUTH 177TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA, IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DONATED BY JON C. BLANTON AND KATHERINE KELLIE BLANTON, AS TRUSTEES OF THE JON C. BLANTON REVOCABLE TRUST, DATED NOVEMBER 2, 2015, AND KATHERINE KELLIE BLANTON AND JON C. BLANTON, AS TRUSTEES OF THE KATHERINE KELLIE BLANTON REVOCABLE TRUST, DATED NOVEMBER 2, 2015, THE OWNERS, FOR THE 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET, PARCEL 12.0 (PROJECT NO. ST23280)

WHEREAS, the owners of Parcel 12.0, consisting of 1,010 square feet of fee simple permanent Right-of-Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, have donated right-of-way in conformance with the requirements for approval of a lot split application in TMAPC #17687; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 12.0 from Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 21st day of April, 2026.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

D. Graham Parker
_____
ASSISTANT CITY ATTORNEY

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes
Contract Change Order #3

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Wednesday, April 8, 2026
Contractor: Myers-Cherry Construction, LLC
Submitted By: David Myers

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) Change Order #3 is in regards to PR 007: Upper Roof Wall Panel Replacement. The scope of work includes removal of existing wall panels, metal stud infill, sheathing, fluid-applied vapor barrier, hat channel install, roof blocking, new metal panels, sheet metal flashing, and trims.

2) Total cost of the Change Order is $76,901.00. However, owner contingency will cover $17,736.37. This brings the Change Order cost to $59,164.53. This also includes 10% markup as well.

Change in Contractual Project Time:

1) This will add 10 days to contract time.

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Roofing/Siding Commitment, Metal Studs/Drywall	LS	$69,910.00	1	$	69,910.00
2		10% Overhead and Profit	LS	$6,991.00	1	$	6,991.00
3		Owner's Contingency Allowance	LS	($17,736.37)	1	$	(17,736.37)
					Total Change Cost:	$	59,164.63

Summary of Project Costs

Total Previous Change Orders:	$167,220.70	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ 59,164.63	Amended Contract Amount:	$ 2,573,885.33
Total Cost of Change Orders:	$ 226,385.33	Percent Change in Contract:	9.64%
Total Cost Applicable to CBA:	$226,385.33	Percent Change Applicable to CBA:	9.64%

Change Order Authorization

ange Order # 3 in the sum of: $ 59,164.63 has been reviewed by all parties and is recommended for approval by:

ange Order #

	Name	Signature	Date
Contractor Submitting Change Order:	David A Myers	David Myers Digitally signed by David Myers DN: C=US, E=dmyers@myers-cherry.com, O="Myers-Cherry Construction ", CN=David Myers Date: 2026.04.08 11:26:52-05'00'	4/08/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/8/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/10/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/11/2026
City Manager:	Michael Spurgeon		

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

or

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

☐

Council Agenda Number:_____ City Clerk:_____

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes

Contract Change Order

Project Name: Aspen Ave and Tucson Ave Street Improvements
Project Number: ST2031
PO Number: 2602
Date of Application: Tuesday, March 24, 2026
Contractor: Diversified Civil Contractors
Submitted By: Raymond Carroll

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) Project Signs
2)

Change in Contractual Project Time:

1)
2)

Plan Sheets or Additional Documents Attached: ☐ Yes ☐ No ☑ Other: Cost Breakdown Form

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Project Signs	4	$ 1,175.00	4	$ 4,700.00
						$ -
						$ -
					Total Change Cost:	$ 4,700.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 517,535.50
Current Change Order:	$ 4,700.00	Amended Contract Amount:	$ 522,235.50
Total Cost of Change Orders:	$ 4,700.00	Percent Change in Contract:	0.91%
Total Cost Applicable to CBA:	$ 4,700.00	Percent Change Applicable to CBA:	0.91%
			Max 15%

Change Order Authorization

Change Order # 1 in the sum of: $ 4,700.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Raymond Carroll	Raymond Carroll	3/24/2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	3/24/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	3/31/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/10/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number:_____ City Clerk:_____

COST BREAKDOWN FOR SUPPORT OF DCC PROPOSED CHANGE ORDER NO 1

RE: Project Signs
Contract #: ST2031 **Date:** 3/12/2026
Project: Aspen and Tucson Intersection Improvements
Contractor:

Cost Breakdown to have the traffic control subcontractor install project signs.

Description of Work:

(1) Subcontractor:

Type	Unit	Cost/Unit	Total Units	Amount
Project Signs	4	$1,000.00	4	$4,000.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	$4,000.00

(5) Fees & Misc Expenses

Items	Units	Cost	Quantity	Amount
			Sub-Total	$0.00
*NOTE: Based off Fuel Price of $5.19/Gal			10% Profit	$0.00
			Total	$0.00

Sub-Contractor Cost (4)		$4,000.00
Mark-up On Sub-Contractor (10%)		$600.00
Contractor Cost (Direct Cost)(Excludes Subcontractor Cost)(1,2,3,5)		$0.00
Contractor Cost (Labor Burden)		$0.00
Contractor Profit (10% of 1,2,3,5)		$0.00
Contractor Subtotal		$4,600.00
Insurance Cost	2.50%	$100.00
Contractor Bond Fee (If Applicable) (2.5%)		$0.00

Total Lump Sum Cost for Work Described	**$4,700.00**

If Not Lump Sum, Cost Per Unit	**Total Cost**	**$4,700.00**
	Quantity	**1**
	Cost per Unit	**$4,700.00**

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Engineering and Construction Departmen
485 N. Poplar, Broken Arrow, OK. 7401
Fax: 918-259-8453 - Office: 918-259-7000

410

Contract Change Order # 1

Project Name: Park Maintenance Building Events Park
Project Number: 2560140
PO Number: 22601555
Date of Application: Wednesday, April 8, 2026
Contractor: Builder's Unlimited, Inc.
Submitted By:

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) At the direction of COBA Contract Administrator, BUI is requesting a deductive change order for the unused Contingency Allowance

Change in Contractual Project Time:

1) N/A

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
13		Contingency Allowance	LSUM	$ 20,000.00	-0.8995	$ (17,990.00)
						$ -
						$ -
					Total Change Cost:	$ (17,990.00)

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 308,294.00
Current Change Order:	$ (17,990.00)	Amended Contract Amount:	$ 290,304.00
Total Cost of Change Orders:	$ (17,990.00)	Percent Change in Contract:	-5.84%
Total Cost Applicable to CBA:	$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ (17,990.00) has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Cassidy Fisher	Cassidy Fisher	4-8-26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/8/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/10/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/11/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number:
City Clerk:

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: GEODECA LLC

b. Telephone No.: 918.949.4064

c. Address: 6028 S 66th E Ave, Tulsa, OK 74145

2. PROJECT TITLE AND LOCATION: BROKEN ARROW GATEWAY SIGNS PHASE II

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

4. Compensation: Professional Service Provider shall be compensated with a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign A, a lump sum of Nine Hundred Fifty and No/100 ($950.00) for Sign B, a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign C, and a lump sum of One Thousand Nine Hundred Fifty and No/100 ($1950.00) for Sign D for the total compensation under this contract is Not to Exceed Six Thousand Eight Hundred and No/100 ($6,800.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Thirty (30) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service

Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

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

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

a. This Contract

b. Attachment A to this Contract
c. Duly Authorized Amendments arising out of this Contract

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

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

Date: 4/10/2026

Attest: Curtis Green
City Clerk [Seal]

Date: 4/10/2026

Professional Service Provider:
GEODECA LLC

By:
Name:

Title: P.L.S. MEMBER

Date: 3/20/24

Attest:
By:
Name:
Title: Managing Member

Date: 3/20/24

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20 day of March 2026, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of GEODECA LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

comm exp: 01-12-2030
#26000332

Notary Public

VICTORIA COLON ESTRADA
NOTARY PUBLIC
COMM. EXP.
01-12-2030
#26000332
IN AND FOR
STATE OF OKLAHOMA
TULSA COUNTY

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Broken Arrow Gateway Signs Phase II. Services performed to include a legal description, initial field work and construction staking for Sign A (Tulsa County Acc # 99436-94-36-24110), Sign C (Wagoner County Acc # 730006954), and Sign D (Wagoner County Acc # 730005468). Additionally, services performed to include a legal description, and construction staking for Sign B (Tulsa County Acc # 83655-84-08-33810). Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a legal description and construction staking for all signs, and initial field work for Signs A, C, and D. Sign locations are shown in Appendix 1.

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

[END OF ATTACHMENT A]

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
BROKEN ARROW GATEWAY SIGNS PHASE II
PROJECT NUMBER: 201710

APPENDIX 1

KEY PLA

EXISTING POND

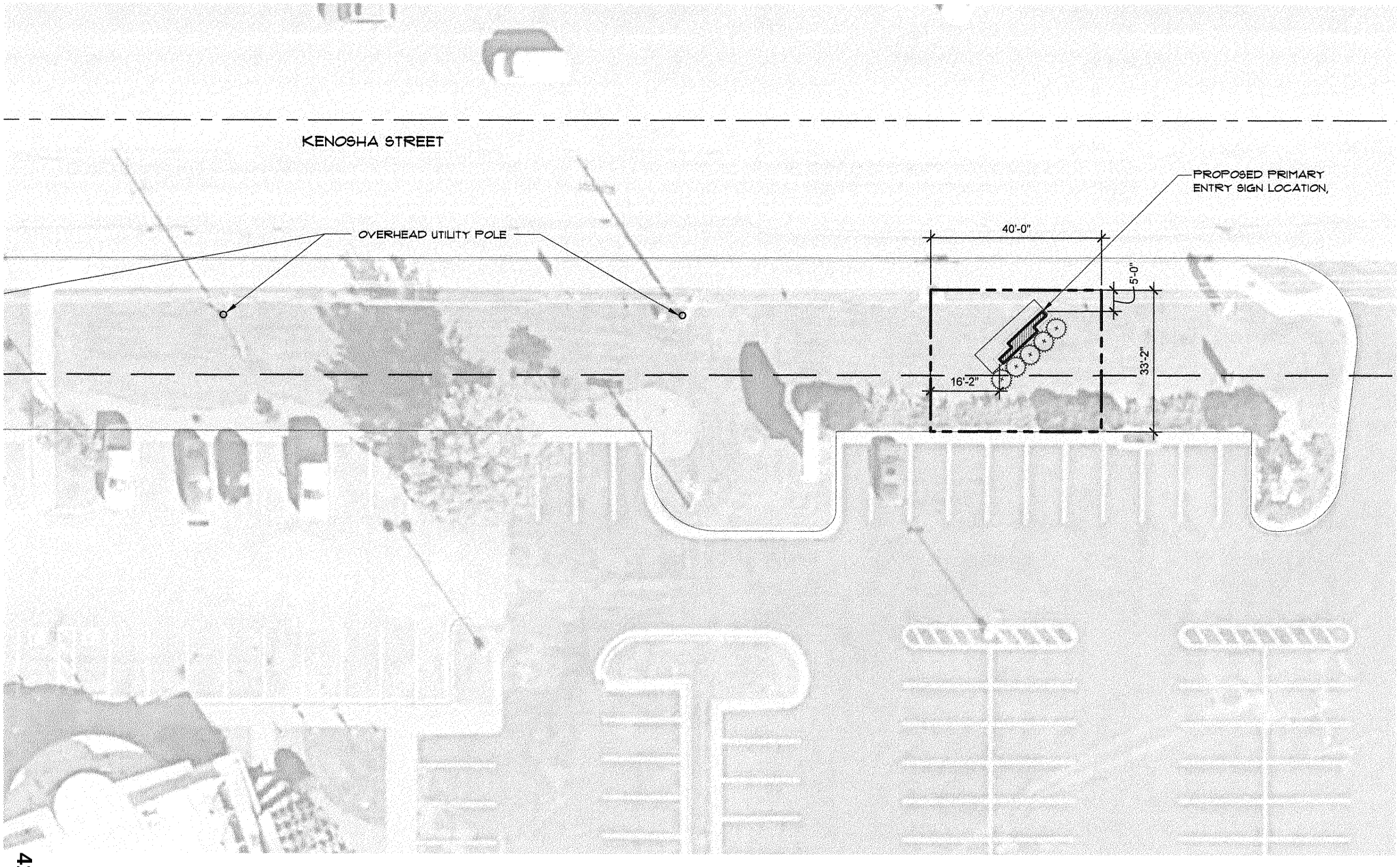
PROPOSED PRIMARY
ENTRY SIGN LOCATION

ALIGN CORNER OF SIGN WITH
SLOPE FOR POND

30'-0"

30'-0"

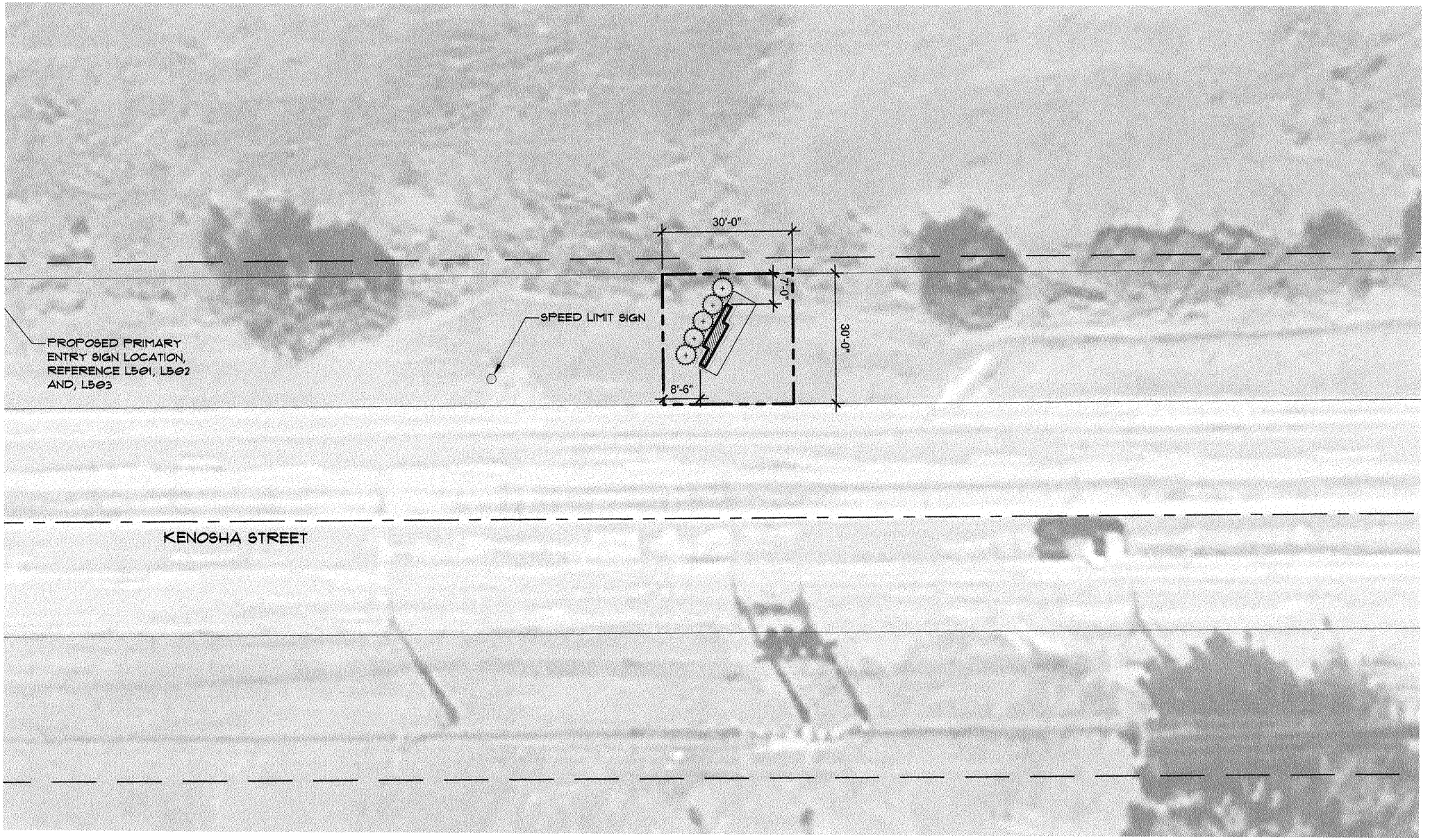
97TH ST

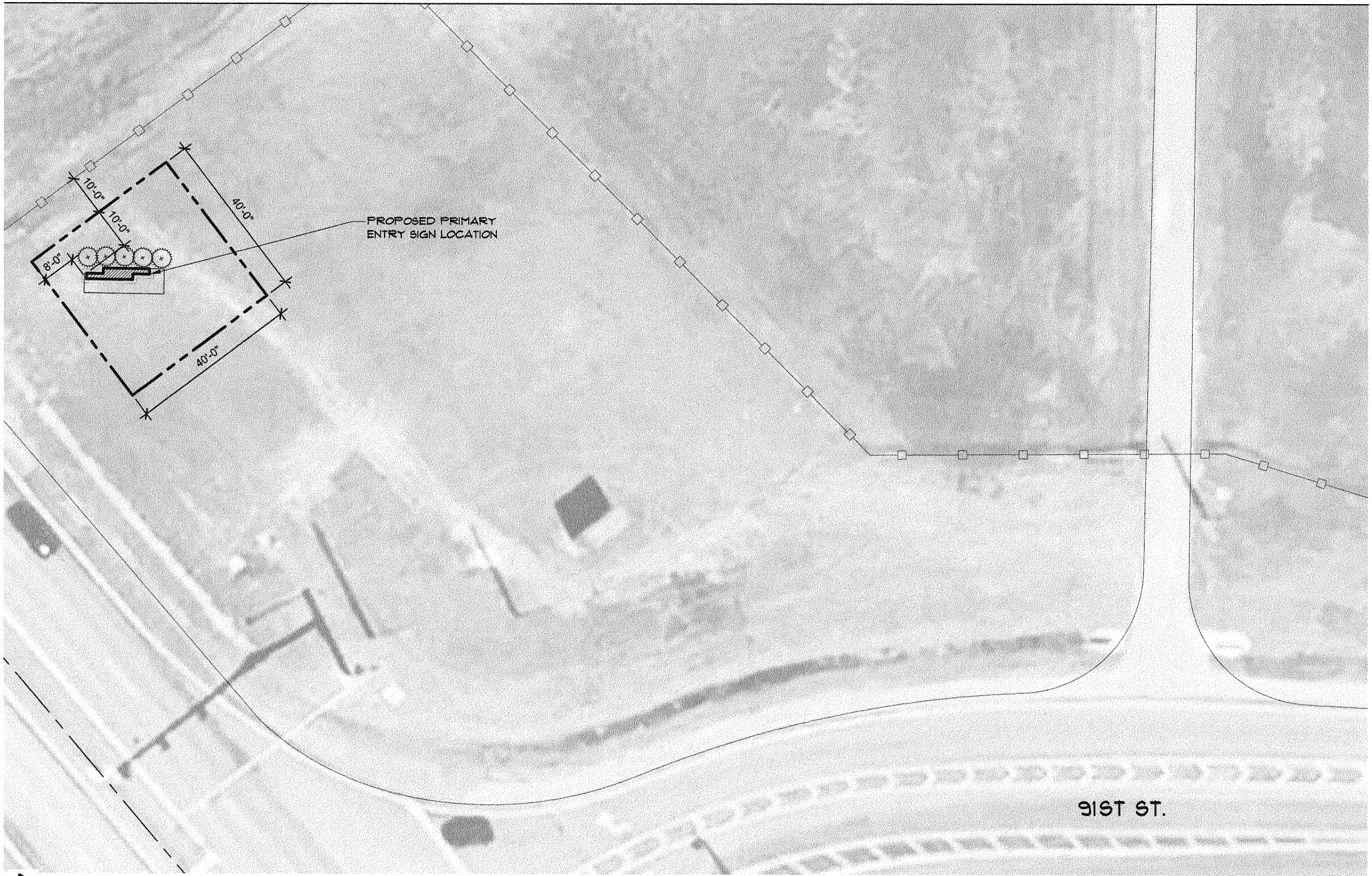

KENOSHA STREET
OVERHEAD UTILITY POLE
PROPOSED PRIMARY
ENTRY SIGN LOCATION,
40'-0"
5'-0"
33'-2"
16'-2"

KEY PLAN



KEY PLA


30'-0"
7'-0"
30'-0"
8'-6"
SPEED LIMIT SIGN
PROPOSED PRIMARY
ENTRY SIGN LOCATION,
REFERENCE L501, L502
AND, L503
KENOSHA STREET


10'-0"
10'-0"
40'-0"
8'-0"
40'-0"
PROPOSED PRIMARY
ENTRY SIGN LOCATION
91ST ST.

AMENDMENT NO. 3
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSER SCHAEFER ARCHITECTS
FOR
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT NO. 2417170

THIS **AMENDMENT NO. 3**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSER SCHAEFER ARCHITECTS, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise conceptual survey to Topographic/ALTA survey with additional services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 3 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.
This Amendment requires CONTRACTOR to provide Geotechnical Investigation Report.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	$ 174,500.00
Amendment No. 1 executed September 5, 2025	$ 1,359,574.00
Amendment No. 2, remove survey fee	$ (19,500.00)
Amendment No. 2, lump sum	$ 17,500.00
Amendment No. 2, lump sum	$ 5,700.00
Amendment No. 2, not to exceed	$ 1,750.00
Amendment No. 3, not to exceed	$ 11,500.00
Revised Total Contract Amount	$ 1,570,524.00

.

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 3 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 3 is effective upon signature of both parties.

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

SELSER SCHAEFER ARCHITECTS

By: _____
Hank Spieker, AIA, Partner

Date: 14 APRIL 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Shane D. Aaron, AIA, President

Date: 14 APRIL 2026

Approved as to form:

D. Graham Parker 4/14/2026
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 14 day of April, 2026, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSER SCHAEFER ARCHITECTS, 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:

June 26, 2026

Notary Public

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Providing Professional Geotechnical Surveying and Related Support Services associated with Broken Arrow Municipal Services Administration Building, located on the Northeast corner of Main and Washington. Services performed to include 12 bores, lab testing, and a full Geotechnical Analysis and Report. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

2.0 SCOPE OF SERVICES

2.1 The scope of services for geotechnical engineering will consist of field exploration, laboratory testing and engineering/project delivery. These services are described in the following sections.

2.2 Field Exploration:

2.2.1 Field exploration will consist of (5) five boring locations of a planned boring depth of 20 feet within proposed building area and (7) seven boring locations of a planned boring depth of 10 feet within proposed pavement areas.

2.2.2 Exploration team will prepare field boring logs to record sampling depths, penetration distances, other relevant sampling information, visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samplings. In addition, groundwater levels within boreholes will be observed and recorded.

2.2.3 Reasonable efforts will be made to reduce damage to the property as a result of the exploration activities. However, in the normal course of services, some disturbance (such as rutting of the ground surface and damage to pavements, or landscaping) could occur.

2.2.4 All boring locations will be backfilled with auger cuttings and/or bentonite pellet borings in accordance with Oklahoma Water Resources Board requirements upon completion. Services do not include repair of the site beyond backfilling boreholes. Excess auger

cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, it is recommended that boreholes be periodically checked and backfilled by the property owner, if necessary.

2.3 Laboratory Testing:

2.3.1 A project engineer will review the field data and assign laboratory tests. Exact types and number of tests cannot be defined until completion of fieldwork, but the following laboratory testing is anticipated to be performed:

2.3.1.1 Moisture content

2.3.1.2 Atterberg limits

2.3.1.3 Grain size analysis

2.3.2 The laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the results of the field and laboratory programs, description and classification of soil samples in general accordance with the Unified Soil Classification System (USCS) will be provided.

2.4 Engineering and Project Delivery:

2.4.1 The results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

2.4.1.1 Boring logs with field and laboratory data

2.4.1.2 Stratification based on visual soil and rock classification

2.4.1.3 Groundwater levels observed during and after the completion of drilling

2.4.1.4 Site Location Plan and Exploration Plan

2.4.1.5 Subsurface exploration procedures

2.4.1.6 Description of subsurface conditions

2.4.1.7 Earthwork considerations including site preparation, fill materials, and compaction requirements

2.4.1.8 Design and construction considerations for foundations, including allowable bearing pressure and estimated settlement and other design parameters

2.4.1.9 Seismic site class according to the International Building Code (IBC)

2.4.1.10 Opinions of minimum pavement section thicknesses

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSER SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 GEOTECHNICAL SURVEY: The CONSULTANT shall submit in-full geotechnical report and analysis in a pdf format via email, data download, or memory stick.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
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CITY OF BROKEN ARROW (OWNER)
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PROJECT 2417170

COMPENSATION AND ADDITIONAL SERVICES

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 Geotechnical Investigation Report: The OWNER shall pay the CONSULTANT a lump sum amount of $11,500 for the completion of the Geotechnical Investigation. This amount includes all labor, material, overhead and profit associated with the Scope of Services

ATTACHMENT D
TO
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PROJECT 2417170

PROJECT SCHEDULE

The projected schedule for completion of our construction documents, excluding additional services, is approximately 6 weeks after notice to proceed, which makes reasonable allowances for timely reviews, coordination and approvals by Owner and Consultant, which may extend the scheduled completion date.

Project Planning	1 Week (after notice to proceed)
Field Work	3 Weeks (after notice to proceed)
Engineering Report	2 Weeks (after completion of Field Work)

APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
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Subject Study Area

