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, July 14, 2026 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

AMENDED AGENDA

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A. 26-1023 Approval of the City Council Special Meeting Minutes of June 15, 2026

B. 26-1025 Approval of the City Council Meeting Minutes of June 15, 2026

C. 26-978 Acceptance of Planning Commission meeting minutes of May 28, 2026

D. 26-988 Acceptance of Planning Commission meeting minutes of June 11, 2026

E. 26-1018 Acceptance of Temporary Construction Easements for Parcels 2.A and 6.A, consisting of 9,839.59 square feet and 900.95 square feet, respectively, of temporary construction easement generally located one-quarter mile north and east of the intersection of South Aspen Avenue and West Florence Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Quapaw Investments, L.L.C., an Oklahoma limited liability company, and Dunham Six, L.L.C., an Oklahoma limited liability company, for the Waterford Park Erosion Mitigation, Parcels 2.A and 6.A (Project No. SW26110)

F.	26-1000	Acceptance of a Temporary Construction Easement consisting of 540 square feet of easement, located at 1550 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from The First Primitive Baptist Church, called New Hope, for the College Street Improvements-9th Street to 12th Street, Parcel 1.1 (Project No. ST26020)
G.	26-922	Approval of and authorization to execute a renewal agreement with Davis H. Elliot for Highway 51 Street Lighting Services (Broken Arrow Expressway)
H.	26-932	Approval of and authorization to execute the second renewal for gasoline and diesel to Offen Petroleum LLC
I.	26-973	Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Hall Estill, Attorneys at Law for providing counsel and legal advice regarding Environmental law
J.	26-976	Approval of and authorization to execute a Purchase and Sales Agreement for real property located at 401 East Dallas Street, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1758, a Resolution of the City of Broken Arrow ratifying, approving, authorizing and accepting a contract for sale of real estate for real property located in Broken Arrow, Tulsa County, Oklahoma and more particularly described as 'All of Lot Six (6), Block Two (2), BARRY DAYTON-MEDALLION NO. 1, an Addition to the City of Broken Arrow, Oklahoma, according to the official plat thereof, on file in the Tulsa County Clerk's Office, State of Oklahoma, (the "real property") in accordance with the terms of a certain contract for sale of real estate by and between the City of Broken Arrow and William J. Fox and Suzanne Fox; approving and authorizing purchase of the real property pursuant to the contract for sale of real estate; and authorizing the City of Broken Arrow expenditure of the sum $178,000.00 to effect such purchase, as well as reasonable and necessary costs; designating representatives of the City of Broken Arrow, for purposes of granting certain approvals and executing certain instruments as required under, and in connection with, said assignment and Approval of and authorization to execute a Purchase and Sales Agreement for the aforementioned real property and containing other provisions relating thereto (Project No. ST25320)
K.	26-993	Approval of and authorization to execute Agreement for Professional Consultant Services with Geodeca, LLC for Professional Surveying and Related Support Services for the City of Broken Arrow (2752050)
L.	26-1073	Approval of and authorization to execute an amendment to the existing NeoGov/Biddle agreement to add TestGenius effective July 1, 2026

M.	26-991	Approval of and authorization to execute Change Order #4 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)
N.	26-997	Approval of and authorization to execute the FY27 Professional Services Agreement between the City of Broken Arrow and Sparkloft Media
O.	26-1076	Approval and authorization to Execute Budget Amendment Number 1 for Fiscal Year 2027
P.	26-1001	Approval of and authorization to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract
Q.	26-1002	Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement
R.	26-1067	Approval of and authorization to execute Agreement for Professional Consulting Services with WSB, LLC for the design of Graves Scout Ranch Low Water Crossing Improvements (Project Number SW26230)
S.	26-1003	Approval of and authorization to purchase annual maintenance for Dell Servers, Storage and Cisco Network Hardware through Park Place Technologies
T.	26-1009	Approval of and authorization to rescind the contracts awarded for Concrete supply vendors for FY27
U.	26-1019	Approval of and authorization to award the lowest responsible bid to BJ's Oilfield Construction, and approve the execution of a construction contract for the Diocese Channel Stabilization (SW24080)
V.	26-1020	Approval of and authorization to execute Change Order #3 with Grade Line Construction, LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)
W.	26-1021	Approval of and authorization to renew the City's subscription to SolarWinds Orion Network Manager HCO through SHI, pursuant to the Oklahoma State Purchasing Contract
X.	26-1066	Approval of and authorization to execute the purchase of two sets of power-operated telescoping bleachers from OMNIA Partners Cooperative Contract and declare two sets of old bleachers as surplus and authorize their disposal
Y.	26-1022	Approval of and authorization to renew our subscription to KnowBe4 cyber security PhishER and Security Awareness Training
Z.	26-1029	Approval of and authorization for the annual subscription payment to FUSUS Real Time Crime Center Software

AA. 26-1030 Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2027

AB. 26-1063 Approval of PT-002609-2025|PR-000831-2025, Conditional Final Plat Aequitas, 5.86 acres, 2 lots, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain) via BAZ-002280-2025 and PUD-002281-2025, located just south of West Tucson Street (121st Street South) and one-third mile west of South Elm Place (161st East Avenue)

AC. 26-1100 Approval of BAZ-002903-2026, Spicer rezoning, 6.2 acres, AG (Agricultural) to RS (Single-Family Residential), located approximately one-quarter mile north of East Kenosha Street (71st Street), one-quarter mile east of Oneta Road (241st E. Avenue)

AD. 26-1074 Approval of Resolution No. 1759 ratifying and approving the City Attorney's execution and approval as to form of a Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement in Oakmont Hills, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number: CV-2026-647, concerning portions of sanitary sewer easements previously closed by Ordinance Nos. 3895 and 3896

AE. 26-970 Approval of and authorization to execute Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 79th Street (Midway Road) and Kenosha Street Intersection Widening project (Project Number ST24230)

AF. 26-1080 Acknowledgement of City of Broken Arrow's response dated June 26, 2026 to Oklahoma Department of Environmental Quality Notice of Violation, SWM-040001-26-1 dated May 15, 2026

AG. 26-981 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

AH. 26-994 Approval of and authorization to execute Change Order #1 with Scissor Tail Construction LLC for the Grain Silo Improvements project (2417300)

AI. 26-1006 Ratification of the Claims List Check Register Dated June 30, 2026

AJ. 26-1032 Ratification of the Claims List Check Register FY27 Dated July 06, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-1035 Presentation of a Citation of Recognition signed by the Mayor and presented to the Youth on Guard Memorial Foundation

B. 26-1036 Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring July 17-18, 2026, as Oklahoma PTA Days

C. 26-1057 Presentation, discussion and possible direction by City Council on the proposed Manual of Fees

D. 26-1038 Consideration discussion and possible direction to construct traffic calming devices along South Oak Avenue in the Aspen Creek I subdivision in accordance with the Traffic Calming Policy

E. 26-1043 Public hearing, consideration, discussion, and possible action regarding the rezoning application for Creek Line Village, BAZ-002826-2026 (Rezoning) 39.18 acres from A-1 (Agriculture) to RS-P (Residential Single-Family- Preservation) located approximately one-quarter mile north of the Creek Turnpike and just west of 23rd Street (County Line Road/193rd East Avenue)

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. 26-931 Consideration, discussion, and possible approval of Resolution No. 1752 adopting updated City Council Rules of Procedure for Submission of Agenda Items

B. 26-1031 Consideration, discussion, and possible approval of previously tabled item "Consideration, discussion and possible approval of a Noise Ordinance waiver for Broken Arrow Lacrosse Club to host a 24-hour tournament on August 8, 2026, at Nienhuis Park"

C. 26-1040 Consideration, discussion, and possible approval of and authorization to execute Amendment 1 to the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340)

D. 26-1078 Consideration, discussion, and possible approval of and authorization to execute a construction variance for Project SAM

E. 26-1034 Consideration, discussion and possible approval of PUD-002825-2026 (Planned Unit Development) and BAZ-002901-2026 (Rezoning), BA Townhomes at Bricktown, 2.53 acres, RS (Single Family Residential) to RMF (Residential Multi-Family), located one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue)

F. 26-1056 Consideration, discussion, and possible approval of BAZ-002875-2026 (Rezoning), CSD Lynn Lane Rezoning, 1.89 acres, IL (Industrial Light) to CH (Commercial Heavy), located one-eighth mile south of Houston Street (81st Street), east of 9th Street (177th E. Avenue/Lynn Lane Road)

10. Preview Ordinances

A. 26-1079 Consideration, discussion and possible preview of an Ordinance adding Section 2-190 to Chapter 2 - Administration, Article X - Department of Finance, implementing cash payment rounding consistent with House Bill 3075 (The Oklahoma Common Cents Act), establishing Definitions, Applicability, Cash Collection Sites, Procedures, Accounting Requirements, and an Implementation Schedule; providing for Severability and Codification; and repealing all ordinances to the contrary

B. 26-923 Consideration, discussion, and possible preview of Ordinance No. 3928, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving PUD-002519-2025 (Planned Unit Development) and BAZ-002633-2026 (Rezoning), Aspen Creek Villas, 90.33 acres, located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue), granting RS-C zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

C. 26-942 Consideration, discussion, and possible preview of Ordinance No. 3934, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002651-2026 (Rezoning), The Pines at the Preserve IV, 119.05 acres, located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue), granting RS (Residential Single-Family) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

D. 26-944 Consideration, discussion, and possible preview of Ordinance No. 3936, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002485-2025 (Rezoning), Snyder Rezone, 21.81 acres, located one-eighth mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave.), granting RS-P zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

E. 26-1069 Consideration, discussion, and possible preview of an Ordinance 3940 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002194-2025, located one-third mile North of Houston Street (81st Street) and one-tenth mile East of Elm Place, at the northeast corner of the intersection of Broadway Avenue and Date Avenue, granting DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

F. 26-1070 Consideration, discussion, and possible preview of an Ordinance 3943 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002310-2025, located at the southwest corner of the intersection of Kenosha Street (71st Street) and Oneta Road (241st E Avenue/65th Street), granting Commercial Heavy (CH) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

G. 26-1071 Consideration, discussion, and possible preview of an Ordinance 3944 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002232-2025, located south of the southeast corner of the intersection of Kenosha Street (71st Street) and 23rd Street (193rd E Avenue/County Line Road), granting Office Neighborhood (ON) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

H. 26-1072 Consideration, discussion, and possible preview of an Ordinance 3945 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002374-2025 and PUD-002550-2025, and abrogating the portion of PUD-193 that is on this property, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, and one-half mile west of Evans Road (255th E Avenue), granting Industrial Light (IL) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

I. 26-1044 Consideration, discussion, and possible preview of an ordinance closing a utility easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002666-2026)

J. 26-1045 Consideration, discussion, and possible preview of an ordinance closing a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002668-2026)

K. 26-1046 Consideration, discussion, and possible preview of an ordinance closing a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002670-2026)

L. 26-1047 Consideration, discussion, and possible preview of an ordinance partially closing a sanitary sewer easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002671-2026)

11. Ordinances

A. 26-1096 Consideration, discussion, and possible preview of Ordinance No. 3924, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002575-2025 (Rezoning) and PUD-002514-2025 (Planned Unit Development) and, Pediatrics Plus, located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue), granting CG & AG zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

B. 26-1097 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3924; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 26-1094 Consideration, discussion, and possible adoption of Ordinance 3925 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002489-2025 and PUD-2490-2025 (Planned Unit Development), located west of the Creek Turnpike, east of North 37th Street (South 209th East Avenue), and north of East Houston Street (East 81st Street) granting CH (Commercial Heavy) and IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

D. 26-1095 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3925; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

E. 26-1098 Consideration, discussion, and possible adoption of Ordinance 3926 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002505-2025, located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue), granting IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

F. 26-1099 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3926; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

G. 26-1091 Consideration, discussion, and possible adoption of Ordinance 3927 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

H. 26-1093 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3927; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

I. 26-1081 Consideration, discussion, and possible adoption of Ordinance 3930 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002425-2025 and PUD-2428-2025 (Planned Unit Development), located at the northeast corner of the intersection of New Orleans Street (101st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

J. 26-1082 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3930; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

K. 26-1083 Consideration, discussion, and possible adoption of Ordinance 3931 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002491-2025, located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue), granting ON (Office Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

L. 26-1084 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3931; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

M. 26-1085 Consideration, discussion, and possible adoption of Ordinance 3932 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002200-2025, located at the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane), granting RS-4 (Single-Family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

N.	26-1086	Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3932; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
O.	26-1087	Consideration, discussion, and possible adoption of Ordinance 3933 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002202-2025, located at the just north and east of the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CN (Commercial Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
P.	26-1088	Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3933; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
Q.	26-1048	Consideration, discussion, and possible adoption of Ordinance No. 3937 closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002260-2025)
R.	26-1052	Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3937; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002260-2025)
S.	26-1049	Consideration, discussion, and possible adoption of Ordinance No. 3939 closing a sanitary sewer easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002261-2025)
T.	26-1053	Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3939; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002261-2025)
U.	26-1050	Consideration, discussion, and possible adoption of Ordinance No. 3941 closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002262-2025)

V. 26-1054 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3941; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002262-2025)

W. 26-1051 Consideration, discussion, and possible adoption of Ordinance No. 3942 closing a water line easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002263-2025)

X. 26-1055 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3942; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002263-2025)

12. Remarks and Inquiries by Governing Body Members

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

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

1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Sandra Dahl, Tort Claim No. TRT1658.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Daniel Lynch, Tort Claim No. TRT1840.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

3. A pending investigation and claim, including potential resolution, of a matter involving the November 18, 2024 Order annexing territory to RWD #5, and potential litigation involving RWD #5 related to water service to The Grove subdivision, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the claims and litigation, and disclosure will seriously impair the ability of the public body to process the proceeding in the public interest. Moreover, that the Executive Session is necessary to protect the confidentiality of the investigation and potential litigation. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-1023, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Approval of the City Council Special Meeting Minutes of June 15, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: $0

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **June 15, 2026, Meeting City Council Minutes**

Recommendation:
Approve the minutes of June 15, 2026, Special City Council Meeting (Municipal Services Building Presentation).

City of Broken Arrow
City Council
Special Meeting
Minutes

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

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

Tuesday, June 15, 2026 **Council Chambers**

1. Call to Order

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

2. Roll Call

Present: 5 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee
Council Member Justin Green Arrived at 5:01pm

3. Pledge of Allegiance to the Flag

Mayor Debra Wimpee led the Pledge of Allegiance.

4. General Council Business

A. 26-660 Presentation and discussion of the new Municipal Services Building project status (Project 2417170)

City Manager Michael Spurgeon thanked council members for agreeing to hold a special meeting to review the status of the Municipal Services Building. Mr. Spurgeon thanked Councilor Ford and Councilor Green for serving as liaisons between members of City Council and staff. Mr. Spurgeon introduced the Director of Engineering and Construction Charlie Bright.

Director of Engineering and Construction Charlie Bright opened the discussion of item 26-660, advising that based on a needs assessment, it was decided that a 60,000 square foot building would be necessary. It will be located on the northeast corner of Main Street and Washington. There has been a lot of talk on how to design this building, it's been decided that it will be built to look like a main street city hall as opposed to a suburban city hall. This will hopefully help further development where there is a more walkable main street.

Sharon Marshall followed and detailed key design aspects, indicating location of the building, parking areas for the public, including limited on-street parking with several ADA compliant spaces, and staff parking indicating that there will be over 250 parking spaces overall. The facility will be accessible on all four sides, but the idea is to specifically highlight the south and west sides. Ms. Marshall informed council that design is still underway regarding stormwater improvements, including detention ponds.

Ms. Marshall provided renderings including a street-level view of the building, pointing out the staff breakroom, which looks out over an outdoor space. She went on to explain that the selection of materials, including brick, to highlight the history of the Rose District, while bringing in concrete and metal as a nod to the future, and utilizing glass to represent transparency.

Special Projects Division Manager Sharon Marshall continued the presentation by providing the interior floor plan for the first and second floors. She ended the presentation by providing south and west exterior elevation drawings, as well as renderings to the interior spaces.

Councilor Pickel inquired about the potential for future expansion. Director of Engineering and Construction Charlie Bright explained that there is the potential to expand 5,000 square feet within the current footprint, as well as the potential to expand into the parking lot, if needed. Special Projects Division Manager Sharon Marshall detailed the departments that are planned to be housed in the Municipal Services Building.

Staff members answered questions put forth by Council, including that the building could potentially be completed by 2028. Councilor Parks indicated that the funds for the building

were not from General Obligation Bonds. He continued by stating that needs have outgrown the existing City Hall and will continue to worsen.

City Manager Michael Spurgeon advised Council that ideally the project would be out for bids in Spring of 2027, and be completed by Fall of 2028, and indicating that furnishing needs for the additional space has been factored in.

5. Remarks and Inquiries by Governing Body Members

A round of appreciation and recognition was given to all the people working on the new Municipal Services building project.

6. Remarks and update by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials. - NONE

7. Adjournment

The meeting was adjourned at approximately 5:41 p.m.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
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 #: 26-1025, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Approval of the City Council Meeting Minutes of June 15, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $223.00

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **June 15, 2026, Meeting City Council Minutes**

Recommendation:
Approve the minutes of June 15, 2026, Regular 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, June 15, 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

Rich Manganaro led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Lisa Ford.

5. Consideration of Consent Agenda

A.	**26-11**	**Approval of the City Council Meeting Minutes of June 1, 2026**
B.	**26-12**	**Approval of the City Council Meeting Minutes of May 19, 2026**
C.	**26-955**	**Approval of the Special Joint Meeting (Budget Workshop) minutes of May 12, 2026**
D.	**26-845**	**Acceptance of Planning Commission meeting minutes of May 14, 2026**
E.	**26-907**	**Approval of and authorization to execute Resolution No. 1754, a resolution adopting Ordinance No. 3918, an ordinance amending Chapter 7, Business Regulations And Licenses, Article I - In General, of the City Of Broken Arrow Code Of Ordinances; specifically amending Section 7.3, Door-To-Door Peddler Solicitation; Restrictions, Registration, Penalties, to add the No-Knock List, License Revocation, And License Reinstatement Fee; repealing all ordinances to the contrary; and declaring an emergency**
F.	**26-884**	**Acknowledgement of receipt of Oklahoma Department of Environmental Quality Notice of Violation, SWM-040001-26-1 dated May 15, 2026**
G.	**26-885**	**Acknowledgement of Oklahoma Water Resources Board letter dated May 26, 2026 Stating Broken Arrow is effectively promoting and administering the National Flood Insurance Program**
H.	**26-921**	**Approval of the Payroll and Benefit Calendar for Fiscal Year 27**
I.	**26-924**	**Approval of and authorization to execute Budget Amendment Number 35 for Fiscal Year 2026**
J.	**26-832**	**Approval of and authorization to execute a second renewal agreement with Addco Electric, Inc. for electrical services**
K.	**26-797**	**Approval of and authorization to execute FY 2026 First Amendment to Broken Arrow Seniors Services Contract**
L.	**26-941**	**Approval of and authorization to execute the second renewal for Medical Oxygen and Industrial Gas to American Medical Gas**
M.	**26-799**	**Approval of and authorization to execute a Professional Services Agreement with Best & Sharp, for providing counsel and legal advice regarding Civil Rights law**
N.	**26-940**	**Approval of and authorization to execute a professional services agreement between Dr. Stephanie Bradley, DVM and the City of Broken Arrow**
O.	**26-915**	**Approval of and authorization to execute Agreement for Professional Consulting Services with Garver for the design of NEEDA (North Elm Economic Development Area Regional Pond Improvements and Madison Street Extension (Project Number SW25020)**
P.	**26-886**	**Approval of and authorization to execute an integrated supply agreement Renewal No. 3 by and between Genuine Parts Company d/b/a NAPA Auto Parts and the City of Broken Arrow pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA) number 110520-GPC**
Q.	**26-827**	**Approval of and authorization to execute the first renewal to Graham Mechanical HVAC LLC as the vendor for HVAC services under $2,500**

R. 26-929 Approval of and authorization to execute a Memorandum of Understanding with Independent School District Number 3 (Broken Arrow Public Schools) for 1) providing partial funding for School Resource Officers and 2) funding school crossing guards

S. 26-854 Approval of and authorization to execute a renewal agreement with Infinity Fire for Fire Monitoring Services

T. 26-895 Approval of and authorization to execute Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 79th Street (Midway Road) and Houston Street Intersection Widening project (Project Number ST24240)

U. 26-912 Approval of and authorization to execute Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc., for On-Call Traffic Engineering and Related Support Services (Project Number 2652060)

V. 26-868 Approval of and authorization to execute a Professional Services Agreement with Kivell, Rayment & Francis, P.C. for providing counsel and legal advice regarding right-of-way acquisitions, title opinions and property law

W. 26-928 Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair

X. 26-816 Approval of and authorization to execute the Professional Services Agreement between the City of Broken Arrow and McAfee & Taft, P.C. for providing counsel and legal advice regarding employment law and labor law

Y. 26-948 Approval of and authorization to execute Oklahoma Real Estate Commission Acknowledgement and Confirmation of Disclosures, Oklahoma Real Estate Commission Vacant Lot or Tract and Oklahoma Real Estate Commission Cooperative Compensation Supplement for the purchase of real property located at 1201 South Main Street, Broken Arrow, Oklahoma 74012, the North 150 ft, Lot 2, Block 2, Maple Leaf Addition, Tulsa County

Z. 26-825 Approval of and authorization to execute the second renewal for Wrecker Service to Storey Wrecker and 918 Wrecker Service to be rotated at the first of each month

AA. 26-813 Approval of and authorization to execute a Client Services Agreement between the City of Broken Arrow and TEAM Professional Services, Inc., to provide occupational services for pre-employment and employment requirements

AB. 26-851 Approval of and authorization to execute a renewal agreement with TLS Group Inc for traffic signal repair services

AC. 26-796 Approval of and authorization to execute a Professional Services Agreement with Bradley Werner, LLC, for providing counsel and legal advice regarding Franchise law

AD. 26-848 Approval of and authorization to enter into a service agreement with Zartico, Inc. for economic impact and tourism tracking data

AE. 26-939 Approval of and authorization to execute a professional services agreement with Dr. Kristi Wittlich, DVM and the City of Broken Arrow

AF. 26-741 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and ArtsOK, Inc

AG. 26-859 Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Community Playhouse

AH. 26-744 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and Broken Arrow Genealogical Society

AI. 26-740 Approval of and authorization to execute an annual Use Agreement between the City of Broken Arrow and Broken Arrow Historical Society

AJ. 26-739 Approval of and authorization to execute an annual use agreement between the City of Broken Arrow and Broken Arrow MVA d/b/a Oklahoma Military History Center

AK. 26-742 Approval of and authorization to execute a Use Agreement and Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc

AL. 26-738 Approval of and authorization to execute an annual use agreement and sublease between the City of Broken Arrow and Broken Arrow Veterans Center, Inc.

AM. 26-953 Approval of and authorization to execute an inter-local agreement with Independent School District No. 9 (Union Public School District) for school crossing guards

AN. 26-876 Approval of and authorization to execute the purchase of ACE Municipal Advantage Public Entity Liability coverage with limits of $2,000,000 per claim/$2,000,000 aggregate through ACE American Insurance Company (Chubb) effective July 1, 2026

AO. 26-913 Award the most advantageous bid to Apac-Central, Inc., as primary with Greenhill Materials, and Anchor Stone Company as back-up bidders, for purchase of Aggregate as needed

AP. 26-914 Award the most advantageous bid to Apac-Central, Inc. and Ellsworth Construction and as the primary vendors, and award Millennial Asphalt as a back-up vendor for asphalt as needed

AQ. 26-918 Award the most advantageous bid to Central Salt for the purchase of Medium Road Salt with YPS (Yellow Prussiate of Soda) for the Streets and Stormwater Department

AR. 26-878 Approval of award to the most advantageous bid to Crown Office Furnishings, for the purchase of Furniture, Fixtures and Equipment (FF&E) for the Operations Center Administration Building (Project No. 2317210)

AS. 26-945 Award the most advantageous bid to Green Acre Sod Farms for purchase of Bermuda Sod on an as-needed basis

AT. 26-916 Award the most advantageous bid to Greenhill Concrete as the primary vendor and award NexLevel Redi Mix as backup vendor for Concrete as needed

AU. 26-862 **Award the most advantageous bid to HHM Facility Management, LLC and authorize execution of a service agreement for Janitorial Services for City owned facilities listed in bid No. 26.151**

AV. 26-917 **Award the most advantageous bid to Termax Pest Control for Pest Control Services for the various City owned facilities**

AW. 26-899 **Approval of and authorization to execute the Change Order #5 with Becco Contractors, Inc. for the Houston Street Widening, Garnett Road to Olive Ave (ST2028)**

AX. 26-856 **Approval of and authorization to execute Change Order #2 with Builder's Unlimited, Inc for the Park Maintenance Building Events Park (2560140)**

AY. 26-837 **Approval of and authorization to execute the Change Order #2 with Cherokee Pride Construction, Inc. for the Carriage Crossing Residential Rehab Project (ST25310)**

AZ. 26-819 **Approval of and authorization to execute Resolution No. 1753, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 7.0, consisting of 13,120 square feet of permanent Right-of-Way located at 706 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 Harvest Church of Broken Arrow, Inc., and Acceptance of Temporary Construction Easements for Parcels 7.A and 7.C, consisting of 600 square feet and 2,122 square feet, respectively, for the Ith Street widening from New Orleans Street to Washington Street (Project No. ST23280)**

BA. 26-823 **Approval of BAZ-002810-2026, Garvin Rezoning, 3.33-acre, AG (Agricultural) to RS-C (Single-Family Residential - Compact) and abrogation of PUD-001983-2025, south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)**

BB. 26-822 **Approval of PT-002841-2026|PR-000809-2025, Conditional Final Plat, Harvest Church BA, approximately 4.56 acres, 1 Lot, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, and SP (Specific Use Permit) 002459-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)**

BC. 26-965 **Approval of PT-002870-2026|PR-000934-2026, Conditional Final Plat, Bentree Lift Station, 6.27 acres, 1 Lot, AG (Agricultural) and PUD-001983-2025, located one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)**

BD. 26-820 **Acceptance of a Utility Easement, consisting of 13,153.16 square feet of permanent utility easement, and of a Temporary Construction Easement, consisting of 6,576.88 square feet of temporary construction easement located at 706 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 Harvest Church of Broken Arrow, Inc., for the 9th Street widening from New Orleans Street to Washington Street Parcell3.0 and 13.1 (Project No. S.26040)**

BE. 26-871 **Approval of and authorization of Final Acceptance for the public improvements at Peak Development Broken Arrow located at 2201 West Norfolk Drive**

BF. 26-873 **Ratification of the Claims List Check Register Dated June 08, 2026**

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

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

6. Consideration of Items Removed from Consent Agenda – NONE

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

A. 26-573 **Presentation of a Proclamation signed by the Mayor declaring support for the United States Semi-quincentennial**

Mayor Debra Wimpee read aloud a proclamation declaring support for the United States Semi-quincentennial (250th) anniversary.

B. 26-725 **Presentation and update of Broken Arrow's America 250th Birthday celebration activities**

Community Relations Manager Lori Hill reviewed upcoming events and activities to be held in Broken Arrow to celebrate America's 250th birthday. There will be the New Orleans Square Block Party on June 26th and 27th. On Tuesday, June 30th there will be a time capsule ceremony at Veterans Park. On that same day there will be a Tuesday in the Park concert followed by a firework show. There is a goal, partnered with Our Blood Institute, to collect 250 pints of blood. Broken Arrow Parks Department are offering July 4th pool passes will be $2.50.

Mayor Debra Wimpee noted that a jet flyover is scheduled for the downtown area on the 4th of July, between 12:00-1:00 p.m., to celebrate the holiday.

C. 26-821 Notification of road closure at the intersection of 9th (Lynn Lane) and Washington

Engineering and Construction Director Charlie Bright provided information regarding the road closure at the intersection of 9th/Lynn Lane and Washington/91st Street. There is an active construction site to widen the road. Until it's finished the road will be closed because they are doing work at the intersection. There isn't any room to make those final improvements without it being completely shut down, but once complete, it will improve flow of traffic. This could potentially be up to eight road closures, but they would not all be simultaneously. It would be one leg at a time.

D. 26-920 Presentation regarding fireworks enforcement in the City of Broken Arrow for 2026

Fire Marshal Justin Sharp and Major Garrett spoke about item 26-920. Justin Sharp reviewed the City of Broken Arrow's fireworks ordinance which states that fireworks are only allowed to be shot within the city limits on the 3rd and 4th of July. No permits are required this year. Hours of operation are between 3p.m. and 11p.m., after that fines double and law enforcement becomes a lot stricter. There are rules listed in the ordinance: fireworks are only allowed on non-combustible surfaces, they cannot be within 25 feet of a structure, and individuals have to clean up debris the same day, cannot discharge in City parks, no streets larger than 26 feet wide or any of the main arterials, fines start at $274 and then double to $549 plus court costs. Major Garrett reviewed the Red Glare Act (Senate Bill 1948), which went into effect on May 29, 2026, and that all City ordinances are still in effect.

Both fire and police have enforcement plans in effect for this holiday. There will be a few teams dedicated to nothing but fireworks.

E. 26-966 Approval of SP-002852-2026 (Specific Use Permit), Storm Family Accessory Structure, 13.19 acres, RS (Single Family Residential), located north of East New Orleans St (101st Street) and west of South 9th Street (Lynn Lane Road)

Community Development Director Rocky Henkel presented item 26-966, a request for a conditional use permit for an accessory dwelling structure to exceed 5,000 square feet maximum floor area on a lot greater than two acres in size. The floor area for this structure is planned to be 60 feet by 120 feet for a floor area of 7,200 square feet. All setbacks for the current zoning are met in the exhibit. The lot is approximately 13 acres in size and created in lot combination BAL 2154 to allow for development of two single family homes. The use of the structure will be limited to personal uses and those home occupation uses allowed under current zoning ordinance. To the north is comprehensive plan level one. Zoning is agricultural. The land use is vacant. To the east, comprehensive plan is level two. The zoning is AG and RS. The land use is vacant. To the south is level two. The zoning is RS. It is a single-family residential home. To the west is level 2, zoning district is RS, and the land use is single-family residential. The Planning Commission recommended approval 4.0 of this item in their meeting held on June 11, 2026. No one spoke in favor or in opposition to this item.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to approve Item 26-966
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F. 26-967 Consideration, discussion, and possible approval of PUD-002802-2026 (Planned Unit Development), Advance Alarm, 0.52 acres, IL (Industrial Light), located south of Houston Street (81st Street) and east of 9th Street (177th E Avenue)

Community Development Director Rocky Henkel presented item 26-967. This is a proposed plan unit development to alter setback lines on an industrial lot located at 809 East Jackson Place, south of Houston Street and east of 9th Street. Current Broken Arrow zoning regulations require that any industrial light zones have rear setbacks of 30 feet. Setbacks from property lines abutting a different non-residential zone is also 30 feet, and this requirement would apply to the east property line. However, the property to the rear is the railroad, and the property to the east is non-conforming use with a CH commercial heavy zone. The applicant, on behalf of the property and business owner, Advance Alarms, is requesting a PUD for the property to reduce the required setbacks. If approved, the applicant is proposing to develop a 2,857 square foot structure as part of an expansion for their business. The proposed building will include a few offices, a bathroom, and a storage room.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to approve the request

The motion carried by the following vote:

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

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

9. General Council Business

A. 26-841 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1755, a Resolution of the Broken Arrow City Council adopting the Fiscal Year 2027 Annual Budget for the City in accordance with the provision of the Municipal Budget Act

City Manager Michael Spurgeon provided a Power Point presentation reviewing a summary of the proposed budget for Fiscal Year 2027, indicating staff recommendation of Resolution No. 1755, indicating that a budget workshop was held on May 12th, 2026, and on June 1st the City Council held a public hearing on the budget. At this meeting the final adoption of the budget will be held, which will be from July 15th, 2026, to June 30th, 2027. The budget is $487,039,418 and there are proposed revenue expenditures for all funds, proposed department budgets, special funds, fund balances, and the proposed bond sales. The operational budget is $194,629,027. Operational breakdown is personnel services, a little over $119 million. Other services and charges, right at $61 million. Materials and supplies. $14.7 million. Our capital outlay is $242,723,000. And debt service is $49,686,733.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to approve Item 26-841
The motion carried by the following vote:

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

B. 26-858 Consideration, discussion, and possible approval to modify the existing back-in parking configuration on Main Street between Washington Street and Houston Street

City Manager Michael Spurgeon presented this item 26-858. Mr. Spurgeon indicated that there has always been a question surrounding the effectiveness of the back-in parking, and after speaking with the Mayor, Mr. Spurgeon put together a Request for Action (RFA), asking the council to consider the parking modification. A big concern is surrounding the fact there has never been enforcement anywhere downtown so as not to drive customers away. The Tourism and Economic Development (TED) team works to get employees to park elsewhere instead of in front of the business. After consideration, Mr. Spurgeon recommends the council go back to the pull-in parking.

MOTION: A motion was made by Debra Wimpee, seconded by Lisa Ford
Move to approve Item 26-858
The motion carried by the following vote:

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

C. 26-956 Consideration, discussion, and possible approval of and authorization to execute Resolution No 1756, a Resolution of Necessity to file a Claim in District Court against L.S. Multani, owner of Homewood Suites located at 4900 Madison Pl. Broken Arrow OK 74012 for failure to report and or pay Hotel Occupancy Tax owing for the period of July 2023 to April 2024, August 2024 and period February 2025 to April 2026

Finance Director Cindy Arnold spoke on item 26-795. There is one hotel, Homewood Suites, that hasn't paid the hotel-motel tax in a while. The people who run the hotel have ignored all correspondence sent on this issue. $82,000 is owed at this point, Arnold is asking for approval of Resolution 1756 so that the owner of Homewood Suites at 4900 Madison Place, Broken Arrow, Oklahoma, can be taken to district court.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to approve Item 26-956
The motion carried by the following vote:

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

D. 26-860 Consideration, discussion, and possible approval of a Noise Ordinance waiver for Broken Arrow Lacrosse Club to host a 24-hour tournament on August 8, 2026, at Nienhuis Park

Parks Director Matt Hendren is proposing a noise ordinance waiver for the Broken Arrow Lacrosse Club 24-hour tournament at the Nienhuis Football Complex. The tournament is centered around supporting those who have served our country. With the removal of the noise ordinance, tournament activities would continue uninterrupted between 11 p.m. on August 8th to 7 a.m. on the 9th. Parks Director Matt Hendron introduced Broken Arrow Lacrosse Club

Representative Chad Lott. Mr. Lott advised council that the Lacrosse Club is requesting the waiver to host “Shootout for Soldiers”, a nationally recognized 24-hour lacrosse event, whose mission is to use the sport of lacrosse to raise funds and awareness to support American Veterans. More than 40 teams are expected to take part in this tournament with several military focused charities being worked with. Councilor Ford inquired whether the neighbors in the area had been notified of the 24-hour tournament and requested noise waiver. Mr. Lott responded that they had not. Councilor Ford requested that she prefer the neighbors within a certain proximity to be notified.

City Manager Michael Spurgeon voiced his support for the event but agreed that the neighborhood should be notified.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to table Item 26-860 until 7/14/2026 meeting.
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 26-818 **Consideration, discussion, and possible approval of previously tabled item "Approval of and authorization to award Bid No. 26.148 Opioid Abatement utilizing funds from Opioid Abatement Settlement Fund, Project No. 2630410 to Omni Institute and approval of and authorization to execute Budget Amendment Number 30 for Fiscal Year 2026"**

Police Chief Lance Arnold presented this item, which was previously tabled at the May 19th meeting to allow council additional time for recommendation. This item, Section K of the RFA established five published evaluation criteria for the following weights. Experience and qualifications were 25%. Project approach and methodology was 30%. Understanding of project goals was 15%. Cost proposal was 20%. And references were 10%. Omni Institute earned the highest overall score and ranked first in three of the four scored criteria, including the most heavily weighted project approach and methodology and experience and qualifications, and staff's recommendation is to approve Omni Institute for this proposal.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to approve Item 26-818
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F. 26-889 **Consideration, discussion, and possible approval to authorize execution of a five-year Master Service Agreement with Axon Enterprise, Inc. to provide integrated technology solutions, equipment, software, and support services for the Broken Arrow Police Department**

Police Chief Lance Arnold introduced this item to the council. He proposed a technological ecosystem that has some items that the city currently has, like the TASER, FUSUS real-time operations, and Evidence.com, but it also includes items that are not in the current technology and software, items the police department currently have, but with different vendors. Axon is used in 17,000 agencies across 130 countries; the technology offers real-time translation on the device, sensors on the body which would initiate bodycam recording if a weapon is unholstered, virtual reality (VR) training, and a secure cloud which includes unlimited storage, all while saving money over the five-year contract term.

Even with the implementation of the AI call transcription, if someone dialed 911, they would still be reaching Broken Arrow dispatchers.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to approve Item 26-889
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

G. 26-879 **Consideration, discussion, and possible approval of award to the lowest responsible bidder, Cherokee Pride Construction Inc. and authorization to execute a construction contract for Liberty Trail Retaining Wall (Project No. SW26050)**

Engineering and Construction Director Charlie Bright spoke on item 26-879. The wall needed to be completely replaced, it’s 800 feet long and it's up to eight feet tall. The trail has been shut down for a while with this construction. Following the state bidding procedure, Cherokee Pride Construction was the low bidder, it is recommended they are awarded.

Councilor Pickel inquired about estimated timeframe for completion of the project. Mr. Bright responded that once construction begins 120 days to complete.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to approve Item 26-879
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

H. 26-927 **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 6th Street Widening project (ST1922)**

Transportation Division Manager Travis Small presented item 26-927. Mr. Small explained that the 6th Street left-turn lane project has been on the books for a while and that a consulting firm has been working on the plans and design for the lane, which will provide better access to the Public Safety Complex. Bids were opened last week for this project and Cherokee Pride was the lowest responsible bidder, for a total bid price of $227,405. Mr. Small went on to explain that the road will need to be closed to complete the project in the safest, best, and most efficient manner. The Public Safety Complex will have access via 4th and Madison, as well as 9th and Lansing. Mr. Small advised council that staff recommend approval of the project.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to approve Item 26-927
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

I. 26-968 **Consideration, discussion, and possible approval of PUD-002820-2026 (Planned Unit Development), Happy Hands, 1.16 acres, ON (Office Neighborhood), located north of Washington St (91st Street) and east of Garnett Road (113th E Ave)**

Community Development Director Rocky Henkel presented this item. PUD 2820-2026 is a planned unit development request allowing school uses within an office neighborhood zoning district. Happy Hands Education Center is a nonprofit organization focused on families with children who are hard of hearing or deaf and provide licensed and accredited childcare. The organization also employs hard of hearing and deaf adults as part of its mission. The organization is currently housed within its campus across from San Antonio Street. Families have requested elementary age education opportunities for their children. This would require additional classroom space that is not available or easily added to the original facility. Happy Hands has reached a tentative agreement with the owner of the subject property to lease a portion of the building to house additional classroom space for elementary-aged children. This PUD only amends the allowed uses for the subject parcel. All other requirements of the zoning ordinance need to be met during the renovation process. There would be no external changes to the building or property as well. PUD 2820-2026 was recommended for approval with a 3-1 vote on May 28, 2026. Per the per the Broken Arrow Planning Commission there was one vote to abstain staff recommends you approve PUD 2820-2026 per Planning Commission and staff recommendations.

Jan Pride, owner of Happy Hands, approached council and reviewed the needs of expansion for the business and offered to answer any questions.

MOTION: A motion was made by David Pickel, seconded by Lisa Ford
Move to approve Item 26-968
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

J. 26-951 **Consideration, discussion and possible appointment by the Mayor of an Alternate Judge for the Broken Arrow Municipal Court, and possible approval of and authorization to execute an Employment Contract for Professional Services as Alternate Judge for the City of Broken Arrow's Municipal Court**

City Attorney Trevor Dennis said that the three alternate judge recommendations are Jerry Lundy, Hans Lear, and Teresa Webster. The mayor is to select one of the three names to appoint for the next contractual term. Mayor Wimpee explained the process of the committee and that Jerry Lundy was the choice for alternate judge. Mayor Wimpee also discussed reviewing having more than one alternate judge, and City Attorney Trevor Dennis advised that the ordinance would need to be amended to include more than one alternate judge. Mayor Wimpee nominated Jerry Lundy to be appointed as the alternate judge.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to approve Item 26-951
The motion carried by the following vote:

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

K. 26-952 **Consideration, discussion and possible reappointment of Dennis Sagely as Presiding Judge for the City of Broken Arrow Municipal Court, and possible approval of and authorization to execute an Employment Contract for Professional Services as Presiding Judge for the City of Broken Arrow's Municipal Court, including a possible 3% adjustment in base rate of pay**

The recommendation is to reappoint the presiding judge, Dennis Sagely.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to approve Item 26-952
The motion carried by the following vote:

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

10. Preview Ordinances

A. 26-839 **Consideration, discussion, and possible preview of Ordinance No. 3919, an ordinance amending Chapter 16, Offenses-Miscellaneous, Article I, In General, Section 16-12, Disturbing the Peace, Subsection (a)(7), of the Broken Arrow Code of Ordinances, clarifying that the Rose District area noise exemption shall not apply to loud or explosive noises created by motor vehicle exhaust; repealing all ordinances to the contrary; and declaring an emergency**

City Attorney Trevor Dennis presented this item. This would reclassify muffler background noise in the Rose District as a violation of the noise ordinance to address complaints. This would be enforced like any other noise complaint, via citizen complaint or if officers witness it themselves. Ordinance No. 3919 does not apply to unmodified vehicles that come with loud mufflers.

Police Chief Lance Arnold provided clarification regarding the noise ordinance and that the law would include loud noises created by modified motor vehicle exhaust even in parking lots or on private property, and not just on city streets, allowing enforcement as a noise ordinance and not modified exhaust. The ordinance provides another mechanism for law enforcement and reducing loud noise in the Rose District.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to preview and set for adoption Item 26-839
The motion carried by the following vote:

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

B. 26-840 **Consideration, discussion, and possible preview of Ordinance No. 3920, an ordinance amending Chapter 23, Traffic, Article I, In General, Section 23-21, Use of mini-bikes, coasters, roller skates, etc., on roadways, of the Broken Arrow Code of Ordinances, prohibiting the operation of motorized scooters on public sidewalks and pedestrian-oriented public spaces within the Rose District; providing exceptions; repealing all ordinances to the contrary; and declaring an emergency**

City Attorney Trevor Dennis presented this item. The ordinance is a preview that would prohibit the operation of motorized scooters on public sidewalks, pedestrian walkways, plazas, parklets, public gathering areas, and other pedestrian-oriented public spaces within the Rose District. City code already regulates motorized scooters and restricts their use to streets with a speed limit of 25 miles an hour or less. That will still be allowed. This will keep them off the sidewalks. Councilor Ford indicated that this ordinance is a result of complaints from many businesses in the Rose District.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to preview and set for adoption Item 26-840
The motion carried by the following vote:

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

C. 26-901 **Consideration, discussion, and possible preview of an ordinance closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002260-2025)**

Director of Community Development Rocky Henkel presented the item. This preview ordinance is a closure of a utility easement on property located south of Florence Street and east of South Aspen Avenue. Staff recommend a preview of the ordinance and set it for adoption.

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

D. 26-902 **Consideration, discussion, and possible preview of an ordinance closing a sanitary sewer easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002261-2025)**

Community Development Director Rocky Henkel presented this item. This is the closure of a sanitary sewer easement on property located south of West Florence Street and east of South Aspen Avenue. Staff recommend a preview of the ordinance and set it for adoption.

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

E. 26-903 **Consideration, discussion, and possible preview of an ordinance closing and vacating a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002262-2025)**

Director of Community Development Rocky Henkel presented this item. This is a closure of a 25-foot utility easement on property located south of West Florence Street and east of South Aspen Avenue. Staff recommend a preview of the ordinance and set it for adoption.

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

F. 26-905 **Consideration, discussion, and possible preview of an ordinance closing a water line easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002263-2025)**

Director of Community Development Rocky Henkel presented this item. This is a closure of a 20-foot water line easement on property located south of West Florence Street and east of South Aspen Avenue. Staff recommend a preview of the ordinance and set it for adoption.

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

G. 26-904 **Consideration, discussion, and possible preview of Ordinance No. 3924, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving PUD-002514-2025 (Planned Unit Development) and BAZ-002575-2025 (Rezoning), Pediatrics Plus, located just south of Washington St (91st Street) and just east of Aspen Ave(145th E Avenue), granting CG & AG zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

Director of Community Development, Rocky Henkel, presented this item. This is a preview ordinance amending the broken arrow zoning ordinance BAZ 2575-2025 proposed to change the zoning designation for a pediatric therapy farm on 14 1⁄2 acres of land from RS and RM to CG and AG. More specifically, about eight acres will be rezoned to CG to develop the pediatric therapy center, while the remaining 6.57 acres will be rezoned

to AG The split zoning will allow for the rear portion of the property to be used for the farm aspect of the development. This zoning ordinance was approved by Broken Arrow City Council on February 3, 2026. Staff recommend a preview of the ordinance number 3924 and set it for adoption.

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

H. 26-906 **Consideration, discussion, and possible preview of Ordinance No. 3925, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving PUD-002490-2025 (Planned Unit Development) and BAZ-002489-2025 (Rezoning), American Storage of BA, 24.9 acres, located west of the Creek Turnpike, east of North 37th Street (South 209th East Avenue), and north of East Houston Street (East 8lst Street) granting CH & IL zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Rocky Henkel, Director of Community Development. BAZ 2489-2025 is located west of the Creek Turnpike and east of North 37th Street and north of East Houston Street. This rezoning changed the designation for retail office warehouse and storage development to the north and mini storage development to the south on almost 25 acres of land from AG to CH and IL. This rezoning request was approved by City Council on January 6th, 2026. Staff recommend a preview of ordinance number 3925 and set it for adoption.

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

I. 26-910 **Consideration, discussion, and possible preview of Ordinance No. 3926, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002505-2025 (Rezoning), Arrow Forge, 99.52 acres, AG (Agricultural) to IL (Industrial Light), located on the south side of Florence Street (11 1st Street) and one-quarter mile east of Olive Ave (129th E Avenue), granting IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Director of Community Development Rocky Henkel. BAZ 2505-2025 is a request to change the zoning designation on 99 1⁄2 acres from AG to IL. The property is located on the south side of the street floor and one quarter of a mile east of Olive Avenue. The final platform Arrow Forge was recorded in Tulsa County on December 2nd, 2025. The applicant is requesting this change of the zoning designation for the purpose of the development of an innovation district. Staff recommend a preview of ordinance number 3926 and set it for adoption.

MOTION: A motion was made by David Pickel, seconded by Johnnie Parks
Move to set for adoption Ordinance No. 3926
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

J. 26-911 **Consideration, discussion, and possible preview of Ordinance No. 3927, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002238-2025 (Rezoning) and SP-002459-2025 (Specific Use Permit), Harvest Church, 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Director of Community Development Rocky Henkel. BAZ 2238-2025 is a request to rezone approximately six and a half acres from A1 to CG for Harvest Church, a proposed commercial development with the future place of assembly planned. This property is located on the northwest corner of New Orleans and 9th Street. City Council approved the rezoning request on August 4, 2025. Staff recommend a preview of ordinance number 3927 and set it for adoption.

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

Move to preview the ordinance and set for adoption
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

K. 26-933 **Consideration, discussion, and possible preview of Ordinance No. 3930 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002425-2025 and PUD-2428-2025 (Planned Unit Development), located at the northeast corner of the intersection of New Orleans Street (101st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Director of Community Development Rocky Henkel. BAZ 2425-2025 is a request to rezone almost 11 acres from AG to CG. This is for Tower Corner, which is located on the northwest corner of 101st and Lynn Lane. This development includes a municipal water tower, and it is anticipated to have commercial uses along New Orleans Street. City Council approved this rezoning request on November 4, 2025. Staff recommend a preview of the ordinance and set it for adoption.

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

L. 26-934 **Consideration, discussion, and possible preview of Ordinance No. 3931 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002491-2025, located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue), granting ON (Office Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Director of Community Development Rocky Henkel BAZ 2491-2025 is a request to rezone eight acres from AG to ON. The property is located on the southwest corner of the intersection of Florence and Aspen. This property is currently unplatted. The development will include a place of assembly for the Church of Jesus Christ of Latter-day Saints. Staff recommend a preview of the ordinance and set it for adoption.

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

M. 26-935 **Consideration, discussion, and possible preview of Ordinance 3932 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002200-2025, located just north and east of the northeast corner of the intersection of Washington Street (91s Street) and 9th Street (177th E Avenue/Lynn Lane), granting RS-4 (Single-Family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

This item was presented by Director of Community Development Rocky Henkel. BAZ 2200-2025 is a request to rezone approximately 23 acres from A1 to RS4 for Lynn Corner. This property is located just north and east of the northwest corner of the intersection of Washington and 9th Street. The property is currently unplatted. This development will include approximately 79 proposed lots. City Council will approve the rezoning request on July 14, 2025.

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

N. 26-936 **Consideration, discussion, and possible preview of Ordinance 3933 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002202-2025, located at the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CN (Commercial Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

Director of Community Development Rocky Henkel presented this item. BAZ 2202-2025 is a request to rezone approximately five acres from A1 to CN for Lynn Corner. This

property is located at the northeast corner of the intersection of Washington and 9th Street. The property is currently unplatted. The development will include commercial uses. City Council approved this rezoning request on July 14, 2025.

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

11. Ordinances

A. 26-890 **Consideration, discussion, and possible adoption of Ordinance No. 3921 closing a waterline easement on property located north of West Florence Street (111th Street), east Broken Arrow City Council Meeting Agenda Page 1 6/15/2026 of South Azalea Avenue (Mingo Road), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002530-2025)**

Director of Community Development Rocky Henkel presented this item. This is the closure of a waterline easement on property north of West Foreign Street and east of South Azalea or Mingo Road.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to adopt item 26-890
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-891 **Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3921; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

Director of Community Development Rocky Henkel presented this item. This is the emergency clause.

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

C. 26-892 **Consideration, discussion, and possible adoption of Ordinance No. 3922 closing a detention easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma; repealing all ordinances to the contrary; and declaring an emergency (EASE-002736-2026)**

Director of Community Development, Rocky Henkel presented this item. This is a closure of a detention easement on a property located north of Houston Street, east of 9th Street.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to approve Item 26-892
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 26-893 **Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3922; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

Director of Community Development Rocky Henkel presented this item. This is the emergency clause.

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

E. 26-896 **Consideration, discussion, and possible adoption of Ordinance No. 3923 vacating a ten-foot-wide restricted waterline easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, repealing all ordinances to the contrary; and declaring an emergency (EASE-002737-2026)**

Director of Community Development Rocky Henkel presented this item. This is a request to

vacate a 10-foot-wide waterline easement on property located north of Houston Street and east of 9th Street.

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

F. 26-897 **Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3923; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

Director of Community Development Rocky Henkel presented this item. This is an emergency clause.

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

G. 26-908 **Consideration, discussion and possible adoption of Ordinance No. 3918, an ordinance amending Chapter 7, Business Regulations And Licenses, Article I - In General, of the City of Broken Arrow Code of Ordinances; specifically amending Section 7.3, Door-to-door peddler solicitation; restrictions, registration, penalties, to add the No-Knock List, License Revocation, and License Reinstatement Fee; repealing all ordinances to the contrary; and declaring an emergency**

City Attorney Trevor Dennis presented this item. This ordinance creates a no-knock list that is similar to a no-call list.

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

H. 26-909 **Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3918; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

This is an emergency clause.

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

I. 26-937 **Consideration, discussion and possible adoption of Ordinance No. 3929, an ordinance amending Appendix A - Zoning Ordinance, Chapter 6 - Code Administration, by adding a new Division 6-4, Data Center Moratorium; declaring a temporary moratorium on the acceptance, processing, and issuance of rezoning requests, specific use permits, conditional use permits, site plan reviews, building permits, and other development approvals for data center uses within the corporate limits of the City of Broken Arrow, Oklahoma; providing a definition of "Data Center"; providing exceptions, grandfathering provisions, and a hardship relief mechanism; providing for appeals; establishing the duration and automatic sunset of the moratorium; providing for severability; repealing all ordinances or parts of ordinances in conflict herewith; providing for an effective date and expiration date; and declaring an emergency**

City Attorney Trevor Dennis spoke about this item. The City of Broken Arrow's current zoning ordinance does not contain a definition or use classification or any performance standards for data centers. These facilities have unique and significant impacts, including very high electrical consumption, substantial water demand for cooling, noise generation, heat truck traffic, and increased demands on public infrastructure. Because of all these reasons, what this ordinance does is declare a temporary moratorium on the acceptance, processing, and approval of rezonings specific conditional use permits, site plans, building permits, and other development approval for data center uses. The ordinance also defines what data centers are. It also provides reasonable exemptions and grandfathering provisions for certain vested projects that are already in the works. And then there's also an appeal process for those who might want to go forward, even in the face of the moratorium that would allow them to go to the Board of Adjustment.

But the moratorium has an automatic sunset on December 31, 2026, or upon adoption of permanent data center regulations. The whole purpose of the moratorium is to give staff time and the breathing room to develop the regulations that would be necessary to find places that make sense or regulations that make sense for data centers. It would also allow for any studies that need to be conducted, any fact findings, any visits to other communities, anything that would be determined that would be needed for information gathering to determine potential regulations of data center uses.

City Manager Michael Spurgeon reviewed with council the benefits of Ordinance No. 3929 establishing a moratorium for data centers, including providing the time for due diligence, fact-finding, and long-term impacts studies.

LeeAnn Jackson, spoke in opposition to AI data centers, and in support of the moratorium.

Mike Sanders, P.E., provided information to council and offered to answer questions on AI data centers as an AI data center engineer.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to accept adoption of Ordinance No. 3929
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

J. 26-938 **Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3929; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

This is an emergency clause.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to approve the emergency clause
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 Wimpee reminded attendees of *Tuesdays in the Park* the next day at 7 p.m. The day after this meeting everyone will be touring the amphitheater. There was a reminder of road closures the day after this meeting due to the block party. There was also a reminder to go and vote.

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

At approximately 8:24 p.m. Mayor Wimpee noted there were Executive Session items and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move for a recess for BAMA and BAEDA
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

At approximately 8:48 p.m., the room was cleared for Executive Session.

MOTION: A motion was made by Debra Wimpee, 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 approximately 9:20 p.m. City Council retired into Executive Session.

14. Executive Session

In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to process the claims and litigation, and disclosure will seriously impair the ability of the public body to process the proceeding in the public interest. Moreover, that the Executive Session is necessary to protect the confidentiality of the investigation and potential litigation. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find executive session was necessary to process the claims and litigation involving the tort claim of Tina Berryhill and 3226 South Elm Place, LLC v. City of Broken Arrow.

The motion carried by the following vote:

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

1. **A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Tina Berryhill, Tort Claim No. TRT1825.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

   MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
   Move to authorize the City Attorney to settle the tort claim of Tina Berryhill in the amount recommended by the City Attorney and authorize the City Attorney to execute all necessary settlement documents for settlement.

   The motion carried by the following vote:

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

2. **Litigation involving 3226 South Elm Place, LLC v. The City of Broken Arrow, Case No. CJ-2022-03344, including possible authorization to mediate and settle this lawsuit under 25 O.S. 307(B)(4). In the opinion of the City Attorney, the Council is advised that the Executive Session is necessary to discuss this litigation, and disclosure will seriously impair the public body's ability to litigate this matter. After conclusion of the confidential portion of executive session, the Council will reconvene in open meeting for appropriate action, if any.**

   MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
   Move to authorize the City Attorney to attend mediation with settlement authority up to the amount requested by the City Attorney in the matter of 3226 South Elm Place, LLC v. City of Broken Arrow.

   The motion carried by the following vote:

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

   City Council returned to open session at approximately 9:20 p.m.

15. Adjournment

The meeting was adjourned at 9:21 p.m.

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

The motion carried by the following vote:

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 26-978, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Acceptance of Planning Commission meeting minutes of May 28, 2026

Background:
The minutes of the Planning Commission meeting held May 28,2026 were approved by the Planning Commission on June 11, 2026.

Cost: Approximately $50.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 05-28-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held May 28, 2026.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, May 28, 2026 **5:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Roll Call

Present: 5 - Jaylee Klempa, Jason Coan, Mindy Payne, Robert Goranson
Jason Coan Arrived at 5:45

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 26-750 **Approval of Planning Commission meeting minutes of May 14, 2026**

B. 26-644 **Approve LOT-002556-2025 for the Broken Arrow Justice Center, Lot Line Adjustment, 2 lots, 20.4091 acres, Agriculture (AG), approximately one-half mile north of New Orleans St. (101st St.) and one-half mile east of Elm Place (161st East Ave.)**

C. 26-766 **Approval of PT-002842-2026|PR-000831-2025, Conditional Final Plat Aequitas, 5.86 acres, 2 lots, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain) via BAZ-002280-2025 and PUD-002281-2025, located south of West Tucson Street (121st Street South) and 1/3 miles west of South Elm Place (161st East Avenue)**

D. 26-768 **Approval of PT-002841-2026|PR-000809-2025, Conditional Final Plat for Harvest Church BA, 6.11 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025 & SP (Specific Use Permit) 002459-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)**

MOTION: A motion to approve the consent agenda was made by Mindy Payne, seconded by Jaylee Klempa

Move to Approve consent agenda
The motion carried by the following vote:
Aye: 4 - Jonathan Townsend, Jaylee Klempa, Mindy Payne, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 26-780 **Public hearing, consideration, and possible action regarding PUD-002825-2026 (Planned Unit Development), BA Townhomes at Bricktown, 2.53 acres, RS (Single Family Residential), located one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue)**

Mackenzie Hacket, Staff Planner presented this item. She explained that staff recommends tabling this item due to the need for a rezoning application can be submitted and notices can be sent to the public. Additional discussion was had to clarify where and how notices will be distributed to the public.

MOTION: A motion to table the item was introduced by Jaylee Klempa and seconded by Mindy Payne

Move to table the item to allow for rezoning application and re-notice.
The motion carried by the following vote:
Aye: 4 - Jonathan Townsend, Jaylee Klempa, Mindy Payne, Robert Goranson

B. 26-757 Public hearing, consideration, and possible action regarding PUD-002802-2026 (Planned Unit Development), Advance Alarm, 0.52 acres, IL (Industrial Light), located south of Houston St (81st Street) and west of 9th Street (177 E. Avenue)

Jose Jimenez, Planner II presented to the commission this item regarding Advance Alarm. The applicant on behalf of the property and business owner, Advance Alarms, is proposing to develop a 2,857 square foot structure as part of an expansion of their business. The proposed building will include a few offices, a bathroom, and a storage room. Current Broken Arrow zoning regulations require a 30-foot rear setback in industrial light zones. The side setback in an abutting non-residential zone is also 30 feet and applies to the setback from the east property line. With this PUD, the applicant is requesting a 10-foot wide setback along the east side of the property and a 5-foot wide rear setback along the south boundary abutting the railroad right-of-way. Additionally, the property to the east is a non-conforming use within a commercial heavy zone. The proposed structure will need to meet all other development regulations, including those within the fire code and building code. The applicant is also requesting that no landscape buffer be required to the south against the railroad. The applicant has included a proposed landscaping plan, and this plan does include all other required landscaping, such as trees, landscape edge, landscaped areas, and includes additional bushes as well. Based upon the location of the property and surrounding land uses, staff recommends that PUD002802-2026 be recommended for approval to the Broken Arrow City Council

Applicant Lisa Quinnelly addressed the commission and clarified the building materials on the exterior design.

MOTION: A motion to approve per staff recommendations was made by Mindy Payne, Seconded by Robert Goranson

Move to approve Item 26-757
The Motion carried the following vote:
Aye: 4 - Jonathan Townsend, Jaylee Klempa, Mindy Payne, Robert Goranson

C. 26-758 Public hearing, consideration, and possible action regarding PUD-002802-2026 (Planned Unit Development), Happy Hands, 1.16 acres, ON (Office Neighborhood), located north of Washington St (91st Street) and east of Garnett Road (113th E Ave)

Jose Jimenez, Planner II presented the item to the Happy Hands Education Center is a nonprofit organization focused on families with children who are hard of hearing or deaf and provides licensed and accredited child care. The organization also employs hard of hearing and deaf adults as part of its mission. The organization is currently housed within its campus across from San Antonio Street, across from the subject property. However, families have requested elementary age education opportunities for their children. This would require additional classroom space that is not available or easily added to the original facility. Happy Hands has reached a sensitive agreement with the owner of the subject property to lease a portion of the building to house additional classroom space for elementary age children. The portion of the building intended for classroom use will be updated to meet the needs of Happy Hands Education Center, including updated security measures and an additional bathroom. The main Happy Hands Education Center campus will serve all other functions needed for elementary education, such as gyms, playgrounds, cafeterias, and before and after care. Students will always be escorted by staff when traveling between the buildings and when crossing San Antonio Street. San Antonio Street already has a deaf child area sign, as well as speed bumps, but the applicant is also working with city staff to add more signage and a and crosswalk striping. This PUD only amends the allowed uses for the subject parcel. All of the requirements of the zoning ordinance will still need to be met during the renovation process, and there will be no external changes to the building or property as well. So based upon the location of the property and surrounding land uses, staff recommend PUD-002820-2026 be recommended for approval to the Broken Arrow City Council.

Jan Pride the applicant addressed the commission and answered questions about security procedures for the children attending Happy Hands.

Jonathan Townsend thanked the applicant for their work in education. He then went on to explain the real dangers of students crossing streets and stressed the need for additional measures to ensure the students safety.

Ms. Pride explained that the enrollment numbers are small and staff should manage the street

crossings.

Mr. Dave Hall was also present to speak in support of the item, but did not speak.
MOTION: A motion to approve Jonathan Townend, and seconded by Jaylee Klempa

Move to approve the item 26-758
The motion was carried by the following vote:

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

D. 26-760 Public hearing, consideration, and possible action regarding BAZ-002810-2026 (Rezoning), Garvin Rezoning, 3.33 acres, AG (Agricultural)/PUD-001983-2025 to RS-C (single Family Residential – Compact) and abrogation of PUD-001983, located south of Albany Street (61st Street) , one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)

Mackenzie Hackett, Staff Planner presented this item to the commission. Ms. Hackett clarified that the property owners are Jeremy and Victoria Brown and Danny and Kayla Garvin, not just Jeremy Brown and Victoria Garvin. The PUD was approved by city council on March 18th, 2025, and was implemented to facilitate the development of a lift station to the south of this property. The PUD reduced the agricultural dimensional requirements on the parcel to allow for the continuation of AG zoning after the Southern lot was split off for the lift station.

At the time, the property owner planned to keep the lot as one parcel. And since then, plans have changed to split the lot into three parcels, each of which will meet the RSC dimensional standards. As such, the property owner is requesting to abrogate the PUD on this lot and to change the zoning to RSC. The, uh, according to FEMA's national flood hazard layer, there is a little 100 year floodplain along the Southern property line. The property is designated as level two in the comprehensive plan and RSC zoning is in accordance with that comprehensive plan level. Based on the comprehensive plan, the location of the property and the surrounding land uses staff recommends that BAZ-002810-2026 be approved and PUD-001983-2025 be abrogated on this property.

The applicant was present but did not wish to address the commission.

MOTION: A motion to approve per staff recommendation was made by Jaylee Klempa, and seconded by Mindy Payne

Move to approve Item 26-760.
The motion was carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business

A. 26-751 Election of a Chairperson for the Planning Commission for 2026-2027

Robert Goranson nominated Jason Coan to become the Chair of the Planning Commission.

MOTION: A motion to nominate Jason Coan as Chair was made by Robert Goranson, seconded by Mindy Payne

Move to elect Jason Coan as Chairperson of the Planning Commission for 2026-2027

The motion was carried by the following vote:

Aye: 4 -	Jonathan Townsend, Jaylee Klempa, Mindy Payne, Robert Goranson
Nay: 1 -	Jason Coan

B. 26-751 Election of a Vice-Chairperson for the Planning Commission for 2026-2027

Jaylee Klempa nominated Jonathan Townsend to be the Vice-Chairperson.

MOTION: A motion was made by Jaylee Klempa, seconded by Jason Coan

Move to Elect Jonathan Townsend as Vice-Chairperson of the Planning Commission for 2026-2027

The motion was carried by the following vote:

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

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

Jonathan Townsend reminded the commission on his absence for the next Planning Commission meeting due to travel to Chicago.

Robert Goranson requested staff to label request to speak forms with the relevant item.

10. Adjournment

The meeting was adjourned at 5:58 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Rober Goranson

Move to Adjourn
The motion carried by the following vote:
Aye: 5 - Jonathan Townsend, Jason Coan, Jaylee Klempa, Robert Goranson, Mindy Payne

City of Broken Arrow

Request for Action

File #: 26-988, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Acceptance of Planning Commission meeting minutes of June 11, 2026

Background:
The minutes of the Planning Commission meeting held June 11,2026 were approved by the Planning Commission on June 25, 2026.

Cost: Approximately $100.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 06-11-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held June 11, 2026.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, June 11, 2026 **5:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Roll Call

Present: 5 - Jaylee Klempa, Jason Coan, Mindy Payne, Robert Goranson
Absent: 1 - Jonathan Townsend

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 26-846 **Approval of Planning Commission meeting minutes of May 28, 2026**

B. 26-727 **Approve LOT-002851-2026, Bryan Park Lot Combination, 2 lots to1 lot, approximately 1.08 acres, R-2 (Single-Family Residential)/ PUD-108A just northwest of the intersection of Jasper Street (131st Street) & S. 9th Street (Lynn Lane/ 177th East Avenue)**

C. 26-869 **Approval of PT-002874-2026 | PR-000877-2025, Preliminary Plat, The Farm by Pediatrics Plus, 14.55 acres, RS (Residential Single-Family) and RM (Residential Multi-Family) to AG (Agricultural) and CG (Commercial General) via BAZ-002575-2025 and PUD-002514-2025, located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue)**

D. 26-834 **Approval of PT-002870-2026|PR-000934-2026, Conditional Final Plat for Bentree Lift Station, 6.27 acres, AG (Agricultural) & PUD-001983-2025, located one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)**

MOTION: A motion to approve the consent agenda was made by Jaylee Klempa, seconded by Mindy Payne

Move to Approve consent agenda
The motion carried by the following vote:
Aye: 4 - Jason Coan, Jaylee Klempa, Mindy Payne, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 26-726 **Public hearing, consideration, and possible action regarding BAZ-002826-2026 (Rezoning), Tanner Consulting, approximately 39.18 acres, A-1 (Agriculture) to RS-P (Single-Family Residential - Preservation) located approximately one-quarter mile north of the Creek Turnpike and just west of 23rd Street (County Line Road/ 193rd East Avenue)**

Planning Section Manager, Rebecca Blaine, presented item 26-726. This is a request to change the zoning of this property from A1 to RSP for a single-family residential subdivision. 2.017 acres would be for level six regional employment commercial, and the remaining 37.11 acres would be for level two urban residential areas. Policy 17 states that adjustments of the overall area by more than 10% shall only be made after a receipt of an amendment to the future development guide is outlined herein. The 2.07 acres represent 5.28% of the land, which is

under that 10% threshold. Additional right-of-way totaling 60 feet on 23rd street will be dedicated to the city during the plotting process. Surrounding land uses: to the north is level one, annexed single-family residential. To the east is level one, also annexed R1 and RS1, single-family residential. To the south is level six; zoning is A1, agricultural PUD 286A, which is vacant land and new fire section number three. To the west is level two, which is A1, agricultural, and the single-family land use.

Charles Sanders spoke in opposition to this item due to the high density of 40-foot lots as well as a developer stating that he would buy the land, along with Sanders's, to do an addition with 60-foot lots. Rick Bates spoke in opposition to this item, not due to rezoning, but due to the projected loss of property value for the people who own land over there along with the loss of water going into Rusty's Pond with construction. Aaron Stoffel was the last person to speak in opposition. His first concern lies within this plan affecting the floodplain, and his second was with the sizing of the lots. Stoffel suggested bigger houses with more land be built. Stoffel also questioned whether anything would be done with the fencing on current property boundaries.

Megan Pascoe, applicant, with Tanner Consulting answered questions and addressed these concerns. Water patterns would not change how they normally drain, therefore water would continue flowing into Rusty's Pond. As for property value, the listing prices would be based on the comps based on comparison of homes of similar sizes, zip code, and lot size. No impact on current owner's lot value will be impacted by the smaller homes being built. Fencing will also be installed for the Broken Arrow regulations along the arterial.

MOTION: A motion to approve the item was introduced by Robert Goranson, failed to gain a second.

MOTION: A motion to deny was introduced by Jaylee Klempa, Seconded by Mindy Payne.

Move to deny Item 26-726
The motion carried by the following vote:
Aye: 3 - Jason Coan, Jaylee Klempa, Mindy Payne,
Nay: 1 - Robert Goranson

B. 26-864 Public hearing, consideration, and possible action regarding SP-002852-2026 (Specific Use Permit), Storm Accessory Structure, 13.19 acres, RS (Single Family Residential), located north of East New Orleans St (101st Street) and west of South 9th Street (Lynn Lane Road)

Jose Jiminez, planner II, presented item 26-864, which is a request for a conditional use permit for an accessory structure to exceed the 5,000 square foot maximum floor area on a lot equal to or greater than two acres in size. The floor area for this structure is planned to be 60 feet by 120 feet for a floor area of 7,200 square feet. All setbacks for the current zoning are met in the exhibit. This lot was created via a lot combination, BAL-2154, to allow for the development of this single-family home and a single-family on the adjacent property. Construction is not required before the construction of the accessory. The use of the accessory structure will be limited to personal uses, and those home occupation uses are allowed under current zoning ordinance.

The surrounding properties contain the following uses: to the north, the comprehensive plan is level one. It's currently zoned agricultural, and the land use is vacant. To the east is level two. The zoning is agricultural and single-family residential, and the land use is vacant. To the south is level two and currently zoned as single-family residential. To the west is level two. It's zoned as single-family residential, and there is a single-family neighborhood to the west of the property. There is a single-family home on that property. According to FEMA's National Flood Hazard Layer, sections of the property are in the 100-year floodplain. The structure will have all stormwater and floodplain-related permits approved before the accessory structure permit can be approved.

MOTION: A motion to approve was introduced by Jason Coan, seconded by Mindy Payne.

Move to approve Item 26-757
The Motion carried the following vote:
Aye: 4 - Jason Coan, Jaylee Klempa, Mindy Payne, Robert Goranson

7. Appeals - NONE

8. General Commission Business - NONE

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

Robert Goranson raised some concerns about the development of data centers in terms of noise pollution, heat pollution, use of electricity and power, who's paying for it, and potential

increase in utility charges. Goranson said that online he has seen a lot of negative information surrounding data centers, and he wants to make sure those downsides are known. Goranson stated that there should potentially be a roundtable discussion before there are any data centers being built, so everyone is prepared and on the same page. It was stated that when data centers are to be built, everything will be transparent and the proper research and zoning will be done so as not to disturb residents.

10. Adjournment

The meeting was adjourned at 6:29 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa

Move to Adjourn
The motion carried by the following vote:
Aye: 4 - Jason Coan, Jaylee Klempa, Mindy Payne, Robert Goranson

City of Broken Arrow

Request for Action

File #: 26-1018, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Acceptance of Temporary Construction Easements for Parcels 2.A and 6.A, consisting of 9,839.59 square feet and 900.95 square feet, respectively, of temporary construction easement generally located one-quarter mile north and east of the intersection of South Aspen Avenue and West Florence Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Quapaw Investments, L.L.C., an Oklahoma limited liability company, and Dunham Six, L.L.C., an Oklahoma limited liability company, for the Waterford Park Erosion Mitigation, Parcels 2.A and 6.A (Project No. SW26110)

Background:
The attached Temporary Construction Easements are being donated to the City of Broken Arrow, a municipal corporation, from Quapaw Investments, L.L.C., an Oklahoma limited liability company, and Dunham Six, L.L.C., an Oklahoma limited liability company, the owners. Parcel 2.A consists of 9,839.59 square feet of temporary construction easement, and Parcel 6.A consists of 900.95 square feet of temporary construction easement generally located one-quarter mile north and east of the intersection of South Aspen Avenue and West Florence Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval:

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: Temporary Construction Easements
Donation Certificate
Special Conditions

Recommendation:
Accept the Temporary Construction Easements.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

for a period of not more than 8 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 23rd day of June 2026.

QUAPAW INVESTMENTS, L.L.C., an Oklahoma limited liability company

By: STEPHEN R BUFORD MGR
Printed Name and Title

Signature

DUNHAM SIX, L.L.C., an Oklahoma limited liability company

By: PERRY R DUNHAM, MANAGER
Printed Name and Title

Signature

DUNHAM SIX, L.L.C., an Oklahoma limited liability company

By:
Printed Name and Title

Signature

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of June, 2026, personally appeared Stephen R. Buford, as Manager of QUAPAW INVESTMENTS, LLC, an Oklahoma limited liability company to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed for the uses and purposes therein set forth.

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

Patricia A. Howe
NOTARY PUBLIC

PATRICIA A. HOWE NOTARY PUBLIC No. 11006685 EXP. 7/22/2027 IN AND FOR STATE OF OKLAHOMA

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of June, 2026, personally appeared Perry R. Dunham, as Manager of Dunham Six, LLC, an Oklahoma limited liability company to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed for the uses and purposes therein set forth.

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

Patricia A. Howe
NOTARY PUBLIC

PATRICIA A. HOWE NOTARY PUBLIC No. 11006685 EXP. 7/22/2027 IN AND FOR STATE OF OKLAHOMA

STATE OF _____)
) §
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of _____, 2026, personally appeared _____, as Manager of Dunham Six, LLC, an Oklahoma limited liability company to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
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:

Engineer: MW Date: 7/01/26
Project: SW26110 Waterford Park Erosion Mitigation
Parcel 2.A

City Clerk

Exhibit "A"

QUAPAW INVESTMENTS LLC & DUNHAM SIX LLC
TEMPORARY CONSTRUCTION EASEMENT
9,839.59 SQ FEET, OR 0.23 ACRES

LEGAL DESCRIPTION 2.A:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER SECTION OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 373666.4290 AND A EASTING OF 2614964.8955; THENCE CLOCKWISE N 88°35'27.08" E A DISTANCE OF 328.04 FEET; THENCE S 01°32'03.29" E A DISTANCE OF 30.00 FEET; THENCE N 88°35'27.08" W A DISTANCE OF 328.04' FEET; THENCE N 01°31'46.92" W A DISTANCE OF 30.00 FEET; TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 9,839.59 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

QUAPAW INVESTMENTS LLC & DUNHAM SIX LLC
TEMPORARY CONSTRUCTION EASEMENT
9,839.59 SQ FEET, OR 0.23 ACRES

OWNER:

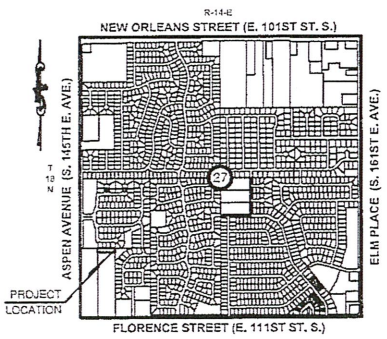
QUAPAW INVESTMENTS LLC & DUNHAM SIX LLC

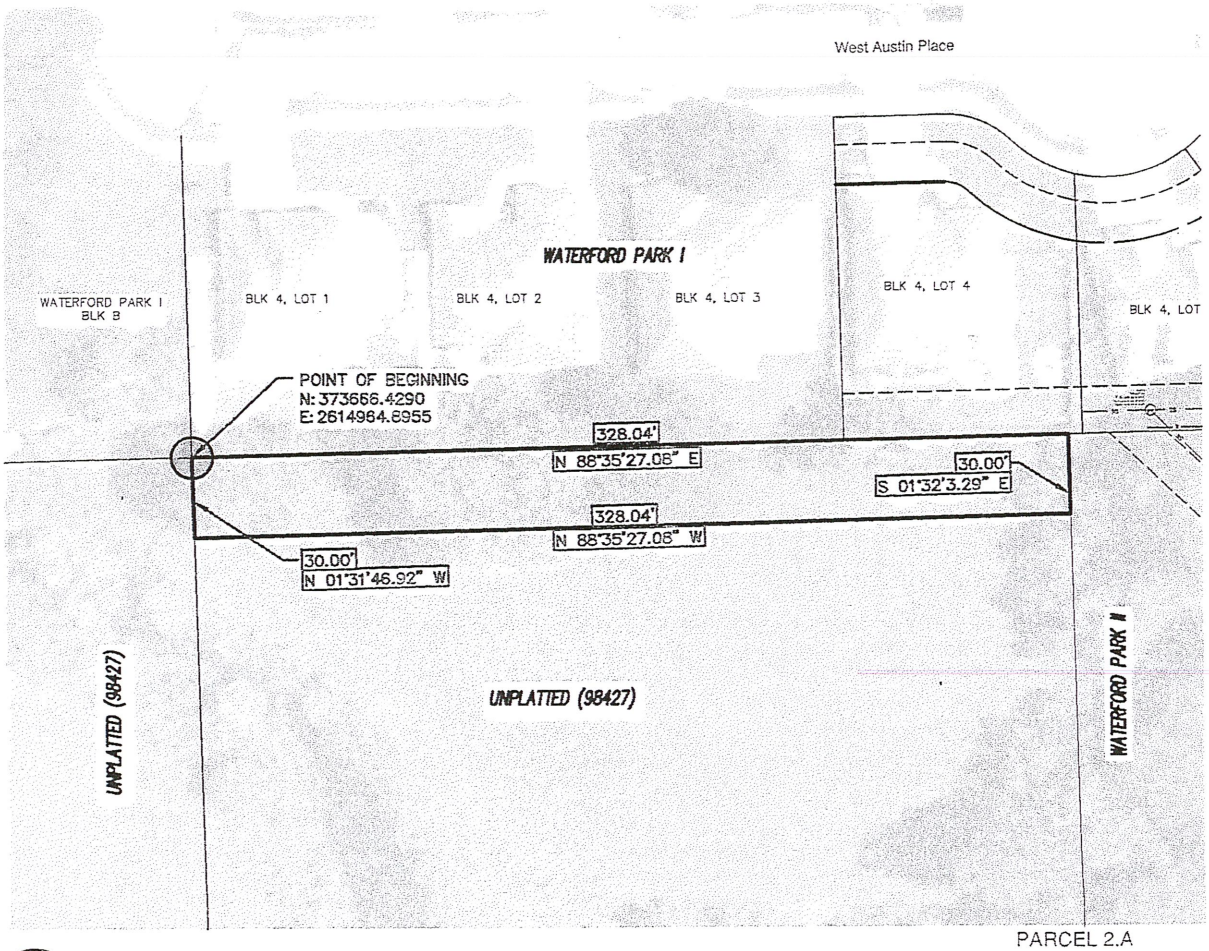
ADDRESS:

P.O. BOX 3669
TULSA, OK 74101

STATEMENT OF BEARINGS:

ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.





BROKEN ARROW
Where Opportunity lives

UNPLATTED (98427)
SECTION 27 T18N, R14E TULSA COUNTY

PARCEL 2.A
PROJECT NO. SW26110
PARCEL NO. 98427842751210
JANUARY 15TH 2026
PAGE 2 OF 2

DONATION CERTIFICATE

Project: SW26110 County: Tulsa State: OK Parcel: 2.A and 6.A

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

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

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

Signature	PERRY R DUNHAM Printed Name	6-23-2026 Date
Signature	STEPHEN R BUFORD Printed Name	6-23-2026 Date
Signature	Printed Name	Date
Agent Signature	Acquisition Agent Title	6-23-2026 Date

BROKEN ARROW
Where opportunity lives

SPECIAL CONDITIONS

Conditions: (List physical conditions required for acceptance):

The City will restore the easement areas for Parcels 2.A and 6.A for City project #SW26110 to the same or better condition (excluding trees and brush to be cleared). Any large ruts will be filled in.

Trees and brush within the above-referenced easements will be cleared by the City to the fullest extent possible within the project's scope and budget.

The Temporary Construction Easement will expire 8 months after the start of construction.

Signature/Date:

Owner/s: _____ Date: 6-23-2026

PERRY R DUNHAM, MANAGER DUNHAM SIX LLC 6-23-2026

_____ 6-23-2026

MGR QUAPAW INVESTMENTS, LLC 6-23-2026

Agent: Amy O'Laughlin Date: 6-23-2026

Project: SW26110 Waterford Park Erosion Mitigation parcels 2 and 4

City of Broken Arrow

Request for Action

File #: 26-1000, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Acceptance of a Temporary Construction Easement consisting of 540 square feet of easement, located at 1550 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from The First Primitive Baptist Church, called New Hope, for the College Street Improvements-9th Street to 12th Street, Parcel 1.1 (Project No. ST26020)

Background:
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from The First Primitive Baptist Church, called New Hope, the owner. Parcel 1.1 consists of 500 square feet of easement located at 1550 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval.

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: Temporary Construction Easement
Donation Certificate
Special Conditions

Recommendation:
Accept the Temporary Construction Easement

DONATION CERTIFICATE

Project: ST26020 County: Tulsa State: OK Parcel: 1.1

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

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

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

Rachael F. Zintgraff Signature	Rachael F. Zintgraff Printed Name	6/17/2026 Date
_____ Signature	_____ Printed Name	_____ Date
_____ Signature	_____ Printed Name	_____ Date
_____ Agent Signature	Acquisition Agent Title	6-18-2026 Date

BROKEN ARROW
Where opportunity flies

SPECIAL CONDITIONS

Conditions: (List physical conditions required for acceptance):

Contractor will contact the property owner prior to construction beginning on their property to notify the owner of the estimated dates construction will occur on their property.

Owner requests for the driveway to be at least partially open and traversable for weekend traffic and for no construction to occur on the driveway at the end of April in any calendar year.

The Temporary Construction Easement will expire after the construction of the driveway is complete; the Contractor will notify the property owner that the driveway construction is complete via email.

Signature/Date:

Owners: Rachael F Zintgraff Date: 6/17/2026

Agent: Date: 6-18-2026

Project: ST26020 College Street Rehab- 9th to 12th

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **THE FIRST PRIMITIVE BAPTIST CHURCH, CALLED NEW HOPE**, 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 17 day of June, 2026.

THE FIRST PRIMITVE BAPTIST CHURCH, CALLED NEW HOPE

By: Raphael F. Bishop, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of June, 2026, personally appeared Rachael Zintgraff

as Trustees of The First Primitive Baptist Church, Called New Hope, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

TABATHA J. BERKA
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 20005077 Expires 05/08/28

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

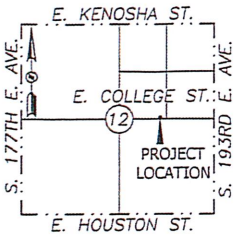
Engineer: BLY Date: 6/18/26
Project: ST26020: College Street Improvements
~ 9th Street to 12th Street Parcel 1.1

EXHIBIT

tabbies'

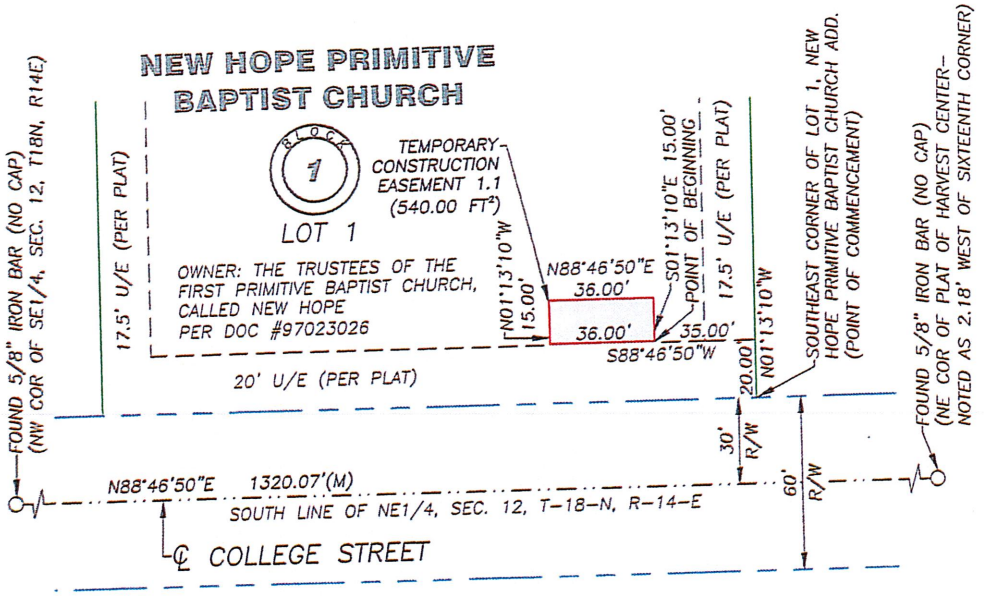
A

TEMPORARY CONSTRUCTION EASEMENT 1.1



SECTION MAP

SECTION 12-T18N-R14E
(NOT TO SCALE)



GRAPHIC SCALE

0 25 50

1 inch = 50 feet

LEGEND

○	Found Survey Monument
℄	Center Line
R/W	Right-of-Way
(M)	Measured
-\/-	Not To Scale
	Parcel
	Existing Right-of-Way
	Property Line

NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

Sheet: 2 OF 3	Drawn By: JS Proj. No: 032950.00.37 Field Date: 10-14-2025 Issue Date: 03-06-2026	Project: TEMPORARY CONSTRUCTION EASEMENT 1.1 COBA PROJ. #ST26020B	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105

Merestone Surveying

ATTACHMENT "A"

A TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, NEW HOPE PRIMITIVE BAPTIST CHURCH, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA; THENCE N01°13'10"W, 20.00 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE EXTENDED NORTH LINE OF A PLATTED 20 FOOT UTILITY EASEMENT; THENCE S88°46'50"W ALONG SAID EXTENDED NORTH LINE, 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°46'50"W, 36.00 FEET; THENCE N01°13'10"W PARALLEL WITH THE EAST LINE OF SAID LOT 1, 15.00 FEET; THENCE N88°46'50"E PARALLEL WITH SAID 20 FOOT UTILITY EASEMENT, 36.00 FEET; THENCE S01°13'10"E PARALLEL WITH THE EAST LINE OF SAID LOT 1, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 540.00 SQUARE FEET OR 0.01 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

SURVEYOR'S CERTIFICATE

I, Brian Lee Peltier, P.S. 1867, Merestone Surveying LLC, 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 in the state of Oklahoma.

Witness my hand and seal this 6th day of March 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRIAN LEE PELTIER
LS 1867
OKLAHOMA

Brian Lee Peltier,
P.S. #1867
C.A. NO.: 6901 Expires:06/30/2027.

Sheet: 1 OF 3	Drawn By: JS Proj. No: 032950.00.37 Field Date: 10-14-2025 Issue Date: 03-06-2026	Project: TEMPORARY CONSTRUCTION EASEMENT 1.1 COBA PROJ. #ST26020B	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105	Merestone Surveying

City of Broken Arrow

Request for Action

File #: 26-922, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to execute a renewal agreement with Davis H. Elliot for Highway 51 Street Lighting Services (Broken Arrow Expressway)

Background:
To improve service while decreasing costs, the Maintenance Services Department is recommending the first renewal of the agreement with Davis H. Elliot Construction for Highway 51 Street Lighting Services, under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2026, through June 30, 2027.

The Purchasing Division solicited quotes from qualified Repair Service providers to furnish required services on a recurring basis from July 1, 2025, through June 30, 2026. Bids were solicited from five (5) vendors, with four (4) responses received and publicly opened on May 28, 2025. Services under this contract include routine maintenance, emergency repairs, and related street lighting work as needed. Davis H. Elliot has consistently demonstrated reliability, responsiveness, and familiarity with the City's infrastructure. These qualities provide added value and support high-quality, uninterrupted service.

Cost: Rates as set out in the agreement

Funding Source: Street Light Fund

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: RFP #25.159 - HIGHWAY 51 STREET LIGHTING SERVICE, Davis H Elliot Bid Docs, Highway_51_Renewal_Council_DHE_Signed

Recommendation:
Approval of and authorization to execute a renewal agreement with Davis H. Elliot for Highway 51 Street Lighting Services (Broken Arrow Expressway)

CITY OF BROKEN ARROW

May 1, 2025

RFP Number: 25.159
QuestCDN Number: 9674653
Bid Opening Date: Wed, May 28, 2025, at 10:00 a.m.

Highway 51 Street Lighting Service

The City of Broken Arrow is inviting proposals to provide an **Highway 51 Street Lighting Service** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

If you or your firm is interested in participating in the solicitation and review process, please submit a copy of your bid, including a description of your services and fees then return it to:

- If you or your firm are interested in participating in this solicitation, please submit your bid electronically through QuestCDN. Paper bids will not be accepted.
- Complete digital project documents are available at: QuestCDN Project Page or by visiting www.QuestCDN.com and entering the **QuestCDN Number: 9674653 in the project search.**
- Bid Deadline: All bids must be submitted via QuestCDN no later than **Bid Opening Date: Wed, May 28, 2025, at 10:00 a.m.**
- Late submissions will not be accepted. Bid Opening: Bids will be publicly opened at 11:00 a.m. CST on the same day. The opening will be live-streamed and recorded at:
- Virtual Bid Opening – City of Broken Arrow For technical assistance, contact QuestCDN at 952-233-1632 or info@questcdn.com.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

Questions or additional information requests should be directed to the City of Broken Arrow
City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **Highway 51 Street Lighting Service** for the **City of Broken Arrow** according to the terms and conditions set forth in this **RFP Number: 25.159 with QuestCDN Number: 9674653.**

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.

2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only)**: The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

   7/1/2025 to 6/30/2026
   7/1/2026 to 6/30/2027
   7/1/2027 to 6/30/2028
   7/1/2028 to 6/30/2029
   7/1/2029 to 6/30/2030

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Blake Dampf, Purchasing Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid must be submitted electronically through QuestCDN. No other form of communication (including email or phone) will be accepted for bid-related questions. To submit a question, log in to your QuestCDN account, locate the project using **QuestCDN Number: 9674653**, and use the Q&A feature associated with the project listing.

   All questions must be submitted 24 hours prior to the Bid Opening Date and must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

   Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

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Attempts to communicate outside the designated process may result in disqualification.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Highway 51 Street Lighting Service** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:
   1. Service Company shall provide repairs for street lighting on an as needed basis for Highway 51,as determined by the Traffic Signal Division Manager

   2. Competitive bids for major lighting projects are excluded from this bid.

   3. The term of this agreement shall be from the Council award date of **June 30th, 2024, to June 30th, 2025.** Labor rates, other charges and mark ups on material and parts, if any, shall remain as quoted during this agreement. period. Please note that the City has the right to extend this agreement for up to four (4) additional years,for a total of five (5) years if both parties agree.

   4. The Service Company under this agreement shall be the primary service provider for the street light work requested by the City of Broken Arrow Traffic Signal Division of the Street Department and will be called to provide the requested street light repair on HWY 51.

   5. Only Highway 51 street lighting repair, labor, material, equipment, and any other cost of repair will fall under this agreement consisting of 90 poles, 180 pole lights and 16 wall packs.

   6. The scope of lighting work may vary depending on the needs of the City of Broken Arrow. The work may be minor in nature such as installation of new lamp or may include work major in nature such as replacing a light pole.

   7. The Traffic Signal Division Manager of the Street Department shall serve as the administrator, monitoring the conditions of the service agreement and shall work directly with the Service Company in scheduling and coordinating the performance of services, answering technical questions in connection with the scope of the event coordination is needed with AEP, the Service Company shall be responsible for this coordination.

8. The Service Company shall retain any necessary license to perform street lighting work in Oklahoma.

9. Technicians working for the Service Company shall have any necessary license to perform all street lighting work in Oklahoma.

10. Services that are provided shall be performed by technicians who are directly employed by the Service Company. Sub-contracting portions of the services requested through this agreement will not be allowed without prior consent.

11. The Service Company shall furnish all personnel, parts, materials, test equipment, tools and transportation to perform the requested service.

12. All work shall be performed according to the N.E.C. regulations. Any permits required shall be obtained by the Service Company.

13. Upon completion of work, job site clean-up by Service Company is required and is limited only to that which is a direct result of the work performed.

14. The Service Company shall be capable of responding to an emergency repair situation within two (2) hours. All other work requests shall be scheduled as needed and agreed upon between the Service Company and the Traffic Signal Division Manager for the City of Broken Arrow.

15. In the event Service Company cannot respond or schedule work requested in a time period that is required, as determined by the Traffic Signal Division Manager, another service provider may be utilized.

16. After each service call, a service report shall be left with the Traffic Signal Division Manager detailing work accomplished. All invoices shall be itemized and directed to the Traffic Signal Division Manager for payment.

17. The Service Company shall provide a minimum of three (3) references.

18. Questions pertaining to this quote shall be directed to Gary Harris, Lead Signal Tech. (918) 259-7000 Ext 7384

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

7. **INSURANCE:**
   - **7.1.** The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:
     - Personal Injury, each person $100.000.00
     - Personal Injury, each occurrence $1,000,000.00
     - Properly Damage, each person $25,000.00
     - Property Damage, each occurrence $100,000.00
   - **7.2.** Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates' showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. **PERFORMANCE BOND:** The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars ($5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. **CITY LIABILTY:** Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. **HOLD HARMLESS:** The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. **AUTHORITY IN CITY COUNCIL:**
    - **11.1.** The City Council shall have the authority to award contracts within the purview of this title.
    - **11.2.** Responsive and responsible bidder. Contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
      - The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.

- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign this form in the space provided on the "Terms" and "Signature Sheet" and submit the completed bid documents electronically via QuestCDN.

Bid Submission Instructions:

- Bids will be opened online through QuestCDN at the scheduled bid opening time. No physical envelope submission is required.
- On the online bid submission platform, ensure the following are included:
- Bid Title: Highway 51 Street Lighting Service
- RFP Number: 25.159
- QuestCDN Number: 9674653
- Bid Opening Date: Wed, May 28, 2025, at 10:00 a.m.
- Exhibits 1, 2, and 3
- Attachments A (Bid Worksheet)
- Attachments B, C, D, & E (must be completed separately)
- Must include a valid notary stamp and signature where applicable.
- The bid opening will be held virtually and can be accessed via the following link: Virtual Bid Openings Virtual Bid Opening – City of Broken Arrow
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

The City of Broken Arrow reserves the right to award multiple vendors. This will be a time and materials agreement for Highway 51 street lighting service. The awarded vendor will provide labor, materials, and equipment necessary for the maintenance, repair, and inspection of street lighting along Highway 51 as specified in this solicitation. Pricing shall be based on an hourly labor rate for technicians, along with material costs as required. Payment will be made based on actual work performed, subject to inspection and approval to ensure compliance with safety regulations and performance standards.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.

- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.

- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

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

laws, ordinances or regulations (collectively, the Immigration Laws"); and

- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

EXHIBIT 1

CITY HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident	$1,000,000.00
Bodily Injury, per person	$100,000.00
Property Damage, per claimant	$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal injury, per person	$100,000.00
Personal Injury, per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per occurrence	$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury, per person	$100,000.00
Personal Injury, per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per accident	$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident	$1,000,000.00
Comprehensive General liability per accident	$1,000,000.00
Bodily Injury, per accident	$1,000,000.00
Property Damage, per claimant	$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.
Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN project **RFP Number: 25.159** number in the search box and click “Search”.
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to Isanti County.

6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT A
Bid Title: Highway 51 Street Lighting Service

PRICING SUMMARY
Pricing is entered online using the Bid Worksheet and the QuestCDN Number: 9674653

Owner Number: 25.154
Closing Date: 05/21/2025 10:30 AM CDT
Posting Type: Goods and Services (G&S)
Owner: Broken Arrow, City of
Solicitor: Broken Arrow - Purchasing

Bid Requirements
Bid Worksheet
Export to CSV
Bid Letting
Bid Letting Display Selection
View Bid Posting

Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
Sections shown in this color are not included in the Base Bid Total - *Optional* completion
Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Rates & Charges						
1	1	1 ½" Crusher Run	TON	1		
2	2	3" Crusher Run	TON	1		
3	3	12", 18" & 36" Rip Rap	TON	1		
4	4	3/8" Asphalt Chips & 1/2" Chips	TON	1		
5	5	1 ½" Road Rock & 1 1/2 " Clean	TON	1		
6	6	Screenings	TON	1		
7	7	6" Surge Rock	TON	1		
8	8	8" Surge Rock	TON	1		
9	9	Gabion Stone	TON	1		
10	10	Asphalt Millings	TON	1		

If submitting a proposal, you are required to fill out the fillable attachments B, C, D, and E.
These forms are inside the Bid request and are filled out separately using fillable forms.

Go to View vBid and on the left side and review "Bid Requirements".

Fillable-Attachment B-Terms & Signature Sheet.pdf
Fillable-Attachment C-References.pdf
Fillable-Attachment D-Interest Affidavit.pdf
Fillable-Attachment E-Proposal Affidavit.pdf

Notary Signatures will be digital using:

1. Notary's Full Name
2. Notary's Number
3. Notary's Commission Date

Notary Signatures with expired commission dates will not be accepted.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT B
TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number **25.159** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: Davis H. Elliot Construction Company, Inc.

Date: 5/28/2025

Company Name: Davis H. Elliot Construction Company, Inc.

Address: 8837 South Highway 51 Broken Arrow, OK 74014
City State Zip Code

Email: thaskins@dhec.com

Signature: _____ Official Title: Sr. Vice President

Please print or type name clearly: Tyler S. Haskins

Telephone: 918-455-8630 Fax Number: _____

Federal Tax ID Number: 54-0458233

Subscribed and sworn to before me this 28th day of May 2025

My Commission Expires: 10/31/2026 _____
Notary Public (or Clerk or Judge)
Jessica Stuart

JESSICA STUART NOTARY PUBLIC REG. #8036904 MY COMMISSION EXPIRES 10/31/26 COMMONWEALTH OF VIRGINIA

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT C
REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: PSO

Telephone: 918-638-4462

Contact Name: Sobronia Conley

Title: CONTRACT COORDINATION MGR

Address: P.O. BOX 201 TULSA, OKLAHOMA 74102-0201
City State Zip Code

Email Address: _____

(2) Customer Name: CREC

Telephone: 918-285-6452

Contact Name: Shawn Jones

Title: Construction Superintendent

Address: 3305 S Boomer Rd, Stillwater, OK 74074
City State Zip Code

Email Address: _____

(3) Customer Name: Indian Electric

Telephone: 918-223-1297

Contact Name: Jeremy Turner

Title: Operations Superintendent

Address: 2506 US-64, Cleveland, OK 74020
City State Zip Code

Email Address: _____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT D
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

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

n/a

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

X Tyler A Haskins

Subscribed and sworn to before me this 28th day of May 20 25

My Commission Expires: 10/31/2026

Jessica Stuart
Notary Public (or Clerk or Judge)
Jessica Stuart

JESSICA STUART NOTARY PUBLIC REG. #8035904 MY COMMISSION EXPIRES 10/31/26 COMMONWEALTH OF VIRGINIA

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

ATTACHMENT E
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Virginia

COUNTY OF: Botetourt

Tyler S. Haskins, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of Davis H. Elliot Construction Company, Inc., the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X Tyler S. Haskins

Subscribed and sworn to before me this 28th day of May 20 25

My Commission Expires: 10/31/2026

Jessica Stuart
(Notary Public (or Clerk or Judge)
Jessica Stuart

JESSICA STUART NOTARY PUBLIC REG. #8035904 MY COMMISSION EXPIRES 10/31/26 COMMONWEALTH OF VIRGINIA

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

CITY OF BROKEN ARROW
Where opportunity lives

CONTRACT RENEWAL NO. 1 of 4

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow City Council as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow City Council to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

Broken Arrow City Council	
Company's Full Legal Name:	**Davis H. Elliot Construction Company Inc.**
Original RFP Number:	**25.159**
RFP Title Name:	**Highway 51 Street Lighting Service**
Original Award Date:	**July 1, 2025**
Current Contract Term:	**07/01/2025 Through 06/30/2026**
Renewal No.:	**1**

WHEREAS the Contract is in effect through the Current Contract Term as defined above:

WHEREAS the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

Renew Contract Term	
Beginning Date of New Contract Term:	**07/01/2026**
End Date of New Contract Term:	**06/30/2027**

The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Renewal, the contract awarded on or about **July 1, 2025**, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Renewal and the contract (including any written Renewals thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
Where opportunity lives

Contractor – Company's Legal Name

Company's Legal Name:	Davis H. Elliot Construction Company, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Tyler S. Haskins, Senior Vice President
Date:	6/10/2026
Company Address:	8837 S. Highway 51, Broken Arrow, OK 74014

Broken Arrow City Council Mayor

Authorized Signature:	Debra Wimpee
Printed Name and Title of Person Signing:	Debra Wimpee Mayor
Date:	6/11/2026

Broken Arrow City Attorney

Authorized Signature:	James Walters
Printed Name and Title of Person Signing:	James Walters Dep City Atty
Date:	6/23/2026

Broken Arrow City Clerk

Authorized Signature:	Curtis Green
Printed Name and Title of Person Signing:	Curtis Green City Clerk
Date:	6/23/2026

Stamp for Broken Arrow City Council

CITY OF BROKEN ARROW OKLAHOMA
TULSA COUNTY

City of Broken Arrow

Request for Action

File #: 26-932, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Approval of and authorization to execute the second renewal for gasoline and diesel to Offen Petroleum LLC

Background:
To improve service while decreasing costs, the Maintenance Services Department is recommending the renewal of the agreement with Offen Petroleum for the sale and delivery of gasoline and diesel fuel for the City of Broken Arrow's stationary fueling sites.

The organization utilizes approximately 255,000 gallons of gasoline and 268,000 gallons of diesel annually to support City operations. In FY 2024, the total fuel cost was $1,750,400. For FY 2025, projected fuel costs were estimated at approximately $1,900,000. Fuel is typically purchased on a weekly basis and delivered via tanker to the City's designated fuel sites. In addition, diesel fuel is procured as needed for emergency generators across Broken Arrow.

The Purchasing Division monitors fuel levels and places orders once inventory reaches predetermined thresholds. Area fuel prices are tracked using OPIS (Oil Price Information Service), a widely accepted benchmark for fuel pricing. While the City cannot control fluctuations in fuel prices, the primary cost variables are delivery charges and supplier markups.

To manage fuel costs and simplify the procurement process, the City previously solicited annual bids based on the unit cost per gallon relative to the OPIS rack average. This approach allows for consistent markups and delivery fees, reducing the impact of market volatility.

The City of Broken Arrow solicited bid 25.100 for supply of gasoline and diesel fuel and opened responsive proposals August 07, 2024, with six vendors responding. The City awarded the base fuel supply contract to Offen Petroleum as the most advantageous bidder.

City staff recommends the approval of the second renewal for this fuel supply contract with Offen Petroleum under the same pricing structure and delivery terms.

Fuel expenses are budgeted annually by each department.

Cost: Cost of fuel

Funding Source: Various department operational funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager Office

Attachments: 25.100 Gasoline Diesel Bid Tab, Offen Petroleum LLC Bid, Offen Renewal_Council

Recommendation:

Approval of and authorization to execute the second renewal for gasoline and diesel to Offen Petroleum LLC

BID 25.100
Gasoline and Diesel Fuel
BID OPENING DATE 08/07/2024

Vendor		Fleet Fuels	Sunoco LLC	Petroleum traders	Mansfield Oil Company	Pinnacle Petroleum Inc	Offen Petroleum
Item No.	Item	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting	Unit Cost/Gallon Above Opis Rack Average Posting
	Unleaded Gasoline 87 Octane 255,000 gallons	$0.1010	$0.0050	$0.0203	$0.0493	$0.0579	-$0.0040
	Diesel Fuel #2 blended for climatic condions 268,000 gallons	$0.1310	$0.0050	$0.0304	$0.0476	$0.0605	-$0.0075
	Annual Cost	**Annual Cost**	**Annual Cost**	**Annual Cost**	**Annual Cost**	**Annual Cost**	**Annual Cost**
	Unleaded Gasoline	$25,755.00	$1,275.00	$5,176.50	$12,571.50	$14,764.50	-$1,020.00
	Diesel Fuel	$35,108.00	$1,340.00	$8,147.20	$12,756.80	$16,214.00	-$2,010.00
	Total Annual Cost	$60,863.00	$2,615.00	$13,323.70	$25,328.30	$30,978.50	-$3,030.00
Optional	**Item**						
	Portable Diesel Fuel Tank 2,000 Gallons	$0.3100	$6,000.00	NB	$6,000.00	NB	NB
	Portable Unleaded Fuel Tank 2,000 Gallons	$0.2800	$6,000.00	NB	$6,000.00	NB	NB
	Item						
Additional Info	Fuel Surcharge Pricing	Included in fuel price @ 10%		N/A	34%	Included in price	N/A
	Optional Services	N/A		N/A	Tank Monitoring, Fuel Testing, Fuel Treatment Additivies, Tank Cleaning, Fleed Card Program & Fixed Pricing	Can service all your fueling needs & lubricant needs	N/A
	Added Value / Discount	N/A		N/A	See Attached	Tank monitoring and customized reporting	N/A
	Comments	N/A	Bobtail Delivery Add 0.1700/gallon	N/A	N/A	N/A	Bobtail Delivery Add $.27 for Unlead & $.29 fot Diesel to each gallon

NOTES **Bid Request 25.100 was sent out to five (5) Vendors with six (6)
This bid tabulation is true and accurate to the best of my knowledge
Wednesday, August 28th, 2024

Ryan Baze
General Services Director

Attachment A

Gasoline and Diesel Fuel

PRICING SUMMARY

Note: Pricing is to be firm through June 30, 2025.

DELIVERY AND PRICING

1. **Delivery**. If your Bid is accepted and a contract is executed, state the amount of time you need to deliver the fuel ordered: 24 hours or sooner. 24 hours from order placement preferred.

You must be able to deliver the fuel as specified in your Bid. Failure to do so may result in City terminating you contract or cancelling the Purchase Order, as well as any other damages to which it may be entitled in law and in equity.

2. **Pricing**. You agree to sell the City the following fuel and delivery according to the fixed prices shown below. You must state the total cost necessary to provide all fuel and delivery, including all stop and freight charges, superfund charges and any other charges not specifically identified, shipping F.O.B. Broken Arrow, Oklahoma (prepaid freight), and excluding all federal excise and state sales taxes from which the City is exempt. All costs incidental to this commodity and service are to be included in your bid price.

Quantities listed are for evaluation purposes only. Quantity shown is the estimated fuel usage the City anticipates it will use for the contract period. There is no guaranteed quantity of purchase under this contract

Item	Description	Quantity	Unit cost/gallon above **OPIS rack average posting	Total annual cost
1	Unleaded Gasoline 87 Octane	255,000 gallons*	-0.004	-1,020.00
2	Diesel Fuel #2 blended for climatic conditions	268,000 gallons*	-0.0075	-2,010.00

Total Annual Cost $-3,030.00

1.Optional.

Portable Diesel Fuel Tank	2,000 gallons*	$_____
Portable Unleaded Fuel Tank	2,000 gallons*	$_____

Attachment A (Continuation)

* Estimated annual usage for evaluation purposes
** OPIS is the Oil Price Information Service "Wholesale" is the current OPIS "Rack Average" Price for this market

Annual Price Adjustment: The prices bid for this contract shall not increase during the initial term of the contract. If you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price is allowed, however, you must show your cost increase formula or percentage of increase you anticipate:

a) Show Annual Price Adjustment:

N/A - no adjustment

Note: Any price increase you indicate will be included in evaluation of your bid.

b) You must notify the City, in writing, no later than 30 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price change formula in you bid. Failure to notify the City may result in the City denying any price increases. In no event can the proposed price change exceed that possible under the choice in your bid.

Attachment A (Continuation)

1.List fuel surcharge pricing.

_____ $_____

2.List other optional services along with pricing.

_____ $_____

3.List any value-added services and / or volume discount information.

_____

Comments/Notes: Bobtail delivery add $0.27 for unlead gas and $0.29 for diesel for each gallon.
_____
_____
_____

Attachment B

Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. anywhere from 5 to 10 Calendar days.

All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.

In compliance with this invitation for **Bid 25.100** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of **only** the **"Statement of No Interest Sheet"** with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder:

Offen Petroleum LLC Date: 8/16/24
Company Name

Address:
5100 E 78th Ave., Commerce City, CO., 80022
City State Zip

Signature: Giuliana Kafaf
Official Title: Government Manager

Please print or type name clearly:
Giuliana Kafaf

Telephone Number: 720-545-2686 Ext:

Email Address: opgovbid@offenpetro.com & giuliana.kafaf@offenpetro.com

Federal Tax ID Number 84-1101310

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

Attachment C

References

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

(1) Customer Name: Moore Public Schools Telephone: 405-735-4080

Contact Name: Robert Benjamin Title: Purchasing Agent

Address: 404 N Chestnut Ave., Moore, OK., 73160-4833

Email Address: robertbenjamin@mooreschools.com

(2) Customer Name: Creek County Highway Dept Telephone: 918-227-4909

Contact Name: Jana Thomas Title: Purchasing Agent

Address: 10920 S Highway 99, Drumright, OK., 74030-6032

Email Address: jthomas@creekcountyonline.com

(3) Customer Name: Owasso Public School Telephone: 918-274-1904

Contact Name: Brian Hailey Title: Director of Transportation

Address: 1501 N Ash Street, Owasso, OK., 74055-4920

Email Address: brian.hailey@owassops.org

Attachment D

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Morris

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

YES

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

x Giuliana Kafaf

Subscribed and Sworn to before me this 17th day of August 2024

My Commission Expires: 12/01/2026

Notary Public

JUNGKIL HAN
ID # 2353073
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires December 1, 2026

Attachment E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: New Jersey

COUNTY OF: Morris

Giuliana Kafaf, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of Offen Petroleum LLC, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer's direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

x Giuliana Kafaf

Subscribed and sworn to before me this 15th day of August 20 24

My Commission Expires: 12/01/2026

Notary Public (or Clerk or Judge)

JUNGKIL HAN
ID # 2353073
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires December 1, 2026

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Offen Petroleum LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5100 E 78th Ave

6 City, state, and ZIP code

Commerce City, CO 80022

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	1	1	0	1	3	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Alex X. | **Date** 04/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Docusign Envelope ID: 8EC078BF-4B6D-8E26-83C4-45151842A9D3

CITY OF
BROKEN ARROW
Where opportunity lives

CONTRACT RENEWAL NO. 2 of 4

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow City Council as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow City Council to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

Broken Arrow City Council	
Company's Full Legal Name:	**Offen Petroleum**
Original RFP Number:	**25.100**
RFP Title Name:	**Gasoline and Diesel Fuel**
Original Award Date:	**September 17, 2024**
Current Contract Term:	**07/01/2025 Through 06/30/2026**
Renewal No.:	**2**

WHEREAS the Contract is in effect through the Current Contract Term as defined above:

WHEREAS the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

Renew Contract Term	
Beginning Date of New Contract Term:	**07/01/2026**
End Date of New Contract Term:	**06/30/2027**

The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Renewal, the contract awarded on or about **September 17, 2024**, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Renewal and the contract (including any written Renewals thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
Where opportunity lives

Contractor – Company's Legal Name

Company's Legal Name:	Orren Petroleum, LLC
Authorized Signature:	DocuSigned by: Danny Sells 36DE3A5F875446A...
Printed Name and Title of Person Signing:	Danny Sells SVP of Sales
Date:	6/11/2026 | 11:31 AM MDT
Company Address:	5100 E. 78th Ave, Commerce City, CO., 80022

Broken Arrow City Council Mayor

Authorized Signature:	Debra Wimpee
Printed Name and Title of Person Signing:	Debra Wimpee Mayor
Date:	6/11/2026

Broken Arrow City Attorney

Authorized Signature:	James Walters
Printed Name and Title of Person Signing:	James Walters Dep City Atty
Date:	6/11/2026

Broken Arrow City Clerk

Authorized Signature:	Curtis Green
Printed Name and Title of Person Signing:	Curtis Green Secretary
Date:	6/11/2026

Stamp for Broken Arrow City Council

City of Broken Arrow

Request for Action

File #: 26-973, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

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

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

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

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

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter will be paid by the City as incurred.

Cost: As incurred

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

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

PROFESSIONAL SERVICES AGREEMENT

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

I. PURPOSE OF REPRESENTATION

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

II. OUTSIDE COUNSEL REPORTS TO CITY ATTORNEY

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

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

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

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

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

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

III. CONFLICT OF INTEREST

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

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

IV. TIMELY ACTION BY OUTSIDE COUNSEL

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

V. FEES AND EXPENSES

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

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

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

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

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

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

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

VI. SETTLEMENT

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

VII. MALPRACTICE INSURANCE

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

VIII. RIGHT TO AUDIT

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

IX. RETENTION OF OUTSIDE COUNSEL

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

X. ACCEPTANCES

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

XI. ASSIGNABILITY OF AGREEMENT

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

XII. INDEPENDENT CONTRACTOR.

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

XIII. APPLICABLE LAW AND VENUE.

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

XIV. TERMINATION

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

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2027, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this 15th day of June 2026.

SIGNATURES CONTINUED ON THE NEXT PAGE

HALL ESTILL, ATTORNEYS AT LAW

By: _____
Managing Partner

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

_____.

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

HALL ESTILL, ATTORNEYS AT LAW

By: Stephen W. Rey
Managing Partner

Subscribed and sworn to before me this 12th day of June, 2026.

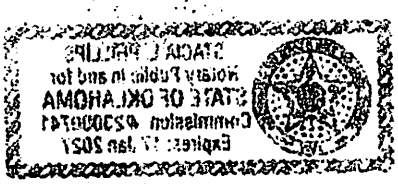
Stacia L. Phillips
Notary Public

My commission expires: 17 Jan 2027

My commission number: 23000741

STACIA L. PHILLIPS
Notary Public in and for
STATE OF OKLAHOMA
Commission #23000741
Expires: 17 Jan 2027

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT


Notary Public in and for
STATE OF OKLAHOMA

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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

HALL ESTILL, ATTORNEYS AT LAW

By: _____
Managing Partner

Subscribed and sworn to before me this 12th day of June, 2026.

_____
Notary Public

My commission expires: 17 Jan 2027

My commission number: 23000741

STACIA L. PHILLIPS
Notary Public in and for
STATE OF OKLAHOMA
Commission #23000741
Expires: 17 Jan 2027

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

STACIA L. PHILLIPS
Notary Public in and for
STATE OF OKLAHOMA
Commission # 20000741
Expires: 17 Jan 2021

City of Broken Arrow

Request for Action

File #: 26-976, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to execute a Purchase and Sales Agreement for real property located at 401 East Dallas Street, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1758, a Resolution of the City of Broken Arrow ratifying, approving, authorizing and accepting a contract for sale of real estate for real property located in Broken Arrow, Tulsa County, Oklahoma and more particularly described as 'All of Lot Six (6), Block Two (2), BARRY DAYTON-MEDALLION NO. 1, an Addition to the City of Broken Arrow, Oklahoma, according to the official plat thereof, on file in the Tulsa County Clerk's Office, State of Oklahoma, (the "real property") in accordance with the terms of a certain contract for sale of real estate by and between the City of Broken Arrow and William J. Fox and Suzanne Fox; approving and authorizing purchase of the real property pursuant to the contract for sale of real estate; and authorizing the City of Broken Arrow expenditure of the sum $178,000.00 to effect such purchase, as well as reasonable and necessary costs; designating representatives of the City of Broken Arrow, for purposes of granting certain approvals and executing certain instruments as required under, and in connection with, said assignment and Approval of and authorization to execute a Purchase and Sales Agreement for the aforementioned real property and containing other provisions relating thereto (Project No. ST25320)

Background; William J. Fox and Suzanne Fox own real property located at 401 East Dallas Street, Broken Arrow, Oklahoma, 74012, also known as 'All of Lot Six (6), Block Two (2), BARRY DAYTON-MEDALLION NO. 1, an Addition to the City of Broken Arrow, Oklahoma, according to the official plat thereof, on file in the Tulsa County Clerk's Office, State of Oklahoma. The City is considering future infrastructure needs in this area. The attached Resolution No. 1758 approves and authorizes the purchase of real estate and designates signatories for all closing documents. (Project No. ST25320).

Cost: $178,000.00 plus closing costs

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Purchase and Sales Agreement
Resolution No. 1758

Recommendation:
Approve and authorize execution of Resolution No. 1758

PURCHASE AND SALES AGREEMENT

Article 1
PROPERTY/PURCHASE PRICE

1.1 CERTAIN BASIC TERMS:

(a)	Purchaser and Notice Address:	The City of Broken Arrow or its Assigns 220 South First Street Broken Arrow, Oklahoma 74013
(b)	Seller and Notice Address:	William Fox & Suzanne Miller 401 E Dallas St Broken Arrow, OK 74012
(c)	Effective Date of this Agreement:	June 4, 2026
(d)	Purchase Price:	One hundred seventy-eight thousand dollars and no cents (178,000.00)
(e)	Due Diligence Period:	Thirty (30) days
(f)	Closing Date:	On or before August 6, 2026
(g)	Title Insurance Policy and Survey Costs:	Purchaser
(h)	Title Company:	FirsTitle 4500 W Houston Street Broken Arrow, OK 74012 918-615-6832 Attention: Dawn Peek

1.2 PROPERTY: Subject to the terms of this Purchase and Sales Agreement ("Agreement"), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property ("Property"):

(a) The real property described in Exhibit "A," together with the buildings (if any) and improvements therein ("Improvements"), and all appurtenances of the above-described real property, including easements or rights-of-way relating thereto. Additionally, all rights, title, and interest, if any, and with warranty, of Seller in and to the land lying within any street or roadway adjoining the real property described above or any vacated or hereafter vacated street or alley adjoining said real property.

(b) All of Seller's right, title, and interest in and to all tangible personal property, if any, owned by Seller ("Personal Property") presently located on such properties.

(c) All mineral rights of whatever nature under the surface of the land owned by Seller.

(d) All of Seller's right, title and interest in and to all of the following items, to the extent assignable, relating to the ownership, operation and management of the Property ("Intangible Personal Property"): (i) licenses and permits relating to the operation of the Property; (ii) telephone exchanges, trade names, marks, and other identifying materials (but specifically excluding any right, title or interest in any other trademarks, service marks and trade names of Seller); and (iii) guaranties and warranties from any contractor, manufacturer or other person in connection with the construction or operation of the Property.

ARTICLE 2
INSPECTIONS/CONTINGENCIES

2.1 PROPERTY INFORMATION: Seller shall make available to Purchaser within five (5) days after the Date of this Agreement, to the extent in Seller's possession, copies of, or access to, with the right to copy, the following ("Property Information"):

(a) Any environmental, architectural, and engineering reports prepared for Seller and, to Seller's knowledge, in its possession in connection with Seller's purchase, ownership or management of the property.

(b) Any and all environmental, architectural, engineering, appraisal, zoning, flood, sewer and utility information and any and all other information currently in Seller's possession or which may be easily obtained by Seller.

(c) Seller will disclose in writing all known property faults, which may affect the value of the property including hazardous materials.

Seller represents and warrants to the best of Seller's knowledge the accuracy or completeness of the Property Information.

FOR PURPOSES OF THIS AGREEMENT, THE TERM "HAZARDOUS MATERIAL" SHALL MEAN ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL OR ANY SUBSTANCE, CHEMICAL, WASTE OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIO-ACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY AND SHALL INCLUDE ANY CHEMICAL, SUBSTANCE, MATERIAL OR WASTE OR COMPONENT THEREOF, WHICH IS NOW OR HEREAFTER LISTED, DEFINED OR REGULATED AS A HAZARDOUS OR TOXIC SUBSTANCE, MATERIAL OR WASTE OR COMPONENT THEREOF BY ANY FEDERAL, STATE OR LOCAL GOVERNING OR REGULATORY BODY HAVING JURISDICTION, OR WHICH TRIGGERS ANY EMPLOYEE OR COMMUNITY "RIGHT-TO-KNOW" REQUIREMENTS ADOPTED BY ANY SUCH BODY, OR FOR WHICH ANY SUCH BODY HAS ADOPTED ANY REQUIREMENTS OR THE PREPARATION OR DISTRIBUTION OF MATERIAL SAFETY DATA SHEETS ISSUED BY THE MANUFACTURER OF ANY SUCH MATERIAL. NO BROKER OR OTHER INDIVIDUAL HAS MADE ANY REPRESENTATIONS OR WARRANTY NOT HEREIN SET FORTH IN WRITING.

2.2 CONFIDENTIALITY: The Property Information and all other information furnished to, or obtained through inspection of the Property by Purchaser, its affiliates, employees, or agents relating to the Property will be treated by Purchaser, its affiliates, employees, and agents as confidential, (other than matters of public record). The Property Information and all other information shall not be disclosed to anyone other than Purchaser's consultants and then only on a need-to-know basis and further, all such information shall be returned to Seller by Purchaser if the Closing does not occur.

2.3 INSPECTIONS IN GENERAL: During the Due Diligence Period, Purchaser, its agents, and employees shall have the right to enter upon the Property for the purpose of making such non-intrusive inspections as Purchaser may deem appropriate at Purchaser's sole risk, costs, and expense. All such entries upon the Property shall be at reasonable times and after at least twenty-four (24) hours notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. At Seller's request, Purchaser shall provide Seller with a copy of the results of any tests and inspections made by Purchaser, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Purchaser will restore the Property to the same condition as it existed prior to the inspections or tests. All inspectors, contractors, subcontractors, or vendors contracted by the Purchaser to inspect, survey, core drill or perform any other inspection services on the subject property shall submit to the Purchaser all required certificates of insurance in the amount of $1,000,000.00.

2.4 ENVIRONMENTAL INSPECTIONS: Purchaser at Purchaser's expense, shall have the right to enter upon the Property, together with any other persons, to inspect and conduct such environmental soil, air, hydrocarbon, chemical, carbon, asbestos, lead-based paint, and other tests Purchaser deems necessary or appropriate. The inspections under Paragraph 2.3 may include a non-intrusive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other intrusive inspection or sampling of soil or materials shall be performed without the prior written consent of Seller, which may be withheld in its sole and absolute discretion and which shall in any case be subject to Seller's review and approval of the proposed scope of work and the party that will perform the work. Should this transaction not Close, Purchaser shall deliver to Seller, at Seller's request, copies of any environmental report obtained by Purchaser. If any inspection discloses a "recognized environmental condition" (as hereinafter defined) affecting the Property, then Purchaser may terminate this Agreement in its sole and absolute discretion if provisions satisfactory to Purchaser are not made with respect to such condition.

2.5 TERMINATION DURING DUE DILIGENCE PERIOD: In the event Purchaser determines, before the expiration of the Due Diligence Period, that the Property is unacceptable for Purchaser's purposes for any reason whatsoever, Purchaser shall have the right to terminate this Agreement in its sole and absolute discretion by giving to Seller notice of termination before the expiration of the Due Diligence Period.

ARTICLE 3
TITLE AND SURVEY REVIEW

3.1 DELIVERY OF SURVEY AND TITLE COMMITMENT: Within fifteen (15) days after the Effective Date herein, Seller shall cause to be delivered to Purchaser and Purchaser's

attorney an ALTA survey and a title commitment issued by the Title Company (the "Title Report"), covering the Property, together with copies of all documents referenced in the Title Commitment.

3.2 TITLE REVIEW AND CURE: Purchaser shall review the Title Commitment and the Survey. Purchaser shall notify Seller in writing of any title or survey objections/defects no later than fifteen (15) days after receipt of such Title Commitment and Survey. Seller may, but shall not be obligated to, attempt to cure any title objections by the Closing Date, or such additional time as agreed to by Seller and Purchaser and in writing, to satisfy such objections. If Seller elects not to cure any title or survey objection/defect, or fails to cure any title or survey objection by the Closing Date or by the additional time as agreed to above, then Purchaser shall either terminate this Agreement by written notice to Seller given on or before ten (10) days after receipt of any notice by Seller that it elects not to cure or cannot cure any title or survey objections, or, if later, the Closing Date or the additional time as agreed to above, or waive such title or survey objections, in which event the Closing shall occur as contemplated herein and Purchaser shall accept title to the Property subject to such condition. Failure of Purchaser to give written notice to Seller of Purchaser's intent to so terminate shall constitute waiver of such objection(s).

3.3 TITLE POLICY: At closing, as a condition to Purchaser's obligation to close and subject to the performance by Purchaser of all its obligations in connection therewith, the Title Company shall deliver to Purchaser an Owner's Policy of Title Insurance ("Title Policy"), issued by the Title Company, dated the date and time of recording of the Deed, in the amount of the Purchase Price, insuring Purchaser as owner of fee simple to the Property.

ARTICLE 4
OPERATIONS AND RISK OF LOSS

4.1 NEW CONTRACTS: While this Agreement is pending, Seller shall not enter into any contract that will be an obligation affecting the Property subsequent to the Closing, except contracts entered into, in the ordinary course of business, that are terminable without cause upon thirty (30) days' notice, without the prior consent of the Purchaser, which shall not be unreasonably withheld.

4.2 TERMINATION OF SERVICE CONTRACTS: On the Closing Date, Seller shall terminate any and all Service Contracts which may exist without any costs or liability to Purchaser, unless Purchaser notifies Seller during the Due Diligence period as to which such Service Contracts should not be canceled, and which will be assumed by Purchaser. All Service Contracts not terminated by Seller per the Purchaser's request shall be assigned to and assumed by Purchaser at Closing.

4.3 CASUALTY OR CONDEMNATION: If any of the Property (building or fixture located thereon) has been materially damaged or destroyed or taken by condemnation before the Closing Date, Purchaser may cancel and rescind this Agreement or choose to receive the insurance or condemnation proceeds and proceed to close.

ARTICLE 5
CLOSING

5.1 CLOSING: The consummation of the transaction contemplated herein ("Closing") shall occur on or before the Closing Date at the office of FirsTitle.

5.2 CONDITIONS: The obligation of Seller, on one hand, and Purchaser, on the other hand, to consummate the transaction contemplated hereunder is contingent upon the following:

(a) Each party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

(b) As of the Closing Date, each party shall have performed their obligations hereunder and all deliveries made at Closing shall be tendered;

(c) No actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against the other party that would materially and adversely affect the other party's ability to perform its obligations under this Agreement shall exist;

(d) No pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to this Agreement or the consummation of the transaction contemplated hereby shall exist; and

(e) Seller will evict all tenants on the Property and remove all personal property belonging to present or past tenants or other third parties (if any) and no lease shall survive the closing (if any).

5.3 EACH PARTIES OPTIONS TO TERMINATE: Each Party's obligation to close the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the obligations as described in Section 5.2.

5.4 SELLER'S DELIVERIES: On or before the Closing Date, Seller shall deliver to the Purchaser the following:

(a) **Deed:** A General Warranty Deed ("Deed") in the form provided for under the laws of the State of Oklahoma, executed and acknowledged by Seller, conveying to Purchaser fee simple title to the Property, subject only to: (i) all zoning and building laws, ordinances, maps, resolutions, and regulations, of all governmental authorities having jurisdiction which affect the Property and the uses and improvements thereon; (ii) any leases assumed by Purchaser; (iii) all matters of record; (iv) any statement of facts, which an accurate survey made of the Property at the time of Closing would show; and (v) any statement of facts, which a personal inspection of the Property and all appurtenances thereto is made at the time of Closing would disclose. Seller shall quitclaim any discrepancy within the legal description of the Property in the Deed and within the deed from the Seller's immediate grantor;

(b) **State Law Disclosures:** Such disclosures and reports as are required by the City of Broken Arrow and the State of Oklahoma laws in connection with the conveyance of real property;

(c) **FIRPTA:** A Foreign Investment in Real Property Tax Act affidavit executed by Seller;

(d) **Authority:** Evidence of the existence, organization and authority of Seller and of the authority of the persons executing the documents on behalf of Seller reasonably satisfactory to the Purchaser and the Title Company; and

(e) **Additional Documents:** Any additional documents that Purchaser or the Title Company may reasonably require for the consummation of the transaction contemplated by this Agreement.

5.5 PURCHASER'S DELIVERIES: On or before the Closing Date, Purchaser shall deliver to the Seller the following:

(a) **Purchase Price:** The Purchase Price, plus or minus any applicable prorated amounts, in same-day federal funds;

(b) **State Law Disclosures:** Such disclosure and reports as are required by the City of Broken Arrow and State of Oklahoma laws in connection with the conveyance of real property; and

(c) **Additional Documents:** Any additional documents that the Seller or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement

5.6 CLOSING STATEMENTS: At the closing, Seller and Purchaser shall deposit with the Title Company executed closing statements consistent with this Agreement in the form required by the Title Company.

5.7 TITLE POLICY: The Title Policy shall be delivered at closing as provided in Paragraph 3.3.

5.8 POSSESSION: Seller shall deliver possession of the Property to Purchaser at the Closing, subject only to the Permitted Exceptions (if any). Seller shall be permitted to occupy and reside on the Property no more than three (3) days after the Closing Date. Seller shall be responsible for any and all damages, changes, modifications, alterations, or other occurrences on the property during such time of occupation and residence and is strictly prohibited from making any changes, modifications, or alterations on the said property.

5.9 REMOVAL OF PERSONAL PROPERTY: All personal property to be retained by Seller shall be removed from the Property prior to the Closing Date at Seller's expense. This shall include but not limited to all personal items, furniture (indoor and outdoor), and removable fixtures (indoor and outdoor). The Purchaser shall not be liable for any damages associated with the removal of Seller's personal property from the Property.

5.10 CLOSING COSTS: All Closing Costs shall be paid at or before closing as provided in this Agreement. The Title Company's closing fee shall be paid by the Purchaser. Each party

shall pay its own attorney's fees.

5.11 CLOSE OF SALE: Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Title Company to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

ARTICLE 6
PRORATED AMOUNTS

6.1 PRORATED AMOUNTS: The items in this Paragraph 6.1 shall be prorated between Seller and Purchaser as of the Closing Date. The day of Closing shall belong to Purchaser and all prorated amounts provided to be made as of the Closing shall each be made as of the end of the day before the Closing Date.

(a) **Taxes and Assessments:** General real estate taxes imposed by government authority ("Taxes") not yet due and payable shall be prorated. If the Closing occurs prior to the receipt by Seller of the tax bill of the calendar year or other applicable tax period in which the Closing occurs, Purchaser and Seller shall prorate Taxes for such calendar year or other applicable tax period based upon the most recent ascertainable assessed values and tax rates.

6.2 SALES, TRANSFER AND DOCUMENTARY TAXES: Seller shall pay any sales, gross receipts, compensating, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction.

6.3 COMMISSIONS: Seller represents and warrants that it has not dealt with any real estate broker, salesperson, or finder in connection with this transaction. Purchaser represents and warrants that it has not dealt with any real estate broker, salesperson, or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions in connection with the negotiation, execution, or consummation of this Agreement of the transactions contemplated hereby, each party shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statements, representation or agreement of such party.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 SELLER'S REPRESENTATIONS AND WARRANTIES: As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser (which representations and warranties shall survive closing) that:

(a) **Organization and Authority:** Seller has been duly organized and is validly qualified to do business in the state in which the Real Property is located on the Closing Date. Seller has the full right and authority and has obtained all consents (if any) required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will

constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms;

(b) **Conflicts and Pending Action:** There is no agreement to which Seller is a party or to Seller's knowledge binding on Seller, which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller of the Property, including condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement; and

(c) **Compliance with Law:** To Seller's knowledge, Seller has not received any written notice, addressed specifically to Seller and sent by any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance, or regulation.

"Seller's knowledge", as used in this Agreement means the current actual knowledge of the undersigned Seller, without any obligation on such person's part to make any independent investigation of the matters being represented, or to make any inquiry of any other persons, or to search or examine any files, records, books, correspondence and the like.

7.2 PURCHASER'S REPRESENTATIONS AND WARRANTIES: As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(a) **Organization and Authority:** Purchaser has the full right and authority and has obtained any, and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligations of Purchaser, enforceable in accordance with their terms; and

(b) **Conflicts and Pending Action:** There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending, or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

7.3 DISCLAIMER OF WARRANTIES: IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER **"AS IS, WHERE IS, WITH ALL FAULTS."**

ARTICLE 8
DEFAULT AND DAMAGES

8.1 DEFAULT BY PURCHASER: If Purchaser shall default in its obligation to purchase the Property pursuant to this Agreement, Purchaser agrees that Seller shall have the right to terminate this Agreement and Purchaser shall have no further right, title, or interest in the Property.

8.2 DEFAULT BY SELLER: In the event Seller defaults in its obligation to sell and convey the Property to Purchaser pursuant to this Agreement, Purchaser's sole remedy shall be to elect one of the following: (a) to terminate this Agreement or (b) to bring an action for specific performance or any other remedies Purchaser may have.

ARTICLE 9
MISCELLANEOUS

9.1 PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

9.2 CONFIDENTIALITY: Purchaser shall not record this Agreement or any memorandum of this Agreement.

9.3 HEADINGS: The Article and paragraph headings of this Agreement are of convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

9.4 INVALIDITY AND WAIVER: If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

9.5 GOVERNING LAW: This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Oklahoma.

9.6 SURVIVAL: Unless otherwise expressly stated in this Agreement, each of the covenants, obligations, representations, and agreements contained in this Agreement shall survive the Closing.

9.7 NO THIRD-PARTY BENEFICIARY: This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

9.8 ENTIRETY AND AMENDMENTS: This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property except for any confidentiality agreement binding on Purchaser, which shall not be superseded by this Agreement. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

9.9 TIME: Time is of the essence in the performance of this Agreement.

9.10 ATTORNEY'S FEES: Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the

prevailing party all reasonable costs, charges, and expenses, including attorney's fees, expended or incurred in connection therewith.

9.11 NOTICES: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Paragraph 1.1. Any such notices shall be either:(a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for information purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

9.12 CONSTRUCTION: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and any ambiguities shall not be resolved against the drafting party, both parties being deemed to have drafted this Contract.

9.13 CALCULATION OF TIME PERIODS: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local Tulsa, Oklahoma time.

9.14 EXECUTION IN COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by e-mailed counterparts of the signature pages and/or any other pages as deemed necessary to reach a final agreement.

9.15 INVESTIGATION RESULTS: In the event the subject transaction does not close, then copies of all the results of the environmental investigation, survey, core drilling, engineering studies, topographic photos and/or maps, site analysis, or other studies or analysis Purchaser may have performed with regard to the Property shall be made available to the Seller, upon written request, within a reasonable amount of time, not to exceed thirty (30) days from the date transaction is terminated, at no additional cost to the Seller.

ARTICLE 10
PURCHASER'S CONTINGENCY

10.1 PURCHASER'S CONTINGENCY: Purchase and Seller agree that, in addition to any other conditions contained in the Purchase and Sale Agreement Purchaser's obligation to purchase the Property is expressly conditioned upon the following:

(a) A Phase I Environmental Site Assessment by qualified company acceptable to Purchaser certifying that the Property is free of hazardous materials and that no remediation is needed. Purchaser shall pay the cost of said Assessment;

(b) Soil test showing that the soils on the Property are suitable for Purchaser's intended use. Purchaser will perform such test within thirty (30) days after Seller's acceptance of this offer;

(c) Access to the Property acceptable to Purchaser and suitable for Purchaser's intended use; and

(d) Delivery of a Certificate of Non-Development by Purchaser, at Purchaser's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

(see following page)

BY:_____ DATE:_____
William J. Fox

(see following page)

BY:_____ DATE:_____
Suzanne Fox f.k.a. Suzanne Miller

"PURCHASER"

THE CITY OF BROKEN ARROW,
OKLAHOMA

BY:_____ DATE:_____
Mayor

Approved as to Form

BY:_____ DATE:_____
Assistant City Attorney

ATTEST:

BY:_____ DATE:_____
City Clerk

9.12 CONSTRUCTION: The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and any ambiguities shall not be resolved against the drafting party, both parties being deemed to have drafted this Contract.

9.13 CALCULATION OF TIME PERIODS: Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local Tulsa, Oklahoma time.

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(b) Soil test showing that the soils on the Property are suitable for Purchaser's intended use. Purchaser will perform such test within thirty (30) days after Seller's acceptance of this offer;

(c) Access to the Property acceptable to Purchaser and suitable for Purchaser's intended use; and

(d) Delivery of a Certificate of Non-Development by Purchaser, at Purchaser's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

BY: William J. Fox
DATE: June 7, 2026

William J. Fox

BY: Suzanne Fox f.k.a. Suzanne Miller

DATE: 6-9-26

Suzanne Fox f.k.a. Suzanne Miller

"PURCHASER"

THE CITY OF BROKEN ARROW,
OKLAHOMA

BY: _____

DATE: _____

Mayor

Approved as to Form

BY: _____

DATE: _____

Assistant City Attorney

ATTEST:

BY: _____

DATE: _____

City Clerk

☐ Exhibit "A"

Legal Description of Property

All of Lot Six (6), Block Two (2), BARRY DAYTON-MEDALLION NO. 1, an Addition to the City of Broken Arrow, Oklahoma, according to the official plat thereof, on file in the Tulsa County Clerk's Office, State of Oklahoma.

RESOLUTION NO. 1758

APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY AT 401 EAST DALLAS STREET, BROKEN ARROW, OKLAHOMA; AND APPROVAL TO EXECUTE RESOLUTION NO. 1757, A RESOLUTION OF THE CITY OF BROKEN ARROW RATIFYING, APPROVING, AUTHORIZING AND ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE FOR REAL PROPERTY LOCATED IN BROKEN ARROW, TULSA COUNTY, OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS 'ALL OF LOT SIX (6), BLOCK TWO (2), BARRY DAYTON-MEDALLION NO. 1, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE TULSA COUNTY CLERK'S OFFICE, STATE OF OKLAHOMA', (THE "REAL PROPERTY") IN ACCORDANCE WITH THE TERMS OF A CERTAIN CONTRACT FOR SALE OF REAL ESTATE BY AND BETWEEN THE CITY OF BROKEN ARROW AND WILLIAM J. FOX AND SUZANNE FOX; APPROVING AND AUTHORIZING PURCHASE OF THE REAL PROPERTY PURSUANT TO THE CONTRACT FOR SALE OF REAL ESTATE; AND AUTHORIZING THE CITY OF BROKEN ARROW EXPENDITURE OF THE SUM $178,000.00 TO EFFECT SUCH PURCHASE, AS WELL AS REASONABLE AND NECESSARY COSTS; DESIGNATING REPRESENTATIVES OF THE CITY OF BROKEN ARROW, FOR PURPOSES OF GRANTING CERTAIN APPROVALS AND EXECUTING CERTAIN INSTRUMENTS AS REQUIRED UNDER AND IN CONNECTION WITH SAID ASSIGNMENT AND APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR THE AFOREMENTIONED REAL PROPERTY AND CONTAINING OTHER PROVISIONS RELATING THERETO. (PROJECT NO. ST25320).

WHEREAS, William J. Fox and Suzanne Fox, owners of 401 East Dallas Street;

WHEREAS, the City of Broken Arrow's efforts and interest in securing the Real Property, the City of Broken Arrow's Right of Way agent negotiated with William J. Fox and Suzanne Fox to enter into a Purchase and Sales Agreement for the purchase price of $178,000.00; and

WHEREAS, this real property is legally described as follows:

All of Lot Six (6), Block Two (2), BARRY DAYTON-MEDALLION NO. 1, an Addition to the City of Broken Arrow, Oklahoma, according to the official plat thereof, on file in the Tulsa County Clerk's Office, State of Oklahoma;

WHEREAS, it is contemplated that the acquisition of the real estate will provide opportunities for further infrastructure and development activities within the City of Broken Arrow; and

WHEREAS, the City of Broken Arrow deems it appropriate to approve and accept the Purchase and Sales Agreement, authorize purchase of the Real Property, authorize the expenditure of the sum of $178,000.00 to effect such purchase and in providing for future development of the Real Property in a manner to be determined in the future, and further that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

NOW THEREFORE BE IT RESOLVED BY THE BROKEN ARROW CITY COUNCIL, THAT:

1. Approval of and authorization to execute a purchase and sales agreement for a real property at 401 East Dallas Street, Broken Arrow, Oklahoma, is hereby approved, authorized, and accepted. The Contract and closing shall be executed for and on behalf of the City by the Mayor or Vice Mayor, as the case may be, and attested by the City Clerk. The Contract for the Sale of Real Estate is hereby authorized for execution and delivery, subject to minor changes, insertions and omissions and such filling of blanks therein as may be approved and made in the form thereof by the officer of the City executing the same pursuant to this section. The execution of the Contract for the Sale of Real Estate for and on behalf of the other parties thereto by their respective authorized officers and for and on behalf of the City by the Mayor or Vice Mayor as the case may be, with an official seal of the City affixed and attested by the signature of the City Clerk, shall be conclusive evidence of the approval of any changes, insertions, omissions and filling of blanks;

2. The City of Broken Arrow is hereby authorized to close the purchase and sale of the Real Property pursuant to the Approval of and authorization to execute a Purchase and Sales Agreement for real property at 401 East Dallas Street, Broken Arrow, Oklahoma, to acquire the Real Property for and on behalf of the City, and to execute and deliver, for and on behalf of the City, all necessary instruments and agreements reasonably required in connection therewith, following their approval by the City Attorney (whose approval need not be endorsed thereon);

3. The City of Broken Arrow is hereby authorized to expend the sum of $178,000.00 for such an acquisition and is authorized to expend monies for all closing costs and any other cost related to the purchase and closing of this transaction;

4. The Mayor or Vice Mayor is hereby authorized to approve (upon the recommendation of the City Attorney) the final forms of the purchase and closing of the Real Property, and minor changes, insertions and deletions therein, as well as in the form and content of this Resolution, with any changes in the form or content of this Resolution to be evidenced by a written supplement hereto which shall be executed by the Mayor or Vice Mayor and shall evidence the written prior approval of the City Attorney endorsed thereon, and the signature of the Mayor on such supplement shall be conclusive evidence of the approval thereof by the City Council pursuant to and under the City given under this Section 4;

5. It is the intention of the City Council that the Councilmembers and City Officers shall, and they are hereby ex officio authorized and directed to, do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including without limitation and from time to time, the giving of certificates, and instructions under or with respect to the City's performance of the Purchase and Sales Agreement and the acquisition of the Real Property and such other instruments and documents as are related thereto, in each case following their approval by the City Attorney (whose approval need not be endorsed thereon);

6. All prior actions taken in connection with the preparations for the purchase of the Real Property, including without limitation, those made for the payment of legal services, escrow payments, engineering fees and costs, surveys, appraisals, inspection, and exemption payments are hereby ratified.

Approved and adopted by the Broken Arrow City Council at a regularly scheduled meeting, advance public notice of which was duly given and at which a majority of said Councilmembers were present, this 14th day of July, 2026.

CITY OF BROKEN ARROW, OKLAHOMA

_____
Mayor or Vice Mayor

ATTEST:

_____
City Clerk

Approved as to form and legality:

_____
Deputy City Attorney

City of Broken Arrow

Request for Action

File #: 26-993, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Geodeca, LLC for Professional Surveying and Related Support Services for the City of Broken Arrow (2752050)

Background:
In order to augment Engineering and Construction Department staff, the Professional Consultant Agreement 2752050 with Geodeca, LLC was negotiated for an amount not to exceed $50,000 to provide surveying and related support services as needed.

Cost: $50,000

Funding Source: Engineering Professional Services (STCI) and various other sources

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

Approved By: City Manager's Office

Attachments: 20260706-On-Call-Surveying-2752050.pdf

Recommendation:
Approve and authorize execution of the Agreement for Professional Consultant Services with Geodeca, LLC. for Professional Surveying and Related Support Services for the City of Broken Arrow (2752050).

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. 2752050

1.0 Professional Consulting Firm:

1.1	Name:	Geodeca, LLC
1.2	Telephone No.:	918-949-4064
1.3	Address:	PO Box 33012 Tulsa, OK 74153

2.0 Project Name/Location: Professional Surveying and Related Support Services, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to provide Professional Surveying services for site surveying; prepare sign/seal legal descriptions, exhibits, right-of-way staking, and other surveying related services on an as-needed basis.

4.0 Agreement Summary:

4.1	Agreement Amount:	NTE Survey	$ 50,000.00
4.2	Agreement Time:		365 calendar days
4.3	Estimated Construction Cost:		N/A

5.0 Agreement Approved by the OWNER on: August 4, 2026__

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROJECT 2752050

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

W I T N E S S E T H:

WHEREAS, OWNER intends to provide professional surveying and related support services for the OWNER'S PROJECTS for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 annual aggregate.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

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

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

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

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

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

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

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

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

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

CONSULTANT: Geodeca LLC
PO Box 33012
Tulsa, OK 74153

Contact Name: Russell M. Muzika, PLS
Member
918.949.4064

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Geodeca, LLC

By: Russell Muzika

Russell Muzika, PLS
Member

Date: 7/6/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: Carrie Muzika

Carrie Muzika
Managing Member

Date: 07/06/2026

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 6th day of July, 2026, personally appeared Carrie Muzika, known to be to be the (President, Vice-President, Corporate Officer, **Member**, or Other: Member) of Geodeca, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
11/29/2026

Justin DeLustro
Notary Public

Notary Public
State of Oklahoma
JUSTIN DELUSTRO
TULSA COUNTY
COMMISSION #22015899
Comm. Exp. 11-29-2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROJECT 2752050

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the __4th_____ day of August, 2026.

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to provide Professional Surveying and Related Support Services associated with public works projects for the OWNER. Work performed under the AGREEMENT shall be performed on an hourly basis in accordance with the attached hourly rates (see Attachment C) as requested by the OWNER

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

1.3 Furthermore, the CONSULTANT understands that the OWNER has $50,000.00 budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

2.1 The CONSULTANT shall provide Professional Surveying services for site surveying; prepare sign/seal legal descriptions, exhibits, right-of-way staking, topographic survey and other surveying related services.

2.2 Work will be billed at the hourly rates attached herein (see Attachment C) and will include all costs associated with the performance of the work, including any support and supervision cost required from the CONSULTANT.

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES (PROJECT)
PROJECT 2752050

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 4th_____ day of _August_____, 2026.

1.0 PROJECT SURVEY: The CONSULTANT shall perform and submit Boundary Survey, Topographic Survey, and Survey Staking on an as needed basis.

2.0 RIGHT OF WAY DOCUMENTATION: The CONSULTANT shall provide Right of Way Staking and submit Legal Descriptions for use in Right of Way documentation and/or acquisition on an as needed basis.

3.0 MISCELLANEOUS SUPPORT SERVICES: The CONSULTANT shall perform support services within their professional competencies that do not fall into the above mentioned categories.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES (PROJECT)
PROJECT 2752050

COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment D and shall be made a part of the AGREEMENT dated the 4th_ day of August___, 2026.

1.0 BASIC COMPENSATION

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

1.1 It is agreed that the CONSULTANT shall be compensated at the hourly rate or lump sum, as agreed upon by OWNER and CONSULTANT, in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fifty Thousand Dollars and 00/100 ($50,000) for the entire Scope of the Professional Services rendered. The Director of the Engineering and Construction Department or designee will issue a Notice to Proceed for each item of work identified under this AGREEMENT, following mutual agreement between the CONSULTANT and the OWNER on the hours required for the work item. The CONSULTANT shall submit invoices requesting payment for services rendered to OWNER'S staff monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Director of the Engineering and Construction Department or designee. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

2.0 SERVICES BASED ON TIME

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

Professional Services	
Man Crew	$206.00
2 Man Crew	$264.00
3 Man Crew	$322.00
Field minimum charge – one hour plus drive time to and from site per day	
Administration (minimum charge one half-hour)	$94.00
Technician/Drafter (minimum charge one half-hour)	$110.00
Professional Surveyor (minimum charge one quarter-hour)	$170.00

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES (PROJECT)
PROJECT 2752050

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the __4th_____ day of _August__, 2026.

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GEODECA, LLC
FOR
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES (PROJECT)
PROJECT 2752050

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the __4th_____ day of August_, 2026.

1.0 PROFESSIONAL SURVEYING AND SUPPORT SERVICES: These duties, responsibilities and requirements shall begin upon the execution of this AGREEMENT and shall be completed within Three Hundred Sixty (365) calendar days.

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City of Broken Arrow

Request for Action

File #: 26-1073, **Version:** 1

Broken Arrow City Council
Meeting of: July 14, 2026

Title:

Approval of and authorization to execute an amendment to the existing NeoGov/Biddle agreement to add TestGenius effective July 1, 2026

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

Biddle is a component the Recruit module which is currently utilized for certain candidate preemployment tests. NeoGov partners with Biddle to provide employment testing solutions through the TestGenius platform.

Adding TestGenius to the City's existing subscription will significantly enhance the City's ability to evaluate applicants using validated, job-related pre-employment assessments. The platform offers a comprehensive library of assessments designed to measure skills, knowledge, abilities, and workplace competencies across a wide variety of positions. Available assessments include, but are not limited to:

- Keyboarding and data entry
- Microsoft Office proficiency
- Reading comprehension
- Proofreading and spelling
- Business correspondence
- Mechanical comprehension
- Basic and accounting mathematics
- Public sector accounting principles
- Soft skills and interpersonal competencies
- Workflow management and teamwork
- Legal specialty assignments
- Financial and bookkeeping assessments
- Clerical skills, filing, and policy application

Currently, many of the City's hiring processes rely primarily on interviews, work history, and manually administered practical exercises. TestGenius will provide standardized, professionally developed assessments

that improve consistency, reduce administrative time, and provide objective data to assist hiring managers in selecting qualified candidates. The addition of TestGenius will support recruitment efforts across numerous departments where position-specific knowledge or technical skills are essential to successful job performance.

The assessments are professionally developed and validated to support legally defensible hiring practices while integrating seamlessly with the City's existing NeoGov recruiting platform, eliminating the need for separate testing systems or manual administration.

NeoGov is the leader in on-demand human resources software for the public sector. NeoGov's mission is to improve the services public sector agencies deliver to society by improving the way agencies attract, hire, and retain the most qualified workforce. By expanding the services offered by NeoGov, many of the manual recruitment processes will become more automated, which will result in more efficient and effective processes.

Funds are budgeted in the Fiscal Year 2026-2027 Human Resources Department budget. Continuation of the TestGenius subscription will be subjected to appropriate funding in the 2027-2028 HR budget.

Cost: $6,806.09

Funding Source: HR Maintenance Services 1101102540550

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager’s Office

Attachments: NeoGov TestGenius Order Form 070126
TestGenius-Test-Descriptions
NeoGov Services Agreement

Recommendation:
Approve and execute an order form, and any other necessary documents, with NeoGov for an additional subscription of TestGenius through June 30, 2028

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

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-670627	**Order #:**	Q-497477
Customer:	Broken Arrow, City of (OK)	**Valid Until:**	7/31/2026
Effective Employee Count:	868		
Sales Rep:	Jake Sanborn		

Customer Contact			
Billing Contact:	Broken Arrow, City of (OK) Kelly Cox	**Shipping Contact :**	Broken Arrow, City of (OK) Kristin Ross
Billing Address:	220 S. 1st Street Broken Arrow, OK 74012	**Shipping Address:**	220 S. 1st Street Broken Arrow, OK 74012
Billing Contact Email:	kcox@brokenarrowok.gov	**Shipping Contact Email:**	kross@brokenarrowok.gov
Billing Phone:	918-259-6508	**Shipping Phone:**	9182592400x5392

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1 30% Discount Applied to First Year of Biddle Online TestGenius Subscription

Item	Type	Start Date	End Date	License Type	Total (USD)
Biddle Online TestGenius Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$6,806.09
Biddle Online TestGenius Setup	Services			Employee Based	$0.00
				Year 1 TOTAL:	$6,806.09

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Biddle Online TestGenius Subscription	Recurring	7/1/2027	6/30/2028	Employee Based	$9,722.99
				Year 2 TOTAL:	$9,722.99

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

Additional Terms and Conditions

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

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

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

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at https://www.neogov.com/service-specifications (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 here.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

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

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

Signature: _____

Printed Name: _____

Title: _____

Date _____

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

Test Descriptions

Office Skills Testing

Keyboarding/Data-Entry

Keyboarding
This Keyboarding Speed and Accuracy test is a job-related, cutting edge measure of a person's ability to quickly and accurately enter text that is presented onscreen. Realistic to a modern business setting and contains many unique features that differentiate it from more traditional keyboarding tests currently being offered including:

- Character balanced
- Numerals
- Symbols
- Acronyms
- Punctuation marks
- Words with repeated letters
- Long and short sentences
- Long and short words
- Title case words
- Use of familiar words
- Website addresses
- Email addresses
- Business terminology
- Package tracking codes

Data Entry
Measures speed and accuracy of alphabetic and numeric vendor data entry, including addresses and telephone numbers. Three different types of data entry tests are offered, each with a different mix of alpha vs. numeric characters. Organizations can match the data mixes to that of their own work environment.

10-Key
Measures speed and accuracy of numeric data entry using a numeric keypad.

Clerical

Alphabetic Filing
Test takers assign correct filing names to a group of files and then sort them in a computer-simulated filing cabinet. Requires the ability to alphabetize as well as to follow rules.

Numeric Filing
Test takers determine the correct consecutive filing order for numeric records. Number recognition is the fundamental ability required for this test.

Proofreading
Test takers proofread a document, correcting errors in:

- Grammar
- Spelling
- Capitalization
- Punctuation
- Possessives
- Abbreviation
- Number Usage

Reading Comprehension
Measures the ability to read paragraphs of information and then to answer questions regarding the content in order to display comprehension of those passages.

Sentence Clarity
This test measures an applicant's ability to identify clearly-written passages. An ability to articulate fundamental information and to recognize such is necessary for successful completion of this test.

Spelling
Measures the ability to properly spell and use homonyms (words that sound alike but have different meanings according to the way they are spelled) according to the context in which they are being used. Words are presented, in context, via audio, and applicants are expected to provide the correct spelling of the words.

Microsoft® Applications

Microsoft® Word [Basic]
This test measures the ability to correctly modify and format a professional document in Microsoft® Word, including but not limited to the following functions:

- Creating Text
- Editing Text
- Page Format
- Tables References

Microsoft® Word [Intermediate]
This test measures an intermediate skill level of Microsoft® Word, including but not limited to, the following operations:

- Tables AutoComplete
- Unique Headers Footnotes
- Bullets/Numbers Symbols/Pictures
- Sections Borders

Microsoft® Excel [Basic]
This test assesses basic skill level of Microsoft® Excel including, but not limited to, the following operations related to data and text manipulation:

- Edit
- Sort
- Relocate
- Saving, Renaming
- Format

Microsoft® Excel [Intermediate]
This test assesses an intermediate skill level of Microsoft® Excel including, but not limited to, the following operations:

- Sorting
- Renaming Worksheets
- Adding A Header
- Inserting Comments
- Creating/Moving Worksheets
- Unhide Rows
- Creating Charts

Microsoft® Outlook
This test measures ability to navigate Microsoft® Outlook to measure various tasks including:

- Creating, viewing, moving emails
- Creating, organizing folders
- Calendar and appointments
- Outlook settings and tools menu options
- Signatures, blocked senders and junk mail

Microsoft® PowerPoint
This test measures the test taker's ability to perform the following functions in Microsoft® PowerPoint presentation software including, but not limited to the following operations:

- Create New Presentations
- Add Hyperlinks
- Insert and Modify Graphics
- Change Background
- Modify, Transition, and Animate
- Add Speaker's Notes

Microsoft® Access
This test measures ability to navigate Microsoft® Access to measure various tasks including:

- Modifying records
- Running queries
- Customizing table views

Microsoft® Windows
This test measures ability to navigate Microsoft® Windows to measure various tasks including:

- Creating folders
- Opening files
- Modifying files
- Searching the desktop
- Changing computer settings

Customer Service

Customer Service: Telephone
Measures test taker's ability to listen and respond appropriately to incoming customer service telephone calls.

Telephone Order Entry
This test is designed to determine whether a test taker can listen to and accurately enter information provided verbally. Basic data entry of information into a standardized order form, including customer names, addresses, phone numbers, and product orders delivered via audio.

Applying Policies
Ability to understand information heard during a telephone call and then to appropriately apply the contents of written policies in response to the caller's issue/or concern. Requires comprehension and logic to apply rules consistently.

Record Locating
Ability to locate information on a written list and to correctly/accurately respond using a keyboard. Requires character recognition abilities.

Professional Specialty Tests (Legal & Medical)

These include separate legal and medical tests containing content similar to that encountered in the legal and medical professions.

Legal Keyboarding & Medical Keyboarding
Keyboarding speed and accuracy with legal and medical industry content.

Legal Terminology & Medical Terminology
These multiple-choice tests cover legal and medical terminology used by medical assistants, legal assistants and legal admins.

Legal Proofreading & Medical Proofreading
Test takers proofread a document, correcting errors in:

- Grammar
- Possessives
- Spelling
- Abbreviation
- Capitalization
- Number Usage
- Punctuation

Financial

QuickBooks®
This test measures the ability to navigate Intuit® QuickBooks to measure various tasks including:

- Setting up vendors
- Sending emails
- Filtering payments
- Reconciling accounts

Bank Deposit
Test takers prepare and record deposit slips and checks.

Bank Reconciliation
Using basic mathematical abilities, test takers prepare bank reconciliation.

Basic Math
Addition, subtraction, multiplication, and division.

Petty Cash
Test takers maintain a petty cash fund.

Contact Center Testing

C4 uses a progressively more difficult simulation that requires test takers to multi-task while completing functions common in the modern contact center.

Tests include:

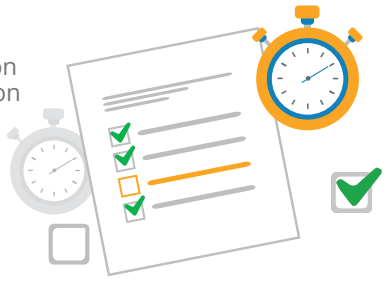
- Keyboarding
- Applying Policies
- Record Locating
- Basic Order Entry
- Customer Service Interaction
- Data Entry with Call Summarization
- Data Entry with Chat (Multi-tasking)
- Data Entry with Call Summarization & Chat (Multi-tasking with recall)

Contact Center or Support Agent Job Duties

- Quickly identify the caller's problem/issue and immediately begin resolution
- Enter customer information (e.g., name, address, ID number, issue/problem, other comments) into the database
- Computer Use: use the keyboard to interface with the computer, read, analyze, navigate the screen, and comprehend customer information during a call
- Navigate the call by responding quickly and keeping the issue as the focus of the call
- Apply internal rules to various scenarios
- Sort through tables of customer information to locate the correct records as requested
- Respond to multiple customers at the same time using the telephone, internet chat, and/or email while maintaining focus on each customer's issue.
- Analyze information in the customer account history to aid in working with the customer to find resolution to their problem/issue
- Handle customers that have complex issues by taking their side, using charisma, and empathizing with them

Key Agent Knowledge, Skills, Abilities, and Personal Characteristics (KSAPCs)

- Multi-tasking skills
- Emotional stability and patience
- Ability to enter alpha and numeric data in appropriate fields
- Knowledge and proper application of company information
- Typing and data entry skills
- Listening comprehension
- Ability to adapt
- Ability to extract information
- Customer service orientation
- Decision making skills
- Conflict resolution skills
- Ability to read notes
- Ability to write notes
- Conscientiousness



Core KSAs

Business Correspondence

The Business Correspondence assessment is designed to measure business-level writing style, format, and proofreading. Whether it be written documentation, email, or interoffice correspondence, knowing the accepted format, guidelines, and content for proper business correspondence is crucial for many jobs.

Computer Skills

The Computer Skills assessment is designed to measure an applicant's knowledge and ability to operate a computer without damaging content or compromising computer or network security. Most occupations have some type of interaction with computers and the Internet.

Industrial Measurement

The Industrial Measurement assessment is designed to measure an applicant's knowledge and ability to interpret measurement modalities; interpret tables, graphs and scales; and perform calculations and conversion based upon Standard units of measure. Organizations that require employees to take meter readings, convert measurements, or read blueprints and charts would directly benefit from hiring an employee with these knowledge and abilities.

Language Arts

The Language Arts assessment is designed to measure an applicant's knowledge the fundamentals of grammar, spelling, and punctuation; and their ability to apply those knowledges by identifying correct responses and applying corrections to common errors. Organizations that require its employees to draft documents, transcribe dictations, write correspondences, or review existing documents would directly benefit from hiring an employee with these knowledge and abilities.

Math Skills
The Math Skills assessment is designed to measure an applicant's ability to perform basic mathematical calculations. Organizations that require its employees to exchange money, perform inventory, perform conversions, or calculate expenditures would directly benefit from hiring an employee with these abilities.

Mechanical Comprehension
The Mechanical Comprehension assessment is designed to measure an applicant's knowledge of mechanical and physical actions and reactions. Organizations that require employees to use gears, levers, pulleys, rig and utilize complex systems to lift, rotate, or move an object from one position to another, or establish cause and effect between mechanical elements would directly benefit from hiring an employee with these knowledge and abilities.

Reading Comprehension
The Reading Comprehension assessment is designed to measure an applicant's ability to read, interpret, and draw conclusions from written passages. Organizations that require employees to review contracts, rules and regulations, detailed instructions; and then make use of the information would directly benefit from hiring an employee with these knowledge and abilities.

Word Use & Vocabulary
The Word Use/Vocabulary assessment is designed to measure an applicant's knowledge and ability to correctly identify and select the appropriate word for a given situation. Organizations that require employees to draft emails or documents, edit written passages, or convey information to others via written text would directly benefit from hiring an employee with these knowledge and abilities.

Accounting Oriented Math
The Accounting Oriented Math assessment is designed to test the applicant's knowledge and ability to solve basic mathematical equations, percentages, and arithmetic related to accounting. Specific knowledge includes calculating percent changes between measurement periods, converting between fractions and decimals, calculating net amounts, and completing compound interest tables.

Public Sector Account Principles
The Public Sector Account Principles assessment is designed to test the applicant's knowledge and ability regarding the rules and methods for applying and utilizing accounting principles that pertain solely to the public/government sector. Specific knowledge includes classifying revenues and expenditures, budget laws, fund types, analysis of financial statements and conditions.

Basic Accounting Principles
The Basic Accounting Principles assessment is designed to test the applicant's knowledge of accounting principles as defined by the Generally Accepted Accounting Principles (GAAP). This examination covers both public and private sector accounting. Specific knowledge includes definitions of accounting terminology, rules for adjusting and correcting accounts, and usage of the different types of financial statements.

Soft Skills

Assess the office suitability and interpersonal competence of applicants entering an office working environment. The ENCOUNTER online video-based assessment is designed measure four critical workplace competencies:

Interpersonal Competence
Includes several discreet soft skills and abilities, primarily:

- Listening and interpreting spoken communication.
- Gathering information, analyzing, and solving complex interpersonal problems that occur while performing the job.
- Applying appropriate and professional social skills while interacting with others.
- Being adaptable in various situations by demonstrating personal flexibility, building consensus, and making concessions to achieve work-related goals.

Workflow Management
The ability to organize and plan workload and responsibilities and coordinate various tasks to complete achieve work-related goals.

Teamwork
The ability to interact and work effectively with other employees, vendors, and customers who may be from varying socio-economic/ethnic, or other backgrounds.

Customer Service Skills
Effectively interacting with customers by being helpful, polite, professional, and friendly, and applying a positive, willing attitude while addressing the needs or wants of the customer.

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NEOGOV™

PowerDMS Digital Management Software A NEOGOV Company

SERVICES AGREEMENT

V052226

Customer agrees that by placing an order through a NEOGOV standard ordering document or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) the date of Customer signature on an applicable Order Form; or (ii) use of the Services commences for the Initial Term or Renewal Term, as applicable (the "Effective Date").

2. SaaS Subscription. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application set forth on an Order Form and subsequently made available by NEOGOV to Customer. NEOGOV may make written service specifications or technical documentation available to Customer ("Service Specifications"). Service Specifications describe the SaaS Applications as a general matter, are provided for informational purposes only, do not constitute representations or warranties, and are not incorporated into this Agreement unless expressly attached as an exhibit and incorporated by reference herein. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder under the Order Form. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, Customer shall not access, and shall not permit any third party to access, the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Customer Responsibilities.

   a) Managing the Subscription. Customer may use the Services in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Services to the Customer.

   b) Managing Authorized Users.

      i) Authorized Users. Customer is responsible for: (A) managing the Authorized Users on its account on the Services, and (B) each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Customer is solely in control of the individual permissions on the Customer's

account. Authorized Users may be designated by department, division, or business unit of Customer (each, a "Permitted Division") on the applicable Order Form or in writing to NEOGOV, and in such case, Authorized Users shall access and use the Services solely for the benefit of their designated Permitted Division(s). Customer shall not reassign Authorized Users across Permitted Divisions, or permit Authorized Users to access Customer Data of any other division, department, or business unit, without NEOGOV's prior written consent, and any such expansion may be subject to additional fees.

ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Services; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Services, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services.

a) Professional Services. "Professional Services" shall mean consulting, implementation and/or training services concerning the SaaS Applications as detailed in an Order Form or NEOGOV Scope of Work ("SOW"). Each Order Form or SOW will describe the work to be performed, fees, and any applicable milestones, dependencies, and technical specifications. Professional Services are subject to the Professional Services Addendum available on the NEOGOV Site and incorporated herein. Order Forms or SOWs must be signed by Customer before NEOGOV commences work. If Customer executes a separate SOW, this Agreement and its incorporated documents (including the Professional Services Addendum) will control in the event of any conflict. NEOGOV retains all right, title, and interest in and to any deliverables, tools, know-how, or other materials developed, created, or provided in connection with the Professional Services, excluding Customer Data.

b) Implementation. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User administrators grasp the system. Implementation is conducted off-site unless otherwise agreed in the Order Form. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

c) Product Documentation; Training Materials. "Product Documentation" means all user guides, training, implementation materials, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV grants Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute the Product Documentation internally via non-public platforms during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training is conducted by self-review of online materials. NEOGOV's pre-built online training consists of tutorials introducing standard features and functions (the "Training Materials"), which may be used as reference material by Customer Personnel.

5. Payment Terms.

a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the

date of NEOGOV's invoice. Fees shall be invoiced annually in advance. For multi-year Terms, the fees for the first year shall be invoiced upon execution and the fees for future years shall be invoiced annually in advance of each subsequent 12 month period unless otherwise set forth on the Order Form, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order Form. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least sixty (60) days' notice prior to commencement of a Renewal Term. New pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Disputed Invoices. If Customer, in good faith, disputes any portion of an invoice, Customer shall notify NEOGOV in writing within ten (10) days after the invoice date, describing the nature of the dispute in reasonable detail; otherwise, the invoiced amounts shall be deemed accepted. Customer shall timely pay all undisputed portions of the invoice. The parties shall cooperate in good faith to promptly resolve any disputed amounts, and any amounts ultimately determined to be payable to NEOGOV shall be due within ten (10) days after resolution and may accrue late fees from the original due date.

d) Purchase Orders. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement. Failure by NEOGOV to reference a Customer purchase order number on an invoice shall not relieve Customer of its obligation to pay amounts due when invoiced, and issuance or acceptance of a purchase order is not a condition precedent to NEOGOV's right to payment.

6. Term and Termination. Either party may terminate this Agreement at any time when there is no Order Form then in effect by giving the other party thirty (30) days written notice.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of their respective obligations hereunder, unless it is terminated earlier in accordance with this Agreement. The initial term of the SaaS Subscriptions shall be as specified in the Order Form and shall remain in effect for the term specified therein (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Services is separate from any other order for any other Services. Customer may purchase certain Services independently of other Services. Customer's obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following the non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, or regulation. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other

NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

   a) Maintenance, Updates, Upgrades. NEOGOV manages the hardware and software infrastructure for the Services, which may be hosted or operated by third-party service providers. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to Customer.

   b) Support. NEOGOV shall provide support for the Services in accordance with the Service Level Agreement made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement (the "SLA"). Support hours, response times, priority classifications, and escalation procedures are governed by the SLA. To the extent of any conflict between this Section and the SLA, the SLA shall control.

   c) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation. NEOGOV has no obligation to maintain or support any beta, trial, proof of concept, or evaluation features or services, which are provided "as is" and may be modified or discontinued at any time.

9. NEOGOV Intellectual Property.

   a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. All use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

   b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). All Feedback shall be the sole and exclusive property of NEOGOV and may be used by NEOGOV in any way without restriction or obligation to Customer.

10. Data Processing and Privacy.

   a) Customer Data. "Customer Data" shall mean all data provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a worldwide, limited, non-exclusive, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Upon notice to Customer, NEOGOV reserves the right to delete Customer Data stored, transmitted or published by Customer

using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean aggregated, anonymized, de-identified, or statistical data derived from the access to, use of, operation, or performance of the Services, including usage patterns, feature utilization, system interactions, performance metrics, analytics, trends, benchmarking data, and market or workforce insights. Platform Data does not identify Customer, any individual, or any user and cannot reasonably be used to do so. NEOGOV may use Platform Data for lawful business purposes, including to operate, support, improve, benchmark, and develop its products and services. NEOGOV will not attempt to re-identify Platform Data. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data (as defined in the DPA). In the event of any conflict between this Agreement and the DPA with respect to the processing of Personal Data, the DPA will control.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards, consistent with industry standards, for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures designed for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all Customer Data, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, disclosure and transfer of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing or described in the Product Documentation, Customer shall not maintain any financial, health, payment card, or other similar sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification. NEOGOV's notice and any related communications are not an admission of fault or liability. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the Customer shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of NEOGOV.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term using the existing features and functionality of the Services. If Customer cannot export or delete Customer Data using such features and functionality, NEOGOV will, upon Customer's written request, make the Customer Data available for export or destroy it. If Customer requires export in a format other than that provided by NEOGOV, such services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer is solely responsible for determining its data retention obligations under applicable law, and NEOGOV disclaims all liability in connection with such determination. To the extent Customer retains Customer Data on NEOGOV's systems beyond any applicable legally required retention period, NEOGOV disclaims all liability in connection therewith, including any claims related to loss or destruction of such data. Notwithstanding the foregoing, NEOGOV may retain copies of Customer Data in system backups to the extent

required by applicable legal or regulatory obligations or for the establishment, exercise, or defense of legal claims, provided that any such retained data remains subject to the confidentiality and security obligations set forth herein until deleted.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein and disclaims all liability in connection with the Third Party Services. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

    a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without a duty of nondisclosure and without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

    b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors, and its professional advisors (including legal counsel and auditors), who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein, or are otherwise bound by statutory, regulatory, or professional obligations of confidentiality.

    c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by court order or subpoena to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

    d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

    a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

    b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (i) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Services without violating any third party's proprietary or privacy rights, including Intellectual Property rights; (ii) Customer Data does

not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (iii) Customer will use the Services in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance. NEOGOV's service performance obligations are governed exclusively by the Service Level Agreement ("SLA") made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The SLA version in effect as of the Order Form execution date shall govern Customer's subscription for the applicable Term. The remedies set forth in the SLA constitute Customer's sole and exclusive remedy, and NEOGOV's entire liability, for any failure by NEOGOV to meet its service performance obligations. NEOGOV makes no representations or warranties regarding service performance beyond those expressly set forth in the SLA.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Internet and Cloud Service Providers. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA OVER THE INTERNET OR THROUGH THIRD PARTY CLOUD, HOSTING, TELECOMMUNICATIONS, STORAGE, OR OTHER INFRASTRUCTURE PROVIDERS, INCLUDING PROVIDERS USED TO HOST, STORE, PROCESS, TRANSMIT, OR SUPPORT THE SERVICES (SUCH AS AWS OR SIMILAR PROVIDERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE AND AVAILABILITY OF INTERNET CONNECTIVITY AND THIRD PARTY SYSTEMS AND SERVICES THAT ARE OUTSIDE NEOGOV'S CONTROL. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT CUSTOMER'S ACCESS TO OR USE OF THE SERVICES. ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO MITIGATE AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS LIABILITY FOR ANY DELAYS, INTERRUPTIONS, OUTAGES, DATA TRANSMISSION FAILURES, STORAGE FAILURES, LOSS OF CONNECTIVITY, OR OTHER PERFORMANCE ISSUES CAUSED BY OR RESULTING FROM SUCH THIRD PARTY SERVICES OR INFRASTRUCTURE PROVIDERS.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

g) Artificial Intelligence and Machine Learning. Artificial Intelligence and Machine Learning. NEOGOV may incorporate artificial intelligence and machine learning features within the Services. AI features will be disclosed within the Services interface. Customer may enable, disable, or configure each AI feature within its subscription in accordance with the controls made available by NEOGOV, which may vary by feature. The parties' rights and obligations regarding AI features are governed by the AI Addendum made available on the NEOGOV Site, which is hereby incorporated herein by reference and made part of this Agreement. The version of the AI Addendum in effect on the date Customer first activates any AI feature under this Agreement shall govern for the duration of the then-current Term, unless otherwise agreed in writing. NEOGOV shall retain the governing version of the AI Addendum on file and shall provide a copy to Customer upon written request.

14. Indemnification.

a) Customer Indemnity. To the extent permitted by applicable law, including laws providing for the sovereign immunity of government entities or limiting governmental liability, Customer will defend and indemnify NEOGOV from and against

any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (iii) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO

BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall, to the extent permitted by applicable law, reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Notice may be provided via email to Customer's designated contact or via in-application notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service. NEOGOV's discontinuation of such Service shall not materially reduce the core functionality of the applicable Service during the notice period.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, citizen engagement or other human resource or public safety related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features. Customer is solely responsible for obtaining all necessary consents from message recipients, providing legally required notices, honoring opt-out requests, and ensuring that any use of text messaging features complies with all applicable laws, rules, and industry standards (including, where applicable, the Telephone Consumer Protection Act).

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as a customer of NEOGOV and use Customer's name, logo, and trademarks for identification, reference, and marketing purposes, including on NEOGOV's website, customer lists, sales materials, and promotional materials, subject to any reasonable trademark usage guidelines provided by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, (j) failures or delays of cloud hosting providers or telecommunications carriers; or (k) any other cause beyond the reasonable control of such party.

21. Independent Contractor; Service Providers; Subcontractors; Cloud Providers.

    a) Independent Contractors. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

b) Service Providers; Subcontractors. NEOGOV may use third parties, affiliates, contractors, and service providers in connection with the provision of the Services, including providers of hosting, cloud, infrastructure, security, software, staffing, development, maintenance, administrative, consulting, operational, or other general support services ("Service Providers"), and subcontractors specifically retained to perform customer-specific professional services under an applicable Statement of Work ("Subcontractors"). For purposes of this Agreement, a party shall not be deemed a Subcontractor unless expressly engaged to perform customer-specific services under a Statement of Work. NEOGOV may engage Service Providers without notice to or consent from Customer. Unless otherwise specified in this Agreement, NEOGOV remains responsible for the performance of the Services and will ensure that any Service Provider or Subcontractor with authorized access to Customer Data is bound by written confidentiality and data protection obligations materially no less protective than those set forth herein. Nothing herein limits NEOGOV's obligations regarding subprocessors under the DPA.

c) Cloud Providers. NEOGOV may use cloud infrastructure providers and other subprocessors in connection with the Services, and Customer acknowledges that it is commercially reasonable for Customer to rely on the security processes and measures utilized by such providers.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If Customer subscribes to any product, module, functionality, or service that is subject to supplemental or product-specific terms, Customer agrees to the applicable addendum(s), policies, or supplemental terms made available on the NEOGOV Site, which are incorporated herein by reference.

23. General.

a. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

b. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form, or to such other address as either party may designate by notice as provided herein.

d. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e. Electronic Delivery. The parties agree that signatures and records in electronic form are valid and enforceable. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original signature.

f. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g. Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Headings are for convenience only and do not affect interpretation. As used herein, “including” means “including without limitation.”

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements to the extent permitted by the applicable Open Records laws.

5. **Sovereign Immunity.** Nothing in this Agreement is intended to waive, nor shall be construed as a waiver of, any immunities, defenses, privileges, or limitations of liability available to Customer under applicable law, including sovereign or governmental immunity.

6. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, and universities) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent either (a) Customer utilizes a system integration between the Services and an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API"), or (b) Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Customer will implement appropriate administrative, physical, and technical safeguards to protect the API and any credentials or secrets used to access it, including limiting access by least privilege, storing secrets securely, and using industry-standard transport encryption (e.g., TLS 1.2 or higher) for all integrations. Customer will ensure that any third-party vendors or developers involved with Customer Applications are bound by written obligations no less protective than those in this Agreement. Customer will promptly, and in no event later than seventy-two (72) hours after discovery, notify NEOGOV of any actual or suspected security incident involving the API, Customer Applications, or credentials that could affect the Services or Customer Data, and will cooperate with NEOGOV's reasonable incident response and remediation efforts. Customer will maintain reasonable integration and access logs and make them available to NEOGOV upon reasonable request for the purpose of investigating security, performance, or abuse issues.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of

performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control. NEOGOV is not responsible for changes to or outages of third-party systems, networks, or services; Customer is responsible for making any changes to Customer Applications necessitated by such third-party changes.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services. API keys and other authentication credentials are NEOGOV Confidential Information. Customer must keep credentials secure, not share them outside of Authorized Users with a need to know, and store them using industry-standard secret management. Customer will rotate and/or regenerate credentials as reasonably required by NEOGOV security guidelines and will immediately notify NEOGOV of any actual or suspected compromise, cooperating in any investigation and remediation. Customer is responsible for all use of the Open API under its credentials.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

   Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate, suspend, throttle, or otherwise limit, in whole or in part, Customer access to Open APIs in NEOGOV's sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. For non-emergency termination or suspension unrelated to a breach, security, legal, or operational risk, NEOGOV will use reasonable efforts to provide advance notice. Termination or suspension of access to the Open API will not, by itself, terminate any paid Services under an Order Form, which will continue in accordance with their terms.

City of Broken Arrow

Request for Action

File #: 26-991, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-26

Title:

Approval of and authorization to execute Change Order #4 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 #4 addresses the following additions/deletions/changes to the contract:

- Change Order #4 is for the removal of the new screen wall that was installed on the building. Removal is to meet code. This will be to remove perforated steel screen, steel posts to be cut down below roof, and patch roof at penetrations.

- This will add 0 Days in project time

The total cost for Change Order #4 amounts to $7,854.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$226,385.33
This Change Order(s):	$7,854.00
Total Cost of Change Orders:	$234,239.33
Original Contract Amount:	$2,347,500.00
Revised Contract Amount:	$2,581,739.33

Percent Change in Contract:	9.98%
Applicable to Comp. Bid Act:	9.98%

Cost: $7,854.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Change Order 4 Roof Screen Removal

Recommendation:

Approval of and authorization to execute Change Order #4 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 #4

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Tuesday, June 23, 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 #4 is for the removal of the new screen wall that was installed on the building. Removal is to meet code. This will be to remove perforated steel screen, steel posts to be cut down below roof, and patch roof at penetrations.

2)

Change in Contractual Project Time:

1) None

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Demolition	LS	$3,890.00	1	$	3,890.00
2		Roof Patches	LS	$3,250.00	1	$	3,250.00
3		10% markup	LS	$714.00	1	$	714.00
					Total Change Cost:	$	7,854.00

Summary of Project Costs

Total Previous Change Orders:	$226,385.33	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ 7,854.00	Amended Contract Amount:	$ 2,581,739.33
Total Cost of Change Orders:	$ 234,239.33	Percent Change in Contract:	9.98%
Total Cost Applicable to CBA:	$234,239.33	Percent Change Applicable to CBA:	9.98%

10 % Max

Change Order Authorization

ange Order # 4 in the sum of: $ 7,854.00 has been reviewed by all parties and is recommended for approval by:

ange Order #

Contractor Submitting Change Order:	David Myers	David Myers (Digitally signed by David Myers, DN: C=US, E=dmyers@myers-cherry.com, O="Myers-Cherry Construction", CN=David Myers, Date: 2026.06.23 14:44:07-05'00')	6/23/26
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE		6/23/26
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE		6/26/26
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	6/26/2026
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

e is Execut 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 #: 26-997, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Approval of and authorization to execute the FY27 Professional Services Agreement between the City of Broken Arrow and Sparkloft Media

Background:
In March of 2026, Visit Broken Arrow (VBA) posted an RFP for marketing services for FY27. There were twenty-three proposals received from destination marketing agencies nationwide. VBA Staff and a review committee (made up of several VBA board members) reviewed the submissions, including a sample exercise received from each of the five finalists.

After careful review, VBA staff and the review committee determined that the recommended agency of choice is Sparkloft Media. While there were several factors that went into this decision, ultimately Sparkloft Media demonstrated the clearest strategy, with the deepest understanding of Visit Broken Arrow's current position, strategy, and vision for the future.

Based in Portland, Oregon, Destination Marketing is Sparkloft Media's core business. They have worked with more than 100 destination marketing organizations and demonstrated a strong understanding of how tourism offices operate, how lodging tax-funded organizations are measured, and how to balance brand awareness with economic impact. Their strategy was the most cohesive and focused of the twenty-three submissions, and their recommendations tied back to specific VBA priorities as outlined in the Tourism Strategic Plan.

As a small team, VBA requires a partner that can provide strategic leadership, content planning, campaign management, reporting and execution support.

The VBA Board approved the proposed marketing services contract at the June 9, 2026 VBA meeting.

Staff is seeking approval to enter into a FY27 Professional Services Agreement with Sparkloft Media.

Cost: Not to Exceed $175,000

Funding Source: Visit Broken Arrow

Requested By: Makala Barton, Tourism Manager

Approved By: City Manager's Office

Attachments: Professional Services Agreement for FY27

Recommendation:
Authorization to execute the FY27 marketing services contract with Sparkloft Media

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BROKEN ARROW, OKLAHOMA
AND SPARKLOFT MEDIA

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the City of Broken Arrow, Oklahoma, a municipal corporation ("City"), and Sparkloft Media, a limited liability company formed in the State of Oregon and at times while operating under this Agreement is and shall be considered an independent Consultant ("Consultant").

RECITALS

WHEREAS, the City desires to obtain professional marketing and advertising services to support Visit Broken Arrow promotional activities; and

WHEREAS, Consultant has represented that it possesses the requisite expertise and capability to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. TERM

This Agreement shall commence on the date of execution of this Agreement, and terminate on June 30, 2027, unless earlier terminated as provided herein.

2. SUMMARY OF SERVICES

Consultant shall perform the services described in Exhibits “A” and “B” (Scope of Work) attached hereto and incorporated by reference. Services shall include, but not be limited to:

- Day-to-day client communication
- Project planning and prioritization
- Timeline and workflow management
- Budget oversight and resource coordination
- Coordination across strategy, creative, media, and reporting workstreams
- Collaboration with Visit Broken Arrow staff and external partners

The City may, at its sole discretion, modify the Scope of Work by written directive to Consultant.

3. COMPENSATION

The City agrees to pay Consultant a fee of **$170,000.00** for all services rendered under this Agreement as specifically described in Exhibits “A” and “B” with additional services available at the rate of **$175.00/hour** as set forth in Exhibit “A.” Payments shall be made only upon submission of detailed monthly invoices and approval of deliverables by the City. No advance payments shall be made. Consultant shall maintain detailed records of work performed, which shall be available for inspection by the City at any time.

4. OWNERSHIP OF WORK PRODUCT

All documents, data, materials, artwork, reports, and intellectual property developed by Consultant for the City under this Agreement ("Work Product") shall be deemed "works made for hire" and shall be the sole property of the City. Consultant irrevocably assigns to the City all rights, title, and interest in and to all Work Product. Consultant shall obtain all necessary rights from sub-Consultants or employees as necessary to ensure the City's ownership of Work Product.

5. TRADEMARKS AND BRANDING

Consultant may propose trademarks, logos, slogans, designs, taglines, branding materials, and product and names. The City shall retain full ownership of any trademarks or intellectual property created under this Agreement. Consultant shall not use any City names, logos, or materials in its own marketing without prior written approval by the City.

6. CONFIDENTIALITY

The parties acknowledge and agree that the City is subject to the Oklahoma Open Records Act, 51 O.S. §§ 24A.1 et seq., and nothing in this Agreement shall be construed to prevent or restrict the City from disclosing records or information that are required to be disclosed under the Act. If any request is made for public access to materials marked as confidential by Consultant, the City will, to the extent permitted by law, provide Consultant reasonable notice and an opportunity to assert any applicable exemptions or protections under the law.

7. TERMINATION

This Agreement may be terminated:

a) Without cause by either party upon sixty (60) days' written notice;

b) Immediately upon written notice for cause, including material breach of this Agreement by the other party;

c) By the City, at any time and for any reason, upon written notice, with payment due only for satisfactorily performed work to the date of termination.

Upon termination of this Agreement, City shall pay Consultant for all services rendered and work performed up to the effective date of termination. Accordingly, Consultant will send to City a final bill for the last month of service prorated by the number of days of service for the respective month prior to termination. City shall pay the invoice within ten (10) days of receipt.

Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party (and any copies thereof) in the party's possession.

8. INDEPENDENT CONRACTOR

Consultant is an independent contractor. Nothing in this Agreement shall create an agency, partnership, joint venture, or employer-employee relationship. Consultant shall be solely responsible for its personnel, taxes, and benefits.

9. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from any claims, damages, losses, or expenses, including attorneys' fees, arising out of:

a) Consultant's negligence or willful misconduct;

b) Breach of this Agreement;

c) Infringement of any copyright, trademark, or intellectual property rights.

10. INSURANCE

Consultant shall not be required to maintain general or professional liability insurance for the entire duration of this Agreement unless otherwise specified by the City. However, the City reserves the right, in its sole discretion, to require Consultant to obtain and maintain insurance coverage appropriate to the nature of specific services being performed under this Agreement, including but not limited to work performed on City property, public events, or other circumstances determined by the City to present elevated risk.

If required, the City will provide written notice specifying the type and minimum limits of insurance coverage. Consultant shall furnish certificates of insurance evidencing such coverage prior to commencing the applicable work. The City shall be named as an additional insured on applicable policies.

11. ASSIGNMENT AND SUBCONTRACTING

Consultant shall not assign, delegate, or subcontract any portion of this Agreement without the City's prior written consent. Any unauthorized assignment shall be null and void.

12. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including non-discrimination, immigration, and labor laws.

13. AUDIT AND RECORDS

Consultant shall retain all financial and performance records related to this Agreement for a period of five (5) years and shall make such records available for audit or inspection by the City upon request.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties. No amendment shall be valid unless made in writing and signed by both parties.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County District Court.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BROKEN ARROW:

By: _____
Debra Wimpee, Mayor

Date: _____

SPARKLOFT MEDIA:

By: _____
Name, Title

Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
Deputy City Attorney

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this ___ day of _____, 2026, by _____, who acknowledged that he/she is the _____ (title) of Sparkloft Media, a limited liability corporation formed under the laws of the State of Oregon and that he/she executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

_____
Notary Public

My Commission Expires: _____

Commission Number: _____

Statement Of Work

Project Name:BKA - Services FY26/27

Project Start Date: July 15th, 2026

Project End Date: June 30th, 2027

Contract #:CBKA-260701

SOW #: BKA-260701

1. OVERVIEW: This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

Sparkloft Media will provide comprehensive marketing support for Visit Broken Arrow, encompassing account leadership, destination strategy, creative production, and social media management. This engagement spans end-to-end campaign planning, content execution, and performance analytics to drive tourism awareness and support emerging strategic initiatives throughout the fiscal year.. This agreement shall govern work provided by Consultant for Client between the Effective Date and **June 30th, 2027.**

If this Statement of Work (SOW) is not signed by all parties within 60 days of its issuance, the proposal is deemed void, and it may be necessary to reevaluate and potentially modify the scope of work in accordance with the mutual agreement of the involved parties. Client-caused delays to the SOW timeline may necessitate a reevaluation and potential adjustment of the project scope and/or budget.

2. SERVICES AND DELIVERABLES: Consultant shall perform the following services:

Account Leadership & Project Management

Sparkloft will provide ongoing account leadership and project management to ensure the successful planning, coordination, and execution of marketing initiatives throughout the contract term.

Services may include:

- Day-to-day client communication
- Project planning and prioritization
- Timeline and workflow management
- Budget oversight and resource coordination
- Status meetings and meeting facilitation
- Coordination across strategy, creative, media, and reporting workstreams
- Collaboration with Visit Broken Arrow staff and external partners

Destination Marketing Strategy & Campaign Planning
Sparkloft will provide strategic marketing guidance to support Visit Broken Arrow's tourism objectives and evolving destination priorities.

- Annual and seasonal marketing planning
- Campaign strategy and development
- Audience segmentation and targeting recommendations
- Messaging and positioning
- Content and editorial planning
- Competitive and destination monitoring
- Tourism marketing consultation
- Strategic recommendations supporting emerging opportunities

In-Destination Strategic Support & Site Visits
Sparkloft will provide recurring in-market strategic support to strengthen collaboration with Visit Broken Arrow staff, tourism partners, and community stakeholders. Up to three (3) visits per year for up to two (2) people for two (2) days

Services may include:

- Destination immersion and site visits
- Strategic planning sessions
- Stakeholder and partner meetings
- Hotelier engagement
- Board and committee meeting participation
- Creative scouting and content planning
- On-site workshops and campaign planning
- Tourism partner relationship development

Creative Strategy & Campaign Concepting
Sparkloft will develop strategic creative concepts that support destination awareness, visitation, and tourism initiatives.

Services may include:

- Campaign ideation
- Creative concept development
- Messaging frameworks
- Creative briefs
- Campaign copywriting
- Promotional concepts
- Seasonal campaign planning
- Integrated marketing recommendations

Creative Production
Sparkloft will develop creative assets that support destination marketing initiatives across digital, social, and other marketing channels.

Services may include:

- Graphic design
- Motion graphics
- Video editing
- Copywriting
- Social media creative
- Paid advertising creative
- Digital marketing assets
- Marketing collateral
- Creative asset optimization and adaptation

Organic Social Media Strategy & Management
Sparkloft will support Visit Broken Arrow's organic social media presence through strategic planning, content development, publishing support, and ongoing optimization.

Services may include:

- Content strategy
- Editorial calendar development
- Content publishing
- Social copywriting
- Community engagement support
- Platform recommendations
- Social media optimization
- Performance-based recommendations

Content Creator Program & Content Capture
Sparkloft will support authentic destination storytelling through creator partnerships and content development.

Services may include:

- Creator identification and recruitment
- Creator outreach and coordination
- Campaign briefing and management
- Usage rights coordination
- On-location content capture
- Destination storytelling
- Content planning and production support

Owned Media, SEO & AEO
Sparkloft will support Visit Broken Arrow's owned digital channels through strategic content development and optimization.

Services may include:

- Email marketing strategy and support
- Website content recommendations
- Search Engine Optimization (SEO)
- Answer Engine Optimization (AEO)
- AI search discoverability recommendations

- Website content optimization
- Metadata and search optimization recommendations
- Digital content strategy

Reporting, Analytics & Performance Optimization
Sparkloft will provide ongoing reporting, analytics, and optimization to inform strategic decision-making and maximize marketing performance.

Services may include:

- Campaign performance reporting
- Paid media management and optimization
- Budget pacing and monitoring
- Audience insights
- Attribution reporting
- Dashboard development and maintenance
- Strategic recommendations
- Quarterly performance reviews
- Analytics interpretation and optimization

Strategic Initiatives Reserve
A portion of the annual retainer is reserved to support emerging priorities, special projects, or strategic opportunities identified throughout the engagement.

Services may include:

- Strategic consulting
- New campaign opportunities
- Creative exploration
- Stakeholder presentations
- Additional planning sessions
- Special projects
- Emerging tourism initiatives
- Other mutually agreed-upon marketing support

3. PROJECT TIMELINE:

- Ongoing account leadership, destination marketing support, and strategic project management throughout the twelve (12) month engagement.
- Strategic recommendations for campaign planning, content execution, and performance optimization will be provided through the end of each month.

4. PROJECT ASSUMPTIONS AND DEPENDENCIES:

- Early termination of this scope may result in additional charges for the value of work performed to date, as well as administrative offboarding
- Delays on the part of the Client may require a revision in the project timeline and scope and result in a change order.
- All existing product and brand assets will be provided by the Client to Sparkloft prior to social-specific content creation.

5. PROJECT EXCLUSIONS:

- Custom financial reporting and accounting are not included in this scope. Client can request these services, but they will incur an additional blended hourly rate of $175.00.
- Specific deliverables and resource allocations may be adjusted or reallocated within the total annual budget upon mutual written agreement, provided the total project compensation and overarching scope objectives remain unchanged.

6. SERVICES INVESTMENT:

Service	Total Cost
Account Leadership & Project Management	$14,000.00
Destination Marketing Strategy & Campaign Planning	$13,000.00
In-Destination Strategic Support & Site Visits	$7,000.00
Creative Strategy & Campaign Concepting	$13,000.00
Creative Production	$21,000.00
Organic Social Media Strategy & Management	$13,000.00
Content Creator Program & Content Capture	$9,000.00
,Owned Media, SEO & AEO	$7,000.00
Reporting, Analytics & Performance Optimization	$9,000.00
Strategic Initiatives Reserve	$5,000.00
Total Services	$111,000.00

7. Hard Costs:

Hard Cost Expenses	Total Cost
Travel Hard Costs	$5,000.00
Total Expenses	$5,000.00

**Expenses are estimated based on initial research. Should the expenses exceed the estimated budget, the Client is responsible for covering any remaining costs based on actual expenses within a 10% contingency threshold. If overages exceed 10% of the total hard cost budget, a formal change order will be required to approve and account for the additional expenses.*

8. COMPENSATION: In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **$116,000.00** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

9. PAYMENT: Consultant will send Client an invoice in the amount of **$58,000.00** upon execution of this agreement. The remaining balance will be billed in monthly invoices at the beginning of each month.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice

thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principal balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

10. ASSOCIATED COSTS: Associated costs and fees are included the scope of work and all invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and travel costs, exceeding 10% of the allocated expenses budget, prior to Consultant committing to these expenses for associated costs.

11. CHANGES: Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate, approve and/or decline Change Orders, including all related cost estimates.
- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

Sparkloft Media **"Consultant"**	**Visit Broken Arrow** **"Client"**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	SOW#: **BKA-260701**

Statement Of Work

Project Name: BKA - Media FY26/27

Project Start Date: July 15th, 2026

Project End Date: June 30th, 2027

Contract #:CBKA-260701

SOW #: BKA-260701

1. OVERVIEW: This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

Sparkloft will provide strategic paid media planning, campaign execution, optimization, reporting, and performance recommendations to support Visit Broken Arrow's tourism marketing objectives throughout the contract term. This agreement shall govern work provided by Consultant for Client between the Effective Date and **June 30th, 2027**.

If this Statement of Work (SOW) is not signed by all parties within 60 days of its issuance, the proposal is deemed void, and it may be necessary to reevaluate and potentially modify the scope of work in accordance with the mutual agreement of the involved parties. Client-caused delays to the SOW timeline may necessitate a reevaluation and potential adjustment of the project scope and/or budget.

The services outlined below represent the anticipated scope of work for the engagement. Specific tactics, media allocations, platforms, and optimization priorities may evolve throughout the contract term based on campaign performance, seasonal opportunities, business objectives, and available media budget. Sparkloft and Visit Broken Arrow will collaboratively prioritize media initiatives throughout the engagement. Services may include, but are not limited to, the following:

2. SERVICES AND DELIVERABLES: Consultant shall perform the following services:

MONTHLY MEDIA MANGEMENT

Services may include:

- Paid media planning and campaign management
- Media buying across approved platforms
- Audience targeting and segmentation
- Budget pacing and optimization
- Campaign monitoring and performance optimization
- Creative testing recommendations
- Placement recommendations across channels

- Performance reporting and strategic recommendations

3. PROJECT TIMELINE

- Sparkloft will provide ongoing paid media management, optimization, reporting, and strategic recommendations throughout the twelve (12) month engagement.
- Recommendations for targeting, placement, and optimization of content across channels through the end of each month.

4. PROJECT ASSUMPTIONS AND DEPENDENCIES:

- Early termination of this scope may result in additional charges for the value of work performed to date, as well as administrative offboarding
- Delays on the part of the Client may require a revision in the project timeline and scope and result in a change order.
- All existing product and brand assets will be provided by the Client to Sparkloft prior to social-specific content creation.

5. PROJECT EXCLUSIONS:

- Custom financial reporting and accounting are not included in this scope. Client can request these services, but they will incur an additional blended hourly rate of $175.00.

6. MEDIA INVESTMENT:

Deliverable	Total Cost
Media Platform Spend	$45,000.00
Annual Admin + Data Fee	$2,250.00
Media Management Fee	$6,750.00
Total Investment	**$54,000.00**

7. COMPENSATION: In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **$54,000.00** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

8. PAYMENT: Consultant will send Client an invoice in the amount of **$27,000.00** upon execution of this agreement. The remaining balance will be billed in monthly invoices at the beginning of each month.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principal balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

9. ASSOCIATED COSTS: Associated costs and fees are included the scope of work and all invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and

travel costs, exceeding 10% of the allocated expenses budget, prior to Consultant committing to these expenses for associated costs.

10. CHANGES: Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate, approve and/or decline Change Orders, including all related cost estimates.
- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

Sparkloft Media **"Consultant"**	**CLIENT NAME** **"Client"**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
	SOW#: **BKA-260701**

City of Broken Arrow

Request for Action

File #: 26-1076, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval and authorization to Execute Budget Amendment Number 1 for Fiscal Year 2027

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

On June 15, 2026, Council approved the purchase of real property located at 1201 South Main Street in Broken Arrow in the amount of $600,000. Budget Amendment Number 1 appropriates a portion of fund balance of the Sales Tax Capital Improvement Fund for the purchase and closing costs of said property in the amount of $650,000. These funds will be reimbursed to the Sales Tax Capital Improvement Fund by the 2026 GO Bond Fund at a future date.

Cost: $650,000

Funding Source: STCI, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #1 for Fiscal Year 2027

Recommendation:
Approval of and authorization to execute Budget Amendment Number 1 for Fiscal Year 2027.

Fund 330 - Sales Tax Capital Improvement
Budget Amendment #1
Fiscal Year 2027
7/14/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
330-353050		FUND BALANCE	$ 3,888,381	$ (650,000)	$ 3,238,381
			$ 3,888,381	**$ (650,000)**	**$ 3,238,381**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3301700-570170	2617230	PROPERTY @1201 S MAIN ST	$ -	$ 650,000	$ 650,000
			$ -	**$ 650,000**	**$ 650,000**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. On June 15, 2026, Council approved the purchase of real property located at 1201 South Main Street in Broken Arrow in the amount of $600,000. Budget Amendment Number 1 appropriates a portion of fund balance of the Sales Tax Capital Improvement Fund for the purchase and closing costs of said property in the amount of $650,000. These funds will be reimbursed to the Sales Tax Capital Improvement Fund by the 2026 GO Bond Fund at a future date.

Approved by City Council
Tuesday, July 14, 2026

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-1001, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract

Background:
This will be a 1-year engagement (8/1/2026-7/31/2027) of the Blue Voyant MDR solution. This solution will provide the city the enhanced security as we continue to harden our environment.

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

Cost: $157,845.90

Funding Source: IT Maintenance Service Budget

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached quotes

Recommendation:
Approve and authorize to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract

Pricing Proposal
Quotation #: 27653871
Created On: 6/17/2026
Valid Until: 9/28/2026

OK-City of Broken Arrow

Phil Morris
P.O.BOX 610
ACCOUNTS PAYABLE
BROKEN ARROW, OK 74013
United States
Phone: 9182598326
Email: pmorris@brokenarrowok.gov

Inside Account Manager

Bill Dolan
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 EXT 555xxxx
Email: Bill_Dolan@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Managed Azure Sentinel BLUEVOYANT LLC - Part#: MSS-SIEM-SERVICE-XDR-SENTINEL-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2026 - 7/31/2027 **Note:** 12 month term - Uses Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints. Please see the Service Description here: https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription	626	$252.15	$157,845.90
2	Managed Azure Sentinel BLUEVOYANT LLC - Part#: MSS-SIEM-SERVICE-SENTINEL-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2026 - 7/31/2027 **Note:** 12 month term - Uses Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints. Please see the Service Description here: https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription	626	$0.00	$0.00
3	BlueVoyant's monitoring of the contracted Client-owned Microsoft environment "Azure and Microsoft 365" BLUEVOYANT LLC - Part#: MSS-DEFENDER-SUITE-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2026 - 7/31/2027 **Note:** Provides security event investigations across Client's 365 Defender Suite of Products. Includes Advanced Threat Hunting	626	$0.00	$0.00

Total	$157,845.90

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

BlueVoyant Quote ID: Q-17356
MSS-SIEMSERVICE-XDR-SENTINEL-GOV:
Managed Azure Sentinel, using Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest
threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints.
Please see the Service Description here:
https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription
MSS-SIEMSERVICE-SENTINEL-GOV:
Managed Azure Sentinel, using Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest
threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints.
Please see the Service Description here:
https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription
MSS-MDR-365D-GOV:
BlueVoyant’s monitoring of the contracted Client-owned Microsoft environment (Azure and Microsoft 365) provides security event investigations across Client’s 365 Defender
Suite of Products. Includes Advanced Threat Hunting.
Renewal Term Dates: 8/1/2025 - 7/31/2026

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 26-1002, **Version:** 1

Broken Arrow City Council
Meeting of: 7/14/2026

Title:
Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement

Background:
This is a 1 year agreement to extend our use of CommVault as the platform for backup and recovery SW for the City of Broken Arrow.

This will cover our current onsite backups, our cloud (Microsoft Office 365) backups and provide an immutable copy of our backups secured from a ransomware attack in a new government cloud solution. This solution addresses both cyber security and disaster recovery needs.

The City of Broken Arrow's purchase through SHI is made under the State of Oklahoma Master Agreement 9065182 and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $92,054.53

Funding Source: IT Department Maintenance Service

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement

Pricing Proposal
Quotation #: 27475259
Created On: 4/30/2026
Valid Until: 8/18/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Inside Account Manager

Will Hughes
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1361
Email: Will_Hughes@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Commvault Cloud Backup & Recovery for Active Directory, Per User, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year CommVault - Part#: MTL-AD-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/19/2026 - 8/18/2027	1235	$6.54	$8,076.90
2	Commvault Cloud for Government Backup & Recovery SaaS for Microsoft 365 Enterprise (Unlimited Storage), Per User, List Price is Monthly Rate, Upfront Payment, Subscription - 1 Year CommVault - Part#: MTL-G-M365U-USR Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/19/2026 - 8/18/2027	1005	$37.60	$37,788.00
3	Commvault Cloud Risk Analysis Software, Per Front-End Terabyte Upfront Payment Subscription - 1 Year CommVault - Part#: CV-RSK-FT-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID: 102BB0 Coverage Term: 8/19/2026 - 8/18/2027	10	$646.34	$6,463.40
4	Commvault Cloud Autonomous Recovery Software for Virtual Machines, Per VM (10-Pack) Upfront Payment Subscription - 1 Year CommVault - Part#: CV-DP-VM10-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID: 102BB0 Coverage Term: 8/19/2026 - 8/18/2027	12	$1,362.58	$16,350.96
5	Commvault Cloud Backup & Recovery Software (500GB Capped Operating Instance),	24	$157.38	$3,777.12

	Per Operating Instance Upfront Payment Subscription - 1 Year CommVault - Part#: CV-BKRC-C-OI-11 Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID: 102BB0 Coverage Term: 8/19/2026 - 8/18/2027			
6	Commvault Cloud for Government Air Gap Protect for Commvault Cloud, Azure Cool Tier, Per TB, Per Month, Upfront Payment, Subscription - 1 Year CommVault - Part#: CV-MCS-GC-TB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Serial #: CCID: 102BB0 Coverage Term: 8/19/2026 - 8/18/2027	55	$356.33	$19,598.15
			Total	$92,054.53

Additional Comments

Please Note: Commvault has a zero returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 26-1067, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to execute Agreement for Professional Consulting Services with WSB, LLC for the design of Graves Scout Ranch Low Water Crossing Improvements (Project Number SW26230)

Background:
The proposed project is to design improvements for the Low Water Crossing on the Graves Scout Ranch. The land has changed over the last 100 years. It was a strip mine in the 1950's. Since then, a portion has been reclaimed for beneficial use. The northeast portion is currently owned by Northeastern State University, NSU. NSU appears to have started reclaiming the land around 2002, according to aerial photographs. Prior to the strips mines Broken Arrow Creek was originally west of the Indian Nation Council Boy Scouts of America (Boy Scouts) property. Currently Broken Arrow Creek has changed course and now flows through the pond on the Boy Scouts Pond. The date of the change in flow direction is unknown. However, the 1995 aerial shows the connection between Broken Arrow Creek and the Boy Scouts pond already established.

The outflow structure of the Boy Scouts Pond is a low water crossing that is designed to overtop before the 1% chance (100-Year) rainfall event. The structure overtops several times a year and has caused erosion concerns around the structure.

This area is in a FEMA regulated floodplain and a blue line stream governed by the United States Army Corps of Engineers. This is in the Broken Arrow Creek Watershed.

On April 27th, 2026, Council approved the Drainage Advisory Committee's recommendation to approve the request to use $70,000 of the 2018 General Obligation Bond, Proposition 6 funds to hire a consultant to engineer pond outlet improvements to the Graves Scout Ranch pond.

Cost: $69,811.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: 20260708-Graves Scout Ranch AEAgreement-SW26230

Recommendation:
Approve and authorize execution of Agreement for Professional Consulting Services with WSB, LLC for the design of Graves Scout Ranch Low Water Crossing (Project Number SW26230)

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW26230

1.0 Professional Consulting Firm:

1.1	Name:	WSB, LLC
1.2	Telephone No.:	918-743-6611
1.3	Address:	416 S. Utica Ave. Tulsa, OK 74104

2.0 Project Name/Location: Graves Scout Ranch Pond Outlet Mitigation, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services to prepare an Alternative Analysis for solutions related to and Construction Documents for mitigation of Graves Scout Ranch Pond Outlet at 2800 New Orleans St., Broken Arrow, OK. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1	Agreement Amount:	Alt. Analysis	$ 17,652.00
		Design Fees	$ 52,159.00
		TOTAL AGREEMENT AMOUNT	$ 69,811.00
4.2	Agreement Time:		150 calendar days
4.3	Estimated Construction Cost:		_____

5.0 Agreement Approved by the OWNER on: _____

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

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

W I T N E S S E T H:

WHEREAS, OWNER intends to improve erosion protection at the Graves Scout Camp pond outlet (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

(1) General Liability Insurance, with a combined single limit of $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 annual aggregate.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act

of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

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

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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

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

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

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

CONSULTANT: WSB LLC
416 S. Utica Avenue
Tulsa, OK 74104
918.743.6611

Contact Name: Laine Peitzmeier, PE
Project Manager

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
WSB LLC

By: James Kennedy (Jul 7, 2026 12:13:29 CDT)
Jay Kennedy, Vice President

Date: Jul 7, 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Ben Fletcher
Ben Fletcher (Jul 7, 2026 14:54:27 CDT)
Benjamin W. Fletcher
Manager – Design

Date: Jul 7, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 7 day of July, 2026, personally appeared Jay Kennedy, known to be to be the Vice-President, of WSB LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
03/26/2030

Lori Moran
Notary Public

ATTACHMENT A
TO TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC
FOR GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of erosion protection improvements at the Graves Scout Ranch Pond Outlet. These documents shall include, but not be limited to, the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements requiring replacement and/or rehabilitation; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; and special conditions.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 PROJECT SCOPE

2.1 The project consists of site visits, coordination with City of Broken Arrow (COBA) and Scout Camp staff, and engineering to assess site conditions and prepare construction plans for erosion protection improvements at the Graves Scout Camp pond outlet.

2.2 The design will address the erosion that is currently happening along the entrance road and pond dam at the scout camp. It is anticipated that the roadway will be closed during construction, and no shoo-fly, temporary roadways or detour routes will be designed.

2.3 CONSULTANT will assess the pond hydraulics to verify if any changes to road profile or outlet structure are necessary.

2.4 CONSULTANT will develop up to three (3) alternatives with general plan exhibits and construction cost estimates for each alternative.

2.5 CONSULTANT prepare construction plans for roadway and pond dam protection alternative selected by OWNER and culvert and headwall replacement, if needed.

2.6 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the City.

3.0 SCOPE OF SERVICES

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

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

3.2 **ALTERNATIVE ANALYSIS PHASE**: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Develop three (3) alternatives with general plan exhibits and construction cost estimates.
3.2.2 Submit exhibits and construction cost estimates to OWNER for selection of alternative.
3.2.3 Conduct up to two (2) site visits.

3.3 **PLAN DEVELOPMENT PHASE**: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 PRELIMINARY PLANS:

3.3.1.1 Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify all elements perceived by the CONSULTANT to require replacement and/or rehabilitation.
3.3.1.2 Prepare preliminary drawings for proposed construction.
3.3.1.3 Submit a half-size (11”x17”) PDF of all sets of preliminary plans for review by the OWNER.
3.3.1.4 Submit an Engineer’s Estimate of construction cost in PDF format for the proposed improvements.
3.3.1.5 Attend meeting to review preliminary plans. It is understood that only one (1) plan review meeting shall be conducted for the project.

3.3.2 FINAL PLANS:

3.3.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.
3.3.2.2 Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.
3.3.2.3 For all plan sets, submit one (1) signed/sealed unbound set of half-size (11” x 17”) drawings on bond paper, a PDF copy of the

plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer's Estimate of construction cost in PDF format.

3.4 **ASSISTANCE DURING BIDDING PHASE**: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.5 **CONSTRUCTION SERVICES PHASE**: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.6 **RECORD DRAWINGS PHASE**: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC
FOR
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

1.1 Title Sheet
1.2 Typical Section(s)
1.3 Pay Items and Notes Sheet
1.4 Stormwater Pollution Prevention Plan
1.5 Paving Repair Plan Sheets
1.6 Pond Outlet Protection Sheets
1.6 Project Sign Detail
1.7 Protect-in-Place Detail
1.8 Miscellaneous Details

2.0 **SPECIAL CONSTRUCTION SPECIFICATIONS**: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

ATTACHMENT C
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC
FOR
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

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

1.1 Alternative Analysis Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$17,652.00** for the completion of the Alternative Analysis Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Plan Development Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$52,159.00** for the completion of the Plan Development Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Assistance During Bidding Phase Payment: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

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

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

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

ATTACHMENT D
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC
FOR
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

1.2 OWNER shall furnish to CONSULTANT all public utility information available relevant to the design and construction of the PROJECT.

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC
FOR
GRAVES SCOUT RANCH POND OUTLET MITIGATION
PROJECT SW26230

PROJECT SCHEDULE

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

1.0 ALTERNATIVE ANALYSIS PHASE:

1.1 Notice to Proceed:TBD
1.2 Pond Hydraulics and Alternative Analysis: 45 calendar days
1.3 City Review and Alternative Selection: 15 calendar days

2.0 PLAN DEVELOPMENT PHASE:

2.1 Preparation of 90% Plans: 45 calendar days
2.2 Owner Review: 15 calendar days
2.3 Preparation of Final Plans: 30 calendar days

3.0 ASSISTANCE DURING BIDDING PHASE:

3.1 To Be Determined

4.0 CONSTRUCTION SERVICES PHASE:

4.1 To Be Determined

5.0 RECORD DRAWINGS PHASE:

5.1 To Be Determined

ATTACHMENT F
TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN CITY OF BROKEN ARROW (OWNER) AND WSB LLC FOR GRAVES SCOUT RANCH POND OUTLET MITIGATION PROJECT SW26230

HOURLY RATE SCHEDULE

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2026 Rate Schedule

	Billing Rate/Hour
ASSOCIATE | SR. ASSOCIATE | PRINCIPAL | SR. PRINCIPAL	$202 - $291
SR. PROJECT ENGINEER | SR. PROJECT MANAGER	$202 - $263
PROJECT MANAGER	$178 - $199
GRADUATE ENGINEER | PROJECT ENGINEER	$120 - $198
PROJECT MANAGER ASSISTANT	$98 - $161
ENGINEERING TECHNICIAN | ENGINEERING SPECIALIST	$79 - $197
LANDSCAPE ARCHITECT | SR. LANDSCAPE ARCHITECT	$89 - $189
ENVIRONMENTAL SCIENTIST | SR. ENVIRONMENTAL SCIENTIST	$80 - $187
PLANNER | SR. PLANNER	$92 - $195
GIS SPECIALIST | SR. GIS SPECIALIST	$89 - $195
CONSTRUCTION OBSERVER	$121 - $158
SURVEY	
Survey Office Technician	$141 - $176
Drone Pilot	$204
One-Person Crew	$204
Two-Person Crew	$275
OFFICE TECHNICIAN	$70 - $152

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

City of Broken Arrow

Request for Action

File #: 26-1003, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to purchase annual maintenance for Dell Servers, Storage and Cisco Network Hardware through Park Place Technologies

Background:
The City of Broken Arrow utilizes Dell Servers, Storage and Cisco Network Hardware as part of our network infrastructure. This is to provide the hardware, software maintenance and support for these critical components. Keeping maintenance on this equipment provides firmware updates, support, and hardware replacement in the event of a failure.

Cost: $36,102.72

Funding Source: IT maintenance budget

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approve and authorize the purchase of annual maintenance and support for our Dell Servers, Storage and Cisco Network Hardware through Park Place Technologies

PARK PLACE TECHNOLOGIES

Quote For: City of Broken Arrow

Pricing is Valid Until 07-Sep-2026

Quote: 1024457-2

Quote Type: Renewal Quote

COMPANY:	City of Broken Arrow	**CONTACT:**	Phil Morris 918.259.2400 pmorris@brokenarrowok.gov
ADDRESS:	PO Box 610 Attn Accounts Payable Broken Arrow, OK 74013 United States	**PPT REP:**	Sarah Jadallah sarah.jadallah@parkplacetech.com

TERM START:	01-Jul-2026
TERM END:	30-Jun-2027
BILL FREQUENCY:	Full Term Prepaid
PAYMENT TERMS:	Net 30
CURRENCY:	USD
AGREEMENT #	USA-125574-002

Solution 1

LINE	OEM	PRODUCT DESCRIPTON	SERVICE TYPE	SERVICE LEVEL (SLA)	SERIAL NUMBER	QTY	HOST NAME	LOCATION	START DATE	END DATE	STATUS	TOTAL
1.2.1	Dell	Compellent SCv3020 Storage Array 30SFF	Parts Tech & Labor	7x24x4	D5604Y2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Renewal	$11,029.80
1.2.1.1	Dell	1.92TB SSD SAS 12Gb/s MLC RI 2.5in Disk				42		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Renewal	Included
1.2.1.2	Dell	Compellent SCv320 Enclosure 24SFF				1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Renewal	Included
1.2.2			ParkView Hardware Monitoring	Standard	D5604Y2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.2.3			Monitoring	Standard	D5604Y2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.2.4			Technical Advice & Guidance	Standard	D5604Y2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.3.1	Dell	PowerEdge R630 CTO 8SFF Chassis	Parts Tech & Labor	7x24x4	7JVY7M2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$900.72
1.3.2			ParkView Hardware Monitoring	Standard	7JVY7M2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.4.1	Dell	PowerEdge R640 Server	Parts Tech & Labor	7x24x4	F1P1MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,256.76
1.4.2			ParkView Hardware Monitoring	Standard	F1P1MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.5.1	Dell	PowerEdge R740 Server	Parts Tech & Labor	7x24x4	H3RTHQ2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,516.20
1.5.2			ParkView Hardware Monitoring	Standard	H3RTHQ2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.6.1	Dell	PowerEdge R640 Server	Parts Tech & Labor	7x24x4	F1P2MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,256.76
1.6.2			ParkView Hardware Monitoring	Standard	F1P2MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.7.1	Dell	PowerEdge R640 Server	Parts Tech & Labor	7x24x4	F1P3MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,256.76
1.7.2			ParkView Hardware Monitoring	Standard	F1P3MR2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.8.1	Cisco	Catalyst 2960X 24p GigE PoE 4p 1G SFP+ LAN Base	Parts & Tech	N-5x9xNBD	FJC2220W31U	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$289.80
1.8.2			ParkView Hardware Monitoring	Standard	FJC2220W31U	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.9.1	Dell	PowerEdge R630 Server	Parts Tech & Labor	7x24x4	CJ59T52	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$821.88
1.9.2			ParkView Hardware Monitoring	Standard	CJ59T52	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.15.1	Dell	PowerEdge R630 Server	Parts Tech & Labor	5x9xNBD	9YKTDH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,232.52
1.15.2			ParkView Hardware Monitoring	Standard	9YKTDH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.16.1	Cisco	Catalyst 2960X 24p GigE PoE 4p 1G SFP+ LAN Base	Parts & Tech	N-5x9xNBD	FCW2042A140	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$289.80
1.16.2			ParkView Hardware Monitoring	Standard	FCW2042A140	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included

1.19.1	Cisco	Catalyst 2960X 24p GigE PoE 4p 1G SFP+ LAN Base	Parts & Tech	N-5x9xNBD	FCW2132A1WM	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$289.80
1.19.2			ParkView Hardware Monitoring	Standard	FCW2132A1WM	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.20.1	Cisco	Catalyst 2960X 48xGbE 4x1G SFP Switch LAN Base	Parts & Tech	N-5x9xNBD	FCW2032A0NJ	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$386.40
1.20.2			ParkView Hardware Monitoring	Standard	FCW2032A0NJ	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.21.1	Dell	PowerEdge R630 Server	Parts Tech & Labor	5x9xNBD	9YKSDH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$1,232.52
1.21.2			ParkView Hardware Monitoring	Standard	9YKSDH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.22.1	Dell	PowerVault MD1400 12LFF DAS Storage Array	Parts Tech & Labor	5x9xNBD	24LJCH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$4,188.48
1.22.2			ParkView Hardware Monitoring	Standard	24LJCH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.22.3			Technical Advice & Guidance	Standard	24LJCH2	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.25.1	Cisco	Catalyst 2960X 48xGbE 4x1G SFP Switch LAN Base	Parts & Tech	N-5x9xNBD	FOC2042Z01R	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$386.40
1.25.2			ParkView Hardware Monitoring	Standard	FOC2042Z01R	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.26.1	Cisco	Catalyst 2960X 24p GigE PoE 4p 1G SFP+ LAN Base	Parts & Tech	N-5x9xNBD	FJC2235W5CY	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027	Move	$289.80
1.26.2			ParkView Hardware Monitoring	Standard	FJC2235W5CY	1		Broken Arrow, OK, Oklahoma	01-Jul-2026	30-Jun-2027		Included
1.27.1	Dell	PowerEdge R740 Server	Parts Tech & Labor	7x24x4	FM7KCP2	1	cba-arc	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$1,412.76
1.27.2			ParkView Automated Support	Standard	FM7KCP2	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.28.1	Dell	MD1400 12LFF DAS Storage Array	Parts Tech & Labor	7x24x4	BWDVFK2	1	MD1400 for cba-seclab	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$4,360.32
1.28.2			ParkView Automated Support	Standard	BWDVFK2	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.28.3			Technical Advice & Guidance	Standard	BWDVFK2	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.29.1	Dell	PowerEdge R640 Server	Parts Tech & Labor	7x24x4	1351H13	1	cba-scada	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$1,172.52
1.29.2			ParkView Automated Support	Standard	1351H13	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.30.1	Dell	PowerEdge R740xd Server	Parts Tech & Labor	7x24x4	3Z07FX2	1	cba-wtpvideo	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$1,500.00
1.30.2			ParkView Automated Support	Standard	3Z07FX2	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.31.1	Dell	PowerEdge R440 Server	Parts Tech & Labor	7x24x4	869G673	1	cba-orion-db	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$516.36
1.31.2			ParkView Automated Support	Standard	869G673	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included
1.32.1	Dell	PowerEdge R440 Server	Parts Tech & Labor	7x24x4	869H673	1	cba-orion	Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027	Add	$516.36
1.32.2			ParkView Automated Support	Standard	869H673	1		Broken Arrow, OK, United States	01-Jul-2026	30-Jun-2027		Included

$36,102.72 Grand Total

Location Totals

(Broken Arrow, OK, United States) 220 S 1st St, Broken Arrow, OK, 74012, United States

SERVICE DESCRIPTIONS; TERMS AND CONDITIONS

The services set forth on the above Order Schedule (the "Services") are for the period stated on the Order Schedule commencing on the term start date referenced on the Order Schedule. Customer's rights and Park Place Technologies' obligations with respect to the Services are set forth in the following documents, EACH OF WHICH IS INCORPORATED IN THE CONTRACT BY THIS REFERENCE and each of which is located at https://www.parkplacetechnologies.com/contracts/ (collectively, the "Agreement"): (a) the applicable Service Descriptions for the purchased Services and (b) General Terms and Conditions for Purchase of Services*, in the case of each of (a) and (b) as in effect on the date hereof and inclusive of addenda and documents referenced therein. Customer may request printed copies of these documents by emailing *legal@parkplacetech.com*. If this Order Schedule expressly conflicts with the other documents comprising the Agreement, this Order Schedule controls.

*If Customer and Park Place Technologies have executed a Master Services Agreement which (a) includes within its scope the Order Schedule and (b) remains in full force and effect, then such Master Services Agreement for all purposes of the Agreement will be deemed to be the General Terms and Conditions for the Purchase of Services.

ACCEPTANCE AND PAYMENT TERMS

By Customer signature below, Customer accepts this Order Schedule as issued by Park Place Technologies and agrees to the terms, provisions and conditions of the Agreement.

Customer is required to submit a purchase order (unless otherwise noted above) and acknowledges that any terms contained in such purchase order that conflict with the Agreement are void and of no force and effect. Any reference to a purchase order number on an invoice is for administrative purposes only. This Order Schedule and purchase orders should be submitted to your sales representative. Execution of this Order Schedule and/or submission of a purchase order accepting the quote contained in this Order Schedule constitutes agreement to the terms, provisions and conditions of the Agreement.

Payment terms are set forth above. Prices stated are exclusive of taxes, duties and similar assessments on the sale or Customer's use, which Customer agrees to pay. When applicable, Customer will provide the VAT or GST identification number(s) to Park Place Technologies. If Customer is tax exempt, Customer must provide a valid tax exemption certificate.

*****To this extent assets on this Quote are located in any of the following countries, this Quote, both prior to and following acceptance, may be terminated or modified by Park Place to the extent external events make the performance of services and/or provision of parts unsafe or reasonably not possible: Israel, UAE, Saudi Arabia, Bahrain, Qatar, Kuwait, Jordan, Oman, Lebanon, Syria, Yemen, Turkey, Cyprus, Iraq, Iran.*****

ACCEPTANCE:

(CUSTOMER NAME / PARTNER NAME)

SIGNATURE

PRINTED NAME & TITLE

DATE

City of Broken Arrow

Request for Action

File #: 26-1009, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to rescind the contracts awarded for Concrete supply vendors for FY27

Background:
On June 15, 2026, the City Council approved the award of contracts to Greenhill Concrete and NexLevel Redi Mix for the supply of concrete for Fiscal Year 2027 projects under RFP 26.157 (Agenda Item 26-926).

Following the award, staff determined that several key items requiring clarification or additional pricing were inadvertently omitted from the bid specifications. These items include clarification of the delivery fee structure and pricing, as well as the addition of flow-fill products. To ensure the City receives complete, accurate, and comparable pricing for all anticipated concrete needs, staff recommends rescinding the previously awarded contracts and rebidding the project with revised specifications that address these omissions.

Staff has already begun preparing the revised bid package to facilitate an expedited rebid process and minimize any potential impact on upcoming projects.

Cost: None

Funding Source: None

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 26.157 Concrete

Recommendation:
Approval of and authorization to rescind the contracts awarded for Concrete supply vendors for FY27

CITY OF BROKEN ARROW

May 7, 2026

Bid Name: Concrete
Bid Number: 26.157
QuestCDN Number: 10197507
Bid Opening Date: June 2, 2026, at 10:00 am CST
Published in TulsaWorld: May 9, 2026 and May 16, 2026

Concrete

The City of Broken Arrow is inviting proposals to provide an **Concrete** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: June 2, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

Questions or additional information requests should be directed to the City of Broken Arrow
City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **Concrete** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.157 with QuestCDN Number: 10197507.

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.

2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only)**: The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

   7/1/2026 to 6/30/2027
   7/1/2027 to 6/30/2028
   7/1/2028 to 6/30/2029
   7/1/2029 to 6/30/2030
   7/1/2030 to 6/30/2031

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10197507, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

   Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Concrete** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

1. All concrete mixes and additives must meet or exceed ASTM standards for Oklahoma. The supplier shall provide mix designs and technical data sheets upon request.

2. The supplier shall ensure prompt delivery of materials as scheduled by the City. Deliveries must be made to various job sites within the city limits, with reasonable flexibility for short-notice orders when necessary.

3. The supplier shall be responsible for providing concrete that consistently meets the specified PSI ratings and additive requirements (e.g., calcium percentages, hot water mix, high early strength). Batches that do not meet performance standards may be rejected and replaced at no cost to the City.

4. The supplier shall maintain clear and regular communication with the designated City representative to coordinate order schedules, changes, or urgent needs. A primary point of contact must be identified.

5. All delivery personnel must adhere to OSHA safety standards and follow all traffic and site-specific safety protocols while on City property or job sites.

6. No substitutions or alterations of approved materials may be made without prior written approval from the City.

7. Invoices must accurately reflect delivered quantities and be accompanied by delivery tickets signed by City personnel. Additional charges (if any) must be clearly itemized and pre-approved.

8. The supplier shall respond to inquiries, issues, or order confirmations within one (1) business day. In the event of any delivery delays, the supplier must notify the City immediately with an updated timeline.

7. INSURANCE:

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

• Personal Injury, each person	$100.000.00
• Personal Injury, each occurrence	$1,000,000.00
• Properly Damage, each person	$25,000.00
• Property Damage, each occurrence	$100,000.00

7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. PERFORMANCE BOND: The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars ($5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. CITY LIABILTY: Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. HOLD HARMLESS: The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. AUTHORITY IN CITY COUNCIL:

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
- The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.
- Whether the bidder can perform the contract or provide the service promptly or within the

time specified, without delay or interference.

- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions are attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

OPTION 1: MAIL

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

OPTION 2: ONLINE

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- The bid opening will be held virtually and can be accessed via the following link: Virtual Bid Openings
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid

opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to designated locations.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.

- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any

customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

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

18.23. CONTRACTOR WILL INDEMNIFY, defend and hold harmless City against

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

EXHIBIT 1

CITY HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident	$1,000,000.00
Bodily Injury, per person	$100,000.00
Property Damage, per claimant	$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal Injury per person	$100,000.00
Personal Injury per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per occurrence	$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury per person	$100,000.00
Personal Injury per accident	$1,000,000.00
Property Damage, per person	$100,000.00
Property Damage, per accident	$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident	$1,000,000.00
Comprehensive General liability per accident	$1,000,000.00
Bodily Injury, per accident	$1,000,000.00
Property Damage, per claimant	$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.

Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN Number: 10197507 number in the search box and click “Search”.
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to Isanti County.

6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements that are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Item Description	Unit of Measure	Unit Price
2500 PSI Concrete	Cu Yd	$_____
3000 PSI Concrete	Cu Yd	$_____
3500 PSI Concrete	Cu Yd	$_____
4000 PSI Concrete	Cu Yd	$_____
4” Expansion Joint	Ft.	$_____
6” Expansion Joint	Ft.	$_____
1% Calcium	Cu Yd	$_____
2% Calcium	Cu Yd	$_____
Hot Water	Cu Yd	$_____
High Early	Cu Yd	$_____
Synthetic Fiber Mesh	Cu Yd	$_____
Delivery Charge	Cu Yd	$_____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.157 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder: _____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT D - INTEREST AFFIDAVIT
The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

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

_____

_____

_____

_____

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

X_____

Subscribed and sworn to before me this _____ day of _____20____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: _____

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: _____

COUNTY OF: _____

_____, of lawful age, being first duly sworn, on oath says:

(S)he is the duly authorized agent of _____, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;

1. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and

2. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:

- a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
- b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
- c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X_____

Subscribed and sworn to before me this _____day of_____20_____

My Commission Expires: _____ _____
Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

City of Broken Arrow

Request for Action

File #: 26-1019, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to award the lowest responsible bid to BJ's Oilfield Construction, and approve the execution of a construction contract for the Diocese Channel Stabilization (SW24080)

Background:
This project is to construct erosion control measures along the bank of Haikey Creek near the Diocese of South Tulsa. The project was advertised May 26th, 2026, and June 2nd, 2026. Three (3) bids were received on June 16th , 2026. The lowest bidder was BJ's Oilfield for $295,115.00. The engineer's estimate for the project was $298,833.00.

Cost: $295,155.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:
Award the lowest responsible bid to BJ's Oilfield Construction, and approve and authorize execution of a construction contract for the Diocese Channe Stabilization (SW24080)

SW24080 Diocese Channel Stabilization (#10209329)													
Owner: Broken Arrow, City of													
Solicitor: Broken Arrow, City of													
06/16/2026 01:45 PM CDT													
						Engineer Estimate		BJ's Oilfield Construction		Cherokee Pride Construction Inc.		Grade Line Construction, LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	201(A)1200	CLEARING AND GRUBBING	LS	1	$20,000.00	$20,000.00	$18,000.00	$18,000.00	$20,000.00	$20,000.00	$125,000.00	$125,000.00
	2	202(A)	UNCLASSIFIED EXCAVATION	CY	673	$24.00	$16,152.00	$22.00	$14,806.00	$50.00	$33,650.00	$50.00	$33,650.00
	3	202(E)2600	SELECT BORROW	Cu Yd	40	$65.00	$2,600.00	$11.00	$440.00	$200.00	$8,000.00	$85.00	$3,400.00
	4	202(F) 2700	EMBANKMENTS (BACKFILL)	Cu Yd	139	$50.00	$6,950.00	$16.00	$2,224.00	$20.00	$2,780.00	$85.00	$11,815.00
	5	205(A) 6200	TYPE A-SALVAGED TOPSOIL	LS	1	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
	6	209 9100	MACHINE GRADING (FINE)	LS	1	$8,000.00	$8,000.00	$9,000.00	$9,000.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00
	7	220 1100	SWPPP DOCUMENTATION AND MANAGEMENT	LS	1	$2,000.00	$2,000.00	$5,500.00	$5,500.00	$500.00	$500.00	$2,500.00	$2,500.00
	8	221(B) 2300	TEMPORARTY SILT FENCE	LF	1000	$4.00	$4,000.00	$2.00	$2,000.00	$3.00	$3,000.00	$5.00	$5,000.00
	9	221(F) 2720	TEMPORARY ROCK FILTER DAM TYPE 3	CY	22	$310.00	$6,820.00	$151.00	$3,322.00	$200.00	$4,400.00	$475.00	$10,450.00
	10	230(A)	SOLID SLAB SODDING	Sq Yd	291	$10.00	$2,910.00	$4.00	$1,164.00	$6.00	$1,746.00	$15.00	$4,365.00
	11	232(A) 9200	SEEDING METHOD A	AC	0.12	$3,000.00	$360.00	$2,500.00	$300.00	$1,000.00	$120.00	$12,500.00	$1,500.00
	12	240(A) 2230	REMOVING TREES 25" & MORE IN DIAMETER	EA	2	$1,500.00	$3,000.00	$700.00	$1,400.00	$25,000.00	$50,000.00	$3,500.00	$7,000.00
	13	509(D) 0500	CLASS C CONCRETE (CONCRETE DITCH)	CY	8	$600.00	$4,800.00	$600.00	$4,800.00	$1,000.00	$8,000.00	$1,000.00	$8,000.00
	14	601(A) 1100	TYPE I PLAIN RIPRAP (D50=36")	TON	169	$77.00	$13,013.00	$73.00	$12,337.00	$100.00	$16,900.00	$145.00	$24,505.00
	15	601(B) 1200	TYPE II PLAIN RIPRAP WITH FILTER BLANKET (D50=36")	TON	313	$120.00	$37,560.00	$98.00	$30,674.00	$140.00	$43,820.00	$145.00	$45,385.00
	16	641	MOBILIZATION	LS	1	$20,000.00	$20,000.00	$29,000.00	$29,000.00	$40,000.00	$40,000.00	$75,000.00	$75,000.00
	17	880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	$3,000.00	$3,000.00	$7,000.00	$7,000.00	$12,000.00	$12,000.00	$12,500.00	$12,500.00
	18	SPEC 1	FLEXAMAT PLUS	Sq Yd	1065	$100.00	$106,500.00	$122.00	$129,930.00	$100.00	$106,500.00	$100.00	$106,500.00
	19	SPEC 2	GRIPPLE EARTH PERCUSSION ANCHORS (6FT LONG)	EA	718	$26.00	$18,668.00	$1.00	$718.00	$50.00	$35,900.00	$79.00	$56,722.00
	20	SPEC 3	U-ANCHOR	EA	2375	$4.00	$9,500.00	$4.00	$9,500.00	$20.00	$47,500.00	$36.00	$85,500.00
	21	SPEC 4	ACCESS ROAD TO DOWNSTREAM AREA	LS	1	$10,000.00	$10,000.00	$9,000.00	$9,000.00	$4,000.00	$4,000.00	$50,000.00	$50,000.00
							$298,833.00		$295,115.00		$468,816.00		$703,792.00

I certify that this is a true and correct Tabulation of Bids Received at 1:45pm on June 16th, 2026. This document does not imply that the contract will be awarded to any particular bidder. The City of Broken Arrow reserves the right to accept or reject any and all bids.

David Reed, EIT
Stormwater Project Manager

City of Broken Arrow

Request for Action

File #: 26-1020, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Approval of and authorization to execute Change Order #3 with Grade Line Construction, LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)

Background:
The Wedgewood Residential Streets Concrete Panel Replacement project is to replace some of the roads in the Wedgewood neighborhood. The project did not have some roads in the contract and therefore this change order is needed to get most of the roads completed.

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

- At the directions of the COBA Contract Administrator, a reconciliation of contract amount is requested. Estimated quantities from Change Orders no 1 and 2 changed the total contract price to $1,129,524.05, installed quantities were $48,490.55 below that.

- There is no change in contract time.

The total cost for Change Order #3 amounts to ($48,490.55)

The additional cost associated with these changes is as follows:

Previous Change Orders:	$390,396.65
This Change Order(s):	($48,490.55)
Total Cost of Change Orders:	$341,906.10
Original Contract Amount:	$739,127.40
Revised Contract Amount:	$1,081,033.50
Percent Change in Contract:	46.26%
Applicable to Comp. Bid Act:	0.0%

Cost: $(48,490.55)

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Wedgewood ST22100-Change Order No. 3

Recommendation:

Approve and authorize execution of Change Order #3 with Grade Line Construction LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

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

Contract Change Order # 3

Project Name:	Wedgewood Residential Streets Conrete Panel Replacment - ST22100	Project Number:	ST22100
PO Number:	22601843	Date of Application:	Monday, June 29, 2026
Contractor:	Grade Line Construction, LLC	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, a reonciliation of contract amount is requested. Estimated quantities from Change Orders No 1 and 2 changed the total contract price to $1,129,524.05, installed quantities were $48,490.55 below that.
2)

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
		Contract Reconciliation	LS	$ 48,490.55	-1	$ (48,490.55)
						$ -
						$ -
						$ -
						$ -
						$ -
					Total Change Cost:	$ (48,490.55)

Summary of Project Costs

Total Previous Change Orders:	$ 390,396.65	Original Contract Amount:	$ 739,127.40
Current Change Order:	$ (48,490.55)	Amended Contract Amount:	$ 1,081,033.50
Total Cost of Change Orders:	$ 341,906.10	Percent Change in Contract:	46.26%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 3 in the sum of: $ (48,490.55) has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Anna R. Jacobs	Anna R. Jacobs	06/29/2026
Construction Division Manager:	Nathanael T. Kohl, PE		6/29/2026
Director of Engineering & Construction:	Charlie Bright, PE		6/29/26
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	7/1/2026
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 #: 26-1021, **Version:** 1

Broken Arrow City Council
Meeting of: 7/14/2026

Title:
Approval of and authorization to renew the City's subscription to SolarWinds Orion Network Manager HCO through SHI, pursuant to the Oklahoma State Purchasing Contract

Background:
SolarWinds is the City's current network management platform for monitoring all network, security, and server installations across the city.

This is the renewal for the Orion platform subscription which includes Observability for monitoring, Engineers Toolset for troubleshooting issues, Security Event Manager for security logging/monitoring, and Dameware for remote technician support.

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

Payment Schedule:

Year 1: $25,633.59

Year 2: $28,534.73

Year 3: $31,297.31

Purchasing via SHI using the listed State Contract:

Contract Name: OK- Software & Services

Contract #: SW1041SH

Cost: **$25,633.59 (Year 1)**

Funding Source: IT Department Maintenance Expense Budget

Requested By: Scott Carr, Information Technology Director

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

Attachments: Attached Quote

Recommendation:
Approval of and authorization to pay the renewal of our subscription to SolarWinds Orion Network Manager through SHI pursuant to the Oklahoma State Purchasing Contract

Pricing Proposal
Quotation #: 27698880
Created On: 6/30/2026
Valid Until: 7/15/2026

OK-City of Broken Arrow

Phil Morris
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

Inside Account Manager - Public Sector

Julia Bonello
300 Davidson Ave
Somerset, NJ, 08873
Phone: 7327051515
Email: Julia_Bonello@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SolarWinds Observability Self-Hosted Advanced A250 (up to 250 nodes) - Subscription (1Y) Renewal SolarWinds - Part#: 2256104 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 Coverage Term: 7/30/2026 - 7/29/2027 **Note:** Year 1	1	$21,461.40	$21,461.40
2	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription (1Y) Conversion SolarWinds - Part#: 2061001 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 Coverage Term: 7/30/2026 - 7/29/2027 **Note:** Year 1	1	$761.68	$761.68
3	SolarWinds Security Event Manager SEM50 (up to 50 nodes) - Subscription (1Y) Conversion SolarWinds - Part#: 2116003 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 Coverage Term: 7/30/2026 - 7/29/2027 **Note:** Year 1	1	$2,728.43	$2,728.43
4	SolarWinds DameWare Remote Support Per Technician License - Subscription Conversion SolarWinds - Part#: 2120001 Contract Name: OK- Software & Services	6	$113.68	$682.08

Contract #: SW1041SH
Serial #: SW21839301
Coverage Term: 7/30/2026 - 7/29/2027
Note: Year 1

5	SolarWinds Observability Self-Hosted Advanced A250 (up to 250 nodes) - Subscription (1Y) Year 2 SolarWinds - Part#: 2256104 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 2	1	$23,873.68	$23,873.68
6	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription (1Y) Year 2 SolarWinds - Part#: 2061001 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 2	1	$841.27	$841.27
7	SolarWinds Security Event Manager SEM50 (up to 50 nodes) - Subscription (1Y) Year 2 SolarWinds - Part#: 2116003 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 2	1	$3,069.48	$3,069.48
8	SolarWinds DameWare Remote Support Per Technician License - Subscription Year 2 SolarWinds - Part#: 2120001 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 2	6	$125.05	$750.30
9	SolarWinds Observability Self-Hosted Advanced A250 (up to 250 nodes) - Subscription (1Y) Year 3 SolarWinds - Part#: 2256104 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 3	1	$26,147.37	$26,147.37
10	SolarWinds Engineer's Toolset Per Seat License (includes one desktop install & one web named user) - Subscription (1Y) Year 3 SolarWinds - Part#: 2061001 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 3	1	$920.84	$920.84

11	SolarWinds Security Event Manager SEM50 (up to 50 nodes) - Subscription (1Y) Year 3 SolarWinds - Part#: 2116003 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 3	1	$3,410.52	$3,410.52
12	SolarWinds DameWare Remote Support Per Technician License - Subscription Year 3 SolarWinds - Part#: 2120001 Contract Name: OK- Software & Services Contract #: SW1041SH Serial #: SW21839301 **Note:** Year 3	6	$136.43	$818.58
			Total	$85,465.63

Additional Comments

Solarwinds has a no returns policy.

Payment Schedule:
Year 1: $25,633.59
Year 2: $28,534.73
Year 3: $31,297.31

Should the end customer elect to renew their subscription licenses as set forth in this Order for the additional multi-year option years presented, the
cost to renew the subscription license(s) for such option periods, immediately following completion of the initial term set forth in this Order, shall be at
the pricing set forth above. Notwithstanding anything set forth herein to the contrary, no early termination fee found in separate SolarWinds terms shall
apply.
...
SolarWinds Channel End User Terms:
Reseller represents and warrants that Reseller shall either: i) cause the End User to agree to be bound by all terms and conditions of the End User Agreement located at
https://www.solarwinds.com/legal/eula or https://www.solarwinds.com/legal/software-services-agreement (for SaaS products) to the extent consistent with U.S. Federal
law, or ii) if Reseller is contracting with a higher tier subcontractor or prime contractor in support of a prime contract with End User, Reseller shall cause the higher tier
subcontractor and/or prime contractor to require the End User receiving the SolarWinds Software, Maintenance, upgrades, training, and support to agree to all terms and
conditions in the End User Agreement.
Should the end customer elect to renew their subscription licenses as set forth in this Order for the additional multi-year option years presented, the cost to renew the
subscription license(s) for such option periods, immediately following completion of the initial term set forth in this Order, shall be at the pricing set forth above.
Notwithstanding anything set forth herein to the contrary, no early termination fee found in separate SolarWinds terms shall apply.
If a public sector customer cancels or terminates its corresponding Order or SOW with SHI, SHI's higher tier partner, or a reseller, as applicable, then SHI will have the right to
cancel the related Order or SOW with Carahsoft in the same manner as the cancellation or termination is presented by the Customer. In such cancellation event, SHI will notify
Carahsoft as soon as reasonably possible on the specific details of the Order or SOW cancellation
Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract

Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 26-1066, **Version:** 2

Broken Arrow Municipal Authority
Meeting of: 07-14-2026

Title:

Approval of and authorization to execute the purchase of two sets of power-operated telescoping bleachers from OMNIA Partners Cooperative Contract and declare two sets of old bleachers as surplus and authorize their disposal

Background:

The Parks and Recreation Department requests approval to purchase two (2) sets of power operated telescoping bleachers from Performance Surfaces through OMNIA Partners Cooperative Contract No. R240106. The proposed equipment consists of two power-operated telescoping bleacher systems located in Gym Two at the Central Park Community Center.

Performance Surfaces, LLC, the authorized provider of Irwin Telescopic Seating and the previous installer of the facilities bleachers in Gym One, submitted the Omni Partners Cooperative Contract Quote. The quote includes the dismantling and removal of the existing bleachers, as well as all associated recycling and disposal costs.

The existing bleachers have reached the end of their useful life and are in poor condition. Due to their age and deteriorating condition, the dismantling process will result in substantial damage, rendering the bleachers unsuitable for further use or resale and leaving them with little to no salvage value.

The total cost for the purchase of the two complete bleacher systems, including dismantling and removal of the existing bleachers, is $67,400.00 utilizing OMNIA Partners Cooperative Contract No. 16154, which satisfies competitive purchasing requirements and provides cooperative purchasing pricing benefits to the City. Funds are available within the approved Sales Tax Capital Improvement Fund 330 budget for this purchase.

Cost: $67,400.00

Funding Source: 3306000-570040 Project 2260090

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Performance Surfaces Quotation

Recommendation:

Approve and authorize execution of the purchase of two sets of power-operated telescoping bleachers from OMNIA Partners Cooperative Contract and declare two sets of old bleachers as surplus and authorize their disposal.

821 W Wilshire Blvd
Oklahoma City, OK 73116

Home Office: 405.463.0505
Fax : 405.607.4014
www.performancesurfaces.com

QSK8CA7005SY Rev# 4

Estimate: Broken Arrow Community Center bleachers-budget

Quote: OMNIA Partners Contract #R240106 Telescopic Seating

Customer Name:	**Broken Arrow Parks and Recreation**	**Ship To:**	**Broken Arrow Parks and Recreation**
Address:		**Address:**	
City, State, Zip	**Broken Arrow OK**	**City, State, Zip**	**Broken Arrow OK**
Phone:	**(918) 259-6551**	**Phone:**	**(918) 259-6551**
Fax:	**() -**	**Fax:**	**() -**
Primary Contact:	**Matthew Her**	**Primary Contact:**	**Matthew Her**

Quote #:	Date:	Salesman:	FOB:	Manufacturer:	Terms:	Quote Valid For :
QSK8CA7005SY	7/7/2026	Jim Holmes	Factory	Irwin Telescopic Seating	30 Days from Invoice Date	30 Days from Quote Date

Item	Name Family	Type Description	Model	Color	Qty	Price	Extended Price
1	Telescoping Bleachers	Telescopic	Bleacher		1	$44,318.43	$44,319.00

Irwin
IRWIN Telescopic Seating-OMNIA CONTRACT PRICING-BA Community Ctr, 1500 S Main, BA, 74012
Two (2) Telescopic Bleacher Groups, each group described as follows:
35'-6" plus self storing end rails, wall attached, 5 seating rows, 10" row rise, 26" row spacing, 5/8" clear coat decking, 107 Infinity (10" d X 18" w) seat modules, (2) recoverable WC spaces, (1) aisle with intermediate steps and aisle rails, 120 VAC, Single Phase IDS Power System
ELECTRICAL POWER SOURCE, SUPPLY, SERVICE AND FINAL HOOK-UP to Irwin's motors, is by Owner/Others & not included in quote
INSTALLATION includes removal of two existing bleachers and installing two new bleachers

		Sub-Total:	**$44,319.00**
Tax Rate	**0.000%**	**Tax Amount:**	**$0.00**
		Shipping and Handling:	**$3,125.00**
		Total Material Only:	**$47,444.00**
		Installation:	**$19,956.00**
		Total Price:	**$67,400.00**

TERMS: **Material 30 days net. Labor 90% monthly estimate, balance upon completion. Sales and Use Taxes Not Included, unless specifically stated above. All orders, contracts and deliveries subject to credit approval. Quotation is made for acceptance within 30 days of date of quotation and subject to price changes caused by government regualtions, or other causes beyond our control. Deliveries are contingent on strike accidents, delays of common carriers, or other causes beyond our control. All deliveries date from date of complete and accurate data from factory. Claims for damages or shortages must be noted on delivery papers or freight bill. 1 1/2% per month to be charged on past due amounts.**

Accepted by:_____ **Date:**_____

7/7/2026

City of Broken Arrow

Request for Action

File #: 26-1022, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to renew our subscription to KnowBe4 cyber security PhishER and Security Awareness Training

Background:
The IT Department has been using KnowBe4, two cyber security tools to educate and strengthen the City's response to phishing attacks.

The PhishER subscription allows the testing of City employees monthly and provides statistics scoring the strength of all employees. KnowBe4's Security Awareness Training provides online training and tutorials to keep City employees educated and aware of what to look out for when it comes to cyber security.

KnowBe4 PhishER Subscription $7027.02

KnowBe4 Security Awareness Training Subscription $22,702.68

Total: $29,729.70

KnowBe4 is a unique provider of cyber security awareness and education and in meeting these specific needs is considered a single source provider.

Cost: $29,729.70

Funding Source: IT Maintenance budget

Requested By: Scott Carr, Director of Information Technology

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approve and authorize the renewal or our subscription to KnowBe4 cyber security PhishER and Security Awareness Training

KnowBe4
33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date	6/15/2026 4:30 PM
Expiration Date	7/15/2026
Quote Number	Q-1609490
Payment Terms	Net 30

Prepared By	Jon Baker
Email	jbaker@knowbe4.com

Contact Name	Phil Morris
Contact Phone	9182515311
Contact Email	pmorris@brokenarrowok.gov

Bill to Name
City of Broken Arrow - OK
PO BOX 610
BROKEN ARROW, OK 74013-0610
UNITED STATES

Ship to Name
City of Broken Arrow - OK
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623
UNITED STATES

Description
Start Date
7/12/2026
End Date
7/11/2027

Notes

Total Term(Months) 12

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATD	KnowBe4 Security Awareness Training Subscription Diamond	1,001	USD 22.68	USD 22.68	USD 1.89	USD 22,702.68
PHISHER	KnowBe4 PhishER Subscription	1,001	USD 7.02	USD 7.02	USD 0.59	USD 7,027.02

Grand Total USD 29,729.70

Signature
Name
Title
Date
Terms & Conditions
By accepting this Quote, you confirm that you possess the necessary authority to make this purchase on behalf of your organization and agree to remit payment within the specified terms. The Subscription Term commences upon our processing of this order, which occurs when we receive your signed Quote or accept a corresponding purchase order issued by Customer. For renewals, if the Quote is signed before the expiration of your current Subscription Term, the renewal term will begin on the day after the current Subscription Term expires. Unless included on the invoice, Customer is responsible for any applicable sales and use tax. KnowBe4's Terms of Service (KnowBe4.com/Legal) and Product Privacy Policy (KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing. Any capitalized but undefined terms herein shall have the meanings proscribed to them in the KnowBe4 Terms of Service. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN WILL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND, SPECIFICALLY, THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

City of Broken Arrow

Request for Action

File #: 26-1029, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization for the annual subscription payment to FUSUS Real Time Crime Center Software

Background:
On 12-03-24, the City Council approved a five-year agreement between the police department and Axon Enterprises, Inc. for their Real Time Crime Center Software known as FUSUS. The agreement specifies the total contract value to be $813,738.83. Approximately $750,000.00 of the contract total is annual subscription costs billed annually over the contract period. The remaining balance is the purchase of hardware required to run the system.

The cost will be credited from the Axon Ecosystem invoice in September/October and billed on a single ecosystem invoice in future fiscal years.

Cost: $156,000.04

Funding Source: Public Safety Sales Tax

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: FY27 Invoice

Recommendation:
Approve and authorize annual subscription payment for FUSUS Real Time Crime Center Software

Your Feedback Matters

Invoice

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-800-978-2737
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

Invoice ID	INUS457703
Invoice Account	110078
Date	01-Jul-26
Payment Term	Net 30 days
PO/DO #	
Quote #	Q-605398,
Sales Order #	
Terms of Delivery	FCA
Customer Reference	Q-605398,

BILL TO
City of Broken Arrow Police Dept. - OK
PO Box 610
Broken Arrow, OK 74013-0610
USA

SHIP TO
City of Broken Arrow Police Dept. - OK
1700 W Detroit St
Broken Arrow, OK 74012-3623
USA

Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %	Amount
1	M00018	BUNDLE - FUSUS ENTERPRISE	1.00	19.20122%	156,000.04
				Bundled Line Subtotal	**156,000.04**

Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
						Item Line Subtotal		**0.00**

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)	For Wire Transfers	For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 122100024 Reference No INUS457703	Beneficiary Axon Enterprise, Inc. Account Number 634912729 Bank Routing No 021000021 SWIFT Code CHASUS33 Reference No INUS457703	Axon Enterprise, Inc. PO BOX 29661 DEPARTMENT 2018 PHOENIX, AZ 85038-9661 Reference No INUS457703	Axon Enterprise, Inc. JPMorgan Chase (AZ1-2170) Attn: Axon Enterprises 29661-2018 2108 E Elliot Rd, Tempe, AZ 85283 Reference No INUS457703

Credit/Debit Card (MyAxon)	Have Questions?
If you have a MyAxon account and would like to pay via credit/debit card, use the QR code or visit https://my.axon.com/pay-invoice. Credit/Debit card payments are limited to invoice balances of $100,000 USD or less.	If you have any questions call 1-800-978-2737 or email arinquiries@axon.com.

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Note: Customers who receive mailed invoices may not currently have access to MyAxon, or to the specific order that payment is due for. Users need elevated permissions to view/pay invoices for orders that were placed by other users

Invoice

Customer Account	City of Broken Arrow Police Dept. - OK	Invoice ID	INUS457703
Invoice Account	110078	Date	01-Jul-26
Quote #	Q-605398,	Page	2 of 4

Sales Amount	156,000.04
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	156,000.04
Credit Amount(s) Applied	0.00
Amount Received	0.00

Payment Due **31-Jul-26** **BALANCE DUE** **USD** **156,000.04**

Invoice

Customer Account	City of Broken Arrow Police Dept. - OK	Invoice ID	INUS457703
Invoice Account	110078	Date	01-Jul-26
Quote #	Q-605398,	Page	3 of 4

***Tax Note**

Invoice

Customer Account	City of Broken Arrow Police Dept. - OK	Invoice ID	INUS457703
Invoice Account	110078	Date	01-Jul-26
Quote #	Q-605398,	Page	4 of 4

Ship-to-address Legend*

1	City of Broken Arrow Police Dept. - OK 1700 W Detroit St Broken Arrow, OK 74012-3623 USA

City of Broken Arrow

Request for Action

File #: 26-1030, **Version:** 1

Broken Arrow City Council
Meeting of: 07/15/2026

Title:
Approval of and authorization to execute an engagement letter with Crawford & Associates for fiscal year 2027

Background:
Attached is an engagement letter with Crawford & Associates to be available if a situation arises that we need assistance with. Crawford & Associates have been involved with the city for many years, and they are a great resource. Payment is only due if we utilize their services

Cost: not to exceed $50,000

Funding Source: Budgeted in General Government Departments in General Fund and BAMA

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Crawford & Associates 2027 Engagement Letter

Recommendation:
Approve and authorize execution of a fiscal year 2027 engagement letter with Crawford & Associates

CRAWFORD & ASSOCIATES P.C.

July 1, 2026

Honorable Mayor and Members of the City Council
City of Broken Arrow
PO Box 610
Broken Arrow, OK 74013-0610

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Broken Arrow (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Broken Arrow management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Broken Arrow contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Broken Arrow are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- General Accounting and Advisory Assistance

Requested and Available Services

In conjunction with the requested and available services as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President $275
- Shareholders $190
- Senior Managers $170
- Managers $150
- Senior Professional Staff $130
- Professional Staff $90
- Clerical Staff $60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request.

The term of this engagement is a period from July 1, 2026 through June 30, 2027. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Broken Arrow.

Respectfully submitted and agreed to by,

Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Broken Arrow:

By: _____

Title: _____

Date: _____

City of Broken Arrow

Request for Action

File #: 26-1063, **Version:** 1

Broken Arrow City Council
07-14-2026

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

Approval of PT-002609-2025|PR-000831-2025, Conditional Final Plat Aequitas, 5.86 acres, 2 lots, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain) via BAZ-002280-2025 and PUD-002281-2025, located just south of West Tucson Street (121st Street South) and one-third mile west of South Elm Place (161st East Avenue)

Background:

Applicant: Purvi Patel and Mark Capron, Wallace Design Collective
Owner: Aequitas Holdings
Developer: Brian Cherry, Myers-Cherry Construction
Engineer: Nicole Watts and Mitchell Mueller, Wallace Design Collective
Location: Located just south of West Tucson Street (121st Street South) and one-third mile west of South Elm Place (161st East Avenue)
Size of Tract Approximately 5.86 acres
Number of Lots: 2 lots and 3 reserve areas
Zoning: A-1 (Agricultural)
Comp Plan: CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain) via BAZ-002280-2025 and PUD-002281-2025

PT-002609-2025, conditional final plat for Aequitas, contains 2 lots and 2 reserve areas on 5.86 acres. This property is generally located just south of West Tucson Street (121st Street South) and one-third mile west of South Elm Place (161st East Avenue). The property is currently unplatted.

BAZ-002280-2025 and PUD-002281-2025 was a request to rezone the property from A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain). The rezoning and planned unit development requests were heard by Planning Commission on July 24, 2025 where it was recommended for approval. BAZ-002280-2025 and PUD-002281-2025 was approved by City Council on July 30, 2025, subject to platting. PT-002609-2025, preliminary plat for Aequitas, was approved at the January 22, 2026 meeting of the Broken Arrow Planning Commission.

PT-002609-2025 was recommended for approval on the consent agenda of the May 28, 2026 meeting of the Broken Arrow Planning Commission.
This development will have access via West Tucson Street (121st Street South). While PUD-002281-2025 does

not have a minimum lot frontage requirement, the final plat will need to show an access easement from Tucson Street to Lot 2.

According to FEMA's National Flood Hazard Layer, sections of the property are located within the 100-year floodplain. These areas are planned to be dedicated as Overland Drainage Easements or Reserve Areas. All developments will follow City of Broken Arrow, FEMA, and US-ACE regulations.

Attachments: Aequitas Conditional Final Plat with Comments

Recommendation:
Approve PT-002609-2025|PR-000831-2025, conditional final plat for Aequitas, subject to the attached comments per staff and planning commission recommendation.

Click here to enter text.

CONDITIONAL FINAL PLAT

AEQUITAS HOLDINGS

PUD-02281-2025

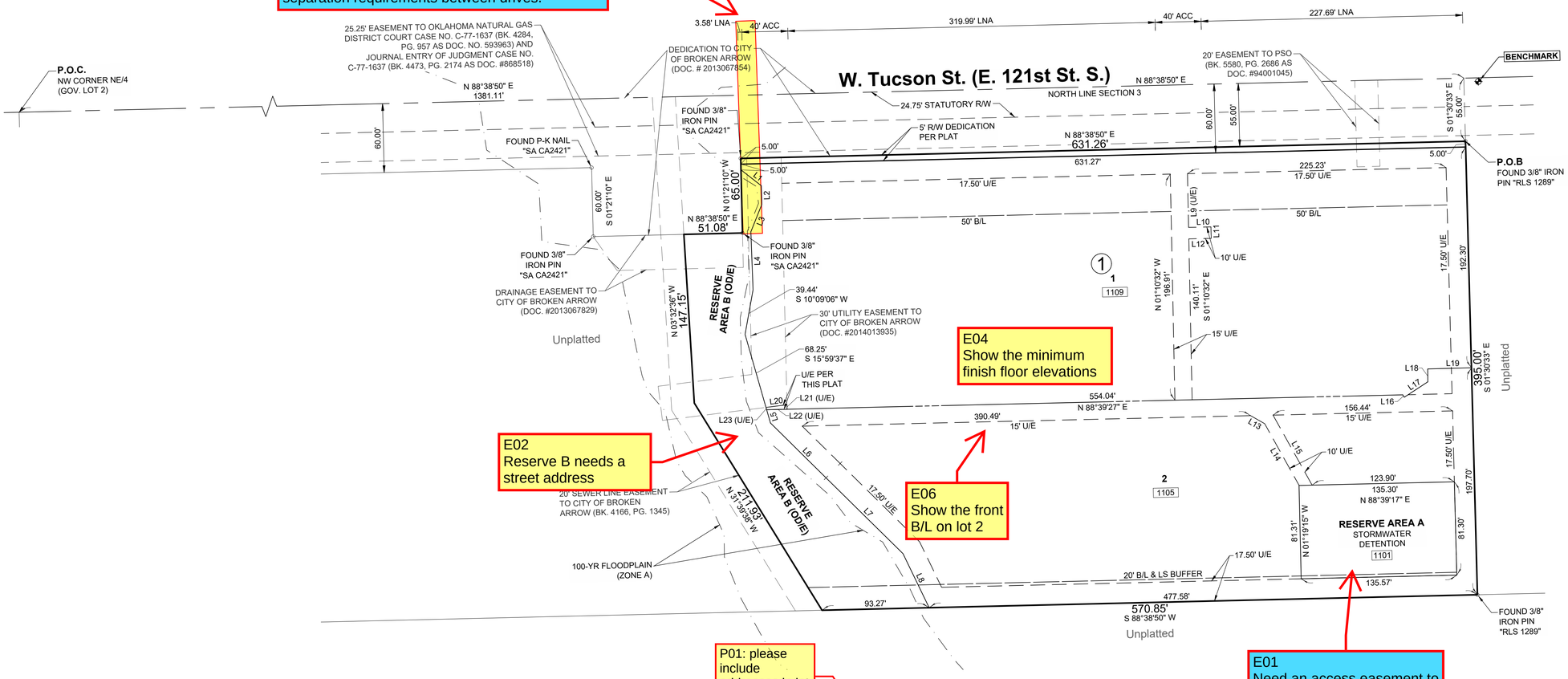
PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

OWNER:
Aequitas Holdings LLC
824 West Jasper Street
Broken Arrow, Oklahoma, 74011
DAVID MYERS
dmyers@myers-cherry.com
BRIAN CHERRY
bcherry@myers-cherry.com

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, P.E.
nicole.watts@wallace.design

SURVEYOR:
Wallace Design Collective, PC
123 North Martin Luther King Jr Blvd.
Tulsa, Oklahoma, 74103
Phone: (918) 584-5858
OK CA NO.1460, EXPIRES 6/30/2027
R. WESLEY BENNETT, PLS 1562
wes.bennett@wallace.design

E05
The west access point is within the limits of the floodplain and may require significant fill to make it usable to access the site.
Recommend moving it to the East to the minimum separation requirements between drives.



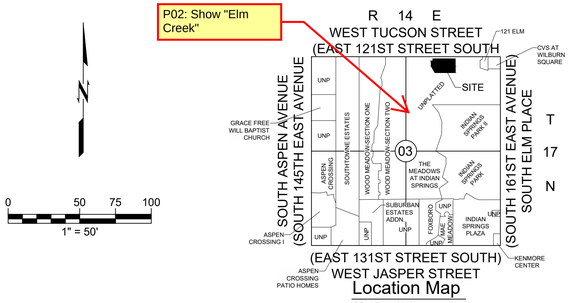
E04
Show the minimum finish floor elevations

E02
Reserve B needs a street address

E06
Show the front B/L on lot 2

E01
Need an access easement to the reserve from the street

P01: please include addresses in lot table.



LEGEND

B/L	=	BUILDING SETBACK
ACC	=	ACCESS
LNA	=	LIMITS OF NO ACCESS
R/W	=	RIGHT-OF-WAY
LS	=	LANDSCAPE
OD/E	=	OVERLAND DRAINAGE EASEMENT
U/E	=	UTILITY EASEMENT
ESMT.	=	EASEMENT
BK./PG.	=	BOOK/PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
XXXX		ADDRESS
(1)		BLOCK NUMBER
2		LOT NUMBER
○		IRON PIN FOUND

SUBDIVISION STATISTICS
SUBDIVISION CONTAINS TWO (2) LOTS IN ONE (1) BLOCK AND TWO (2) RESERVE AREAS.
SUBDIVISION CONTAINS 255,192 SF (5.86 ACRES)
R/W DEDICATED BY PLAT CONTAINS 3,156 SF (0.07 ACRES)

PROPERTY ZONED: PUD-02281-2025 (CH/IL/RM)

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 EXTERIOR CORNERS.

BENCHMARK
MAG NAIL IN ASPHALT
NORTHING=367136.694
EASTING=2618820.409
ELEV=658.47
NAVD 1988 DATUM

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY ON THE NORTH LINE OF THE NORTH QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN AS S88°38'50"W.

ADDRESS NOTE
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 40143CO456M, WITH A REVISION DATE OF SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONES (A) WHICH IS CLASSIFIED AS AREAS OF 100-YEAR FLOOD AND (X) WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

SURVEYOR'S LAST SITE VISIT:
NOVEMBER 6, 2025

LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	22.48'	N 51°59'05" W	L13	14.12'	S 60°12'05" E
L2	16.22'	S 01°30'31" E	L14	61.58'	S 29°10'32" E
L3	25.73'	S 21°50'55" W	L15	69.83'	N 29°10'32" W
L4	50.55'	N 02°10'14" W	L16	2.49'	S 33°09'32" E
L5	12.03'	S 15°59'37" E	L17	24.50'	N 56°45'27" E
L6	67.97'	S 45°24'56" E	L18	11.22'	N 00°40'20" W
L7	94.10'	S 45°24'56" E	L19	38.12'	N 88°29'27" E
L8	52.24'	S 25°47'57" E	L20	18.42'	N 82°49'52" E
L9	46.80'	S 01°10'32" E	L21	3.91'	S 01°21'11" E
L10	19.46'	N 88°34'36" E	L22	17.80'	S 88°39'27" W
L11	10.00'	S 01°25'24" E	L23	2.11'	N 15°59'37" W
L12	19.51'	S 88°34'36" W			

LOT AREA TABLE (BLOCK 1)		
LOT #	AREA (SF)	(ACRE)
1	132,652	3.05
2	84,912	1.95

RESERVE AREA TABLE		
RESERVE	AREA (SF)	(ACRE)
A	11,011	0.25
B	23,461	0.54

***BLANKET EASEMENT NOTE: (EXCEPTION 10)**
ASSIGNMENT OF OIL AND GAS LEASE IN FAVOR OF S.P. HAZEN AND JAMES R. HALL, DATED JANUARY 30,1925. FILED FEBRUARY 6,1925 AS DOCUMENT NO. 278131, AND RECORDED IN BOOK 546, PAGE 258 IN THE OFFICE OF THE TULSA COUNTY CLERK.

STORMWATER DETENTION ACCOMMODATIONS FOR THIS SITE ARE IN ACCORDANCE WITH FEE-IN-LIEU DETENTION DETERMINATION DD-101524-61.

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.

E03
Supply from the corporation commission a letter identifying the location of any active or plugged wells on the parcel.

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

_____
Mayor

_____
Attest: City Clerk

P03: Include CFP case number, PT-002482-2026

DATE: 4/27/2026
AEQUITAS HOLDINGS
PUD-02281-2025
CONDITIONAL FINAL PLAT
SHEET 1 OF 3

\\civil-server\projects\24404\18 Aequitas Development - BA\04 Production\04 Plat\24404\18 Final Plat.dwg PLOT:4/27/26 ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT

AEQUITAS HOLDINGS

PUD-002281-2025

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

AEQUITAS HOLDINGS LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER", IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION; THENCE N88°38'50"E ALONG SAID SECTION FOR A DISTANCE OF 1381.11 FEET; THENCE S01°30'33"E FOR A DISTANCE OF 55.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A SPECIAL WARRANTY DEED TO CITY OF BROKEN ARROW, RECORDED AS DOCUMENT #2024068973, ACCORDING TO TULSA COUNTY LAND RECORDS THEREOF AND THE **POINT OF BEGINNING** (P.O.B.); THENCE CONTINUING S01°30'33"E FOR A DISTANCE OF 395.00 FEET; THENCE S88°38'50"W FOR A DISTANCE OF 570.85 FEET TO A POINT ON THE EASTERN BOUNDARY OF AN EXISTING 20 FOOT SEWER EASEMENT TO THE CITY OF BROKEN ARROW, OKLAHOMA RECORDED IN BOOK 4166, PAGE 1345, ACCORDING TO TULSA COUNTY LAND RECORDS THEREOF; THENCE N31°39'38"W ALONG THE EASTERN BOUNDAY OF SAID EASEMENT FOR A DISTANCE OF 211.93 FEET; THENCE; N03°32'36"W FOR A DISTANCE OF 147.15 FEET; THENCE N88°38'50"E FOR A DISTANCE OF 51.08 FEET; THENCE N01°21'10"W FOR A DISTANCE OF 65.00 FEET; THENCE N88°38'50"E AND PARALLEL TO SAID SECTION FOR A DISTANCE OF 631.26 FEET TO THE **POINT OF BEGINNING** (P.O.B.). SAID TRACT CONTAINING 5.86 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE-DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO TWO (2) LOTS, ONE BLOCK, AND TWO (2) RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT"), AND HAS ENTITLED AND DESIGNATED THE SUBDIVISION AS "AEQUITAS", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "PLATTED AREA" OR "AEQUITAS HOLDINGS").

SECTION I. EASEMENTS AND UTILITIES

A. GENERAL UTILITY EASEMENTS

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC THE UTILITY EASEMENTS DESIGNATED AS "U/E" OR "UTILITY EASEMENT", FOR THE 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 THE LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, TULSA COUNTY, 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.

2. NO IMPROVEMENT, INCLUDING BUT NOT LIMITED TO FENCES OR RETAINING WALLS, SHALL BE CONSTRUCTED WITHIN ANY UTILITY EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF BROKEN ARROW. ANY SUCH IMPROVEMENTS SHALL BE MAINTAINED BY THE RESPECTIVE LOT OWNER IN ACCORDANCE WITH THE CITY OF BROKEN ARROW BUILDING CODE, AND EACH OWNER HEREBY GRANTS AN EASEMENT FOR LATERAL SUPPORT FOR SUCH RETAINING WALL TO EACH RESPECTIVE ADJACENT LOT OWNER.

3. THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE UTILITY EASEMENT (U/E) OVER THE EXISTING DRAINAGE EASEMENT FOR COMPLIANCE WITH CITY OF BROKEN ARROW DEVELOPMENT REGULATIONS AND IN ACCORDANCE WITH THE APPEARANCE STANDARDS OF THE CITY OF BROKEN ARROW ONLY.

B. UNDERGROUND SERVICE

1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED IN THE PERIMETER UTILITY EASEMENT AND IN THE PERIMETER RIGHT-OF-WAYS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS 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 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.

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 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 RESERVES THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CUT DOWN, TRIM, OR TREAT ANY TREES AND UNDERGROWTH ON SAID EASEMENT.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC FACILITIES LOCATED ON THE OWNER'S 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 LOT OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR THEIR 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 THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS IN THIS ADDITION.

1. 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.

2. 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, THEIR AGENTS OR CONTRACTORS.

3. 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.

4. ALL STORM SEWER OUTSIDE OF THE RIGHT OF WAY WILL BE CONSIDERED PRIVATE AND IDENTIFIED IN THE PLANS AS PRIVATE OF PUBLIC.

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 THE LOT AGREES TO BE BOUND HEREBY.

D. SURFACE DRAINAGE

EACH LOT DEPICTED ON THE PLAT OF AEQUITAS, 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. RESERVE AREAS "A" - STORMWATER DETENTION EASEMENT

1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC A PERPETUAL EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS RESERVE AREA "A" FOR THE PURPOSES OF PERMITTING THE FLOW, CONVEYANCE, RETENTION, DETENTION AND DISCHARGE OF STORMWATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES NOT INCLUDED WITHIN THE SUBDIVISION.

2. DETENTION, RETENTION AND OTHER DRAINAGE FACILITIES LOCATED WITHIN THE RESERVE SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE RESERVE NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID RESERVE UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OR PROPERTY OWNER'S ASSOCIATION TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION AND THE ASSOCIATION SHALL PROVIDE CUSTOMARY GROUNDS MAINTENANCE WITHIN THE RESERVE 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 RESERVE SHALL BE KEPT FREE OF DEBRIS.

   d. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

5. LANDSCAPING, APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, SHALL BE ALLOWED WITHIN THE RESERVE.

6. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE DETENTION, RETENTION, AND OTHER DRAINAGE FACILITIES OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN, OR THE ALTERATION OF GRADE WITHIN THE RESERVE, THE CITY OF TULSA, 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 ASSOCIATION. IN THE EVENT THE ASSOCIATION FAILS TO PAY THE COSTS 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 EACH LOT WITHIN THE SUBDIVISION, PROVIDED, THE LIEN AGAINST EACH LOT SHALL NOT EXCEED THAT LOT'S PRO RATA PORTION OF THE COSTS. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

F. RESERVE AREA "B" (OVERLAND DRAINAGE EASEMENT)

1. RESERVE AREA "B", DEPICTED ON THE ACCOMPANYING PLAT AS OVERLAND DRAINAGE EASEMENT, IS DEDICATED TO THE CITY OF BROKEN ARROW, OKLAHOMA, FOR THE PURPOSE OF PERMITTING THE FLOW, CONVEYANCE, AND DISCHARGE OF STORM WATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES OR OTHER IMPROVEMENTS CONSTRUCTED IN THE OVERLAND DRAINAGE EASEMENT SHALL BE 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 MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OF CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

4. MAINTENANCE OF THE OVERLAND DRAINAGE EASEMENT SHALL BE BY THE OWNER THEREOF IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER SHOULD FAIL TO PROPERLY MAINTAIN THE EASEMENT AREAS AND FACILITIES LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN THE EASEMENT AREAS, OF THE ALTERATION OF THE GRADE OR CONTOUR THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENT AREAS AND PERFORM MAINTENANCE NECESSARY TO THE ACHIEVEMENT OF THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE OR CONTOUR, AND THE COST THEREOF SHALL BE PAID BY THE OWNER THEREOF. 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 LOTS 1 AND 2, BLOCK 1, WHICH LIEN MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

G. LIMITS OF NO ACCESS

THE OWNER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO WEST TUCSON STREET (EAST 121ST STREET SOUTH) WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (LNA) 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.

H. 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 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, TULSA COUNTY, OKLAHOMA OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

I. CROSS ACCESS EASEMENT

MUTUAL ACCESS EASEMENTS ARE HEREBY ESTABLISHED FOR THE PURPOSES OF PERMITTING VEHICULAR AND PEDESTRIAN ACCESS TO AND FROM ALL STREETS AND AREAS ADJACENT TO AND CONTAINED WITHIN THE SUBDIVISION ON PRIVATE DRIVES AND SIDEWALKS, SUCH EASEMENTS SHALL BE FOR THE MUTUAL USE AND BENEFIT OF EACH AFFECTED LOT OWNER, THEIR GUESTS, AND INVITEES, AND SHALL BE APPURTENANT TO EACH AFFECTED LOT OWNER, PROVIDED GOVERNMENTAL AGENCIES AND THE SUPPLIERS OF UTILITY SERVICES SHALL HAVE THE REASONABLE USE OF SUCH EASEMENTS INCIDENTAL TO THE PROVISION OF SERVICES TO THE LOTS WITHIN THE SUBDIVISION.

E07
Cross access easements need to be defined and shown on the plat or revise the language to grant access to and from the lots as a blanket easement.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS (PUD-002281-2025)

WHEREAS, AEQUITAS WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD-002281-2025) AS PROVIDED WITHIN SECTIONS 6.4 ET SEQ. OF THE CITY OF BROKEN ARROW ZONING CODE, AS THE SAME EXISTED ON AUGUST 4, 2025, WHICH P.U.D. NO. 002281-25 WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION ON JULY 24, 2025 AND BY THE BROKEN ARROW CITY COUNCIL ON AUGUST 4, 2025; 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 THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT; AND

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

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

DEVELOPMENT STANDARDS:

A. DEVELOPMENT AREA "A"

NET LAND AREA: 3.51 ACRES

UNDERLAYING ZONING: UNLESS OTHERWISE SPECIFIED, THE CH DISTRICT STANDARDS AND REGULATIONS SHALL APPLY. PERMITTED USES:

- O GOVERNMENT ADMINISTRATION & CIVIC BUILDINGS
- O PLACES OF ASSEMBLY
- O PUBLIC SAFETY FACILITY
- O ART GALLERY OR MUSEUM, PUBLIC
- O LIBRARY, PUBLIC
- O MEDICAL OFFICE OR CLINIC
- O BROADCASTING OR RECORDING STUDIO (NO TOWER)
- O VETERINARY CLINIC/ANIMAL HOSPITAL
- O FINANCIAL INSTITUTION, WITHOUT DRIVE-THRU
- O CATERING SERVICE
- O MICRO FOOD OR BEVERAGE PRODUCTION
- O OFFICE, BUSINESS OR PROFESSIONAL
- O RESEARCH LABORATORY
- O ART GALLERY OR MUSEUM, PRIVATE
- O FITNESS & RECREATIONAL SPORTS CENTER
- O GENERAL INDOOR RECREATION
- O DRY CLEANING & LAUNDRY SERVICE
- O GENERAL PERSONAL SERVICES
- O INSTRUCTIONAL SERVICES
- O RETAIL, GENERAL
- O OFFICE WAREHOUSE
- O STORAGE YARD
- O WAREHOUSE
- O WHOLESALE ESTABLISHMENT

LOT AREA: NONE

PUD MINIMUM FRONTAGE ALONG WEST TUCSON STREET: 100 FEET
NOTE: THIS IS THE PUD MINIMUM FRONTAGE. INDIVIDUAL LOTS WITH THE DEVELOPMENT DO NOT HAVE A MINIMUM LOT FRONTAGE.

MAXIMUM BUILDING COVERAGE: NONE

MAXIMUM BUILDING HEIGHT: 4 STORIES OR 50 FEET FOR BUILDINGS NOT ABUTTING RESIDENTIAL USES.

2 STORIES OR 35 FEET FOR BUILDINGS ABUTTING RESIDENTIAL USES.

MINIMUM YARD SETBACKS:

OTHER THAN THE SETBACK LISTED BELOW, THERE SHALL BE NO INTERNAL SETBACKS WITHIN THE DEVELOPMENT, OTHER THAN THOSE REQUIRED TO MEET BUILDING AND FIRE CODE.

FROM WEST TUCSON STREET:50 FEET (FROM WEST TUCSON STREET)

SOUTHERN BOUNDARY OF DEVELOPMENT AREA A: 0 FEET

EASTERN BOUNDARY OF DEVELOPMENT AREA A: 15 FEET

WESTERN BOUNDARY OF DEVELOPMENT AREA A: 0 FEET

OFF-STREET PARKING:

AS REQUIRED FOR THE APPLICABLE USE TYPE AS SET FORTH WITHIN THE CITY OF BROKEN ARROW CODE.

CROSS PARKING WILL BE ALLOWED WITHIN DEVELOPMENT AREA A AND B.

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE CH DISTRICT

EXTERIOR MATERIALS:

ALL STRUCTURES ALONG WEST TUCSON SHALL HAVE VERTICAL EXTERIORS THAT ARE FACING THE ARTERIAL STREET CONSTRUCTED OF BUT NOT LIMITED TO: MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR ARCHITECTURAL METAL. EIFS, HOWEVER, SHALL NOT BE USED AS THE PRIMARY EXTERIOR BUILDING MATERIAL.

ALL OTHER STRUCTURE SHALL BE CONSTRUCTED OF MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR ARCHITECTURAL METAL.

SCREENING:

OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM ALL PROPERTY LINES AND ADJACENT RIGHTS-OF-WAY BY AN OPAQUE FENCE OR WALL BETWEEN SIX FEET AND EIGHT FEET IN HEIGHT THAT INCORPORATES AT LEAST ONE OF THE PREDOMINANT MATERIALS AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.

SIGNAGE:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW CODE.

LOTS WITHIN THIS PUD THAT DO NOT HAVE FRONTAGE ALONG WEST TUCSON SHALL BE PERMITTED AN OFF-PREMISE SIGN ALONG WEST TUCSON WITHIN DEVELOPMENT AREA A FRONTAGE. THIS SIGN SHALL NOT EXCEED 100 SQUARE FEET.

A MAXIMUM OF 5 SIGNS SHALL BE PERMITTED ALONG THE WEST TUCSON FRONTAGE OF THE PUD.

LANDSCAPE BUFFER:THERE SHALL BE NO LANDSCAPE BUFFERS REQUIRED WITHIN DEVELOPMENT AREA A.

\\civil-server\projects\2440418 Aequitas Development - BA\04 Production\04 Plat\2440418 DOD.dwg PLOT:4/27/26 ORIG SIZE:24"X36"

CONDITIONAL FINAL PLAT

AEQUITAS HOLDINGS

PUD-02281-2025

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

B. DEVELOPMENT AREA "B"

NET LAND AREA: 4.74 ACRES

UNDERLAYING ZONING: UNLESS OTHERWISE SPECIFIED, THE IL DISTRICT STANDARDS AND REGULATIONS SHALL APPLY.

PERMITTED USES:

- O GOVERNMENT ADMINISTRATION & CIVIC BUILDINGS
- O PLACES OF ASSEMBLY
- O PUBLIC SAFETY FACILITY
- O ART GALLERY OR MUSEUM, PUBLIC
- O LIBRARY, PUBLIC
- O MEDICAL OFFICE OR CLINIC
- O BROADCASTING OR RECORDING STUDIO (NO TOWER)
- O VETERINARY CLINIC/ANIMAL HOSPITAL
- O FINANCIAL INSTITUTION, WITHOUT DRIVE-THRU
- O CATERING SERVICE
- O MICRO FOOD OR BEVERAGE PRODUCTION
- O OFFICE, BUSINESS OR PROFESSIONAL
- O RESEARCH LABORATORY
- O ART GALLERY OR MUSEUM, PRIVATE
- O FITNESS & RECREATIONAL SPORTS CENTER
- O GENERAL INDOOR RECREATION
- O DRY CLEANING & LAUNDRY SERVICE
- O GENERAL PERSONAL SERVICES
- O INSTRUCTIONAL SERVICES
- O RETAIL, GENERAL
- O MINI-STORAGE
- O OFFICE WAREHOUSE
- O STORAGE YARD
- O WAREHOUSE
- O WHOLESALE ESTABLISHMENT
- O "EXECUTIVE GARAGE/STORAGE" MINI-STORAGE - THIS USE WILL BE RESTRICTED TO LUXURY GARAGE UNITS/STORAGE WITH POTENTIAL LOFT SPACE BUT RESTRICTIONS TO OVERNIGHT STAYS IN THE SPACE. THESE UNITS MAY BE AVAILABLE FOR RENT OR PURCHASE AND WILL INCLUDE OPTIONS FOR TEMPERATURE CONTROLS AND UTILITIES, SUCH AS WATER, SEWER, GAS, ELECTRICITY, CABLE & INTERNET. SEE EXHIBIT A CONCEPT IMAGES OF THIS USE UNIT.

P04: please specify that Exhibit A is from PUD-002281-2025

LOT AREA: NONE

PUD MINIMUM FRONTAGE ALONG WEST TUCSON STREET: 100 FEET

NOTE: THIS IS THE PUD MINIMUM FRONTAGE. INDIVIDUAL LOTS WITH THE DEVELOPMENT DO NOT HAVE A MINIMUM LOT FRONTAGE.

MAXIMUM BUILDING COVERAGE: NONE

MAXIMUM NUMBER SQUARE FOOTAGE:

- O "EXECUTIVE GARAGE/STORAGE" MINI-STORAGE: MAXIMUM OF 32,000 SQUARE FEET.
- O NO MAXIMUM FOR ALL OTHER USES IN THIS DEVELOPMENT AREA.

MAXIMUM BUILDING HEIGHT:

- O 4 STORIES OR 50 FEET FOR BUILDINGS NOT ABUTTING RESIDENTIAL USES.
- O 2 STORIES OR 35 FEET FOR BUILDINGS ABUTTING RESIDENTIAL USES.

MINIMUM YARD SETBACKS:

OTHER THAN THE SETBACK LISTED BELOW, THERE SHALL BE NO INTERNAL SETBACKS WITHIN THE DEVELOPMENT OTHER THAN THOSE REQUIRED TO MEET BUILDING AND FIRE CODE.

FROM WEST TUCSON STREET: 20 FEET (FROM WEST TUCSON STREET)

SOUTHERN BOUNDARY OF DEVELOPMENT AREA A: 20 FEET

EASTERN BOUNDARY OF DEVELOPMENT AREA A: 15 FEET

WESTERN BOUNDARY OF DEVELOPMENT AREA A: 0 FEET

OFF-STREET PARKING:

AS REQUIRED FOR THE APPLICABLE USE TYPE AS SET FORTH WITHIN THE CITY OF BROKEN ARROW CODE.

CROSS PARKING WILL BE ALLOWED WITHIN DEVELOPMENT AREA A AND B.

THERE SHALL BE NO MINIMUM PARKING REQUIREMENT FOR THE "EXECUTIVE GARAGE/STORAGE" MINI-STORAGE USE.

OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN THE IL DISTRICT

EXTERIOR MATERIALS:

ALL STRUCTURES ALONG WEST TUCSON SHALL HAVE VERTICAL EXTERIORS THAT ARE FACING THE ARTERIAL STREET CONSTRUCTED OF BUT NOT LIMITED TO: MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR ARCHITECTURAL METAL. EIFS, HOWEVER, SHALL NOT BE USED AS THE PRIMARY EXTERIOR BUILDING MATERIAL.

ALL OTHER STRUCTURE SHALL BE CONSTRUCTED OF MASONRY, CONCRETE PANELS, GLASS BLOCK, GLASS CURTAIN WALLS, EXTERIOR INSULATED FINISHED SYSTEMS (EIFS), STUCCO, OR ARCHITECTURAL METAL.

SCREENING:

- O OUTDOOR STORAGE AREAS SHALL BE SCREENED FROM VIEW FROM ALL PROPERTY LINES AND ADJACENT RIGHTS-OF-WAY BY AN OPAQUE FENCE OR WALL BETWEEN SIX FEET AND EIGHT FEET IN HEIGHT THAT INCORPORATES AT LEAST ONE OF THE PREDOMINANT MATERIALS AND ONE OF THE PREDOMINANT COLORS USED IN THE PRIMARY STRUCTURE.
- O A BRICK OR OTHER MASONRY PERIMETER WALL OF NO LESS THAN SIX FEET IN HEIGHT SHALL BE PROVIDED ALONG THE SOUTHERN AND EASTERN BOUNDARY OF THE MINI-STORAGE FACILITY.

SIGNAGE:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW CODE.

LOTS WITHIN THIS PUD THAT DO NOT HAVE FRONTAGE ALONG WEST TUCSON SHALL BE PERMITTED AN OFF-PREMISE SIGN ALONG WEST TUCSON WITHIN DEVELOPMENT AREA A AND B FRONTAGES. THIS SIGN SHALL NOT EXCEED 100 SQUARE FEET.

A MAXIMUM OF 5 SIGNS SHALL BE PERMITTED ALONG THE WEST TUCSON FRONTAGE OF THE PUD.

LANDSCAPE BUFFER: A 20-FOOT LANDSCAPE BUFFER SHALL BE PROVIDED ALONG THE SOUTHERN BOUNDARY OF DEVELOPMENT AREA B.

C. DEVELOPMENT AREA "C"

NET LAND AREA: 3.47 ACRES

UNDERLAYING ZONING: UNLESS OTHERWISE SPECIFIED, THE RMF DISTRICT STANDARDS AND REGULATIONS SHALL APPLY.

PERMITTED USES:

- O DWELLING, DUPLEX - THIS USE WILL BE RESTRICTED TO ROW HOUSES/ TOWNHOMES FOR INDIVIDUALS AGED 55 YEARS AND OVER.
- O DWELLING, MULTI-FAMILY - THIS USE WILL BE RESTRICTED TO ROW HOUSES/TOWNHOMES FOR INDIVIDUALS AGED 55 YEARS AND OVER.

LOT AREA: NONE

PUD MINIMUM FRONTAGE ALONG WEST TUCSON STREET: 100 FEET

NOTE: THIS IS THE PUD MINIMUM FRONTAGE. INDIVIDUAL LOTS WITH THE DEVELOPMENT DO NOT HAVE A MINIMUM LOT FRONTAGE.

MAXIMUM BUILDING COVERAGE: NONE

MAXIMUM NUMBER OF UNITS:

O DWELLING, DUPLEX AND/OR MULTI-FAMILY: MAXIMUM OF 55 UNITS.

MAXIMUM BUILDING HEIGHT: 2 STORIES OR 35 FEET

MINIMUM YARD SETBACKS: OTHER THAN THE SETBACK LISTED BELOW, THERE SHALL BE NO INTERNAL SETBACKS WITHIN THE DEVELOPMENT, OTHER THAN THOSE REQUIRED TO MEET BUILDING AND FIRE CODE.
MECHANICAL EQUIPMENT AND SCREENING SHALL BE PERMITTED WITHIN THE SETBACKS LISTED BELOW.

FROM WEST TUCSON STREET: 20 FEET (FROM WEST TUCSON STREET)

SOUTHERN BOUNDARY OF DEVELOPMENT AREA B: 20 FEET

EASTERN BOUNDARY OF DEVELOPMENT AREA B: 0 FEET

WESTERN BOUNDARY OF DEVELOPMENT AREA B: 20 FEET

OFF-STREET PARKING:

AS REQUIRED FOR THE APPLICABLE USE TYPE AS SET FORTH WITHIN THE CITY OF BROKEN ARROW CODE FOR DWELLING USES.

OTHER BULK AND AREA REQUIREMENTS:

AS REQUIRED WITHIN THE R-M DISTRICT

EXTERIOR MATERIALS:

AT LEAST SIXTY PERCENT (60%) OF THE EXTERIOR OF THE BUILDING, EXCLUDING DOORS AND WINDOWS, SHALL BE CONSTRUCTED OF BUT NOT LIMITED TO MASONRY, CONCRETE PANELS, EXTERIOR INSULATED FINISHED SYSTEMS, AND/OR STUCCO. IN ADDITION, TWENTY PERCENT (20%) OF THE STREET FACING FACADE SHALL BE CONSTRUCTED OF NATURAL BRICK OR MASONRY ROCK.

SCREENING:

O AN OPAQUE FENCE OR WALL BETWEEN SIX FEET AND EIGHT FEET IN HEIGHT SHALL BE PROVIDED ALONG THE SOUTHERN AND WESTERN BOUNDARY OF DEVELOPMENT AREA C.

SIGNAGE: ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF THE CITY OF BROKEN ARROW CODE.

LOTS WITHIN THIS PUD THAT DO NOT HAVE FRONTAGE ALONG WEST TUCSON SHALL BE PERMITTED AN OFF-PREMISE SIGN ALONG WEST TUCSON WITHIN DEVELOPMENT AREA C FRONTAGE. THIS SIGN SHALL NOT EXCEED 100 SQUARE FEET.

A MAXIMUM OF 5 SIGNS SHALL BE PERMITTED ALONG THE WEST TUCSON FRONTAGE OF THE PUD.

LANDSCAPE BUFFER:

A 20-FOOT LANDSCAPE BUFFER SHALL BE PROVIDED ALONG THE WESTERN AND SOUTHERN BOUNDARY OF DEVELOPMENT AREA C.

ACCESS AND CIRCULATION:

THE SUBJECT PROPERTY HAS FRONTAGE ALONG WEST TUCSON STREET AND FOUR CURB CUTS ARE PROPOSED ALONG THE 1,191-FOOT FRONTAGE. THE EASTERN TWO CURB CUTS WILL SERVE DEVELOPMENT AREA A AND A PORTION OF DEVELOPMENT AREA B AND THE WESTERN TWO CURB CUTS WILL SERVE DEVELOPMENT AREAS B AND C. CROSS-ACCESS FROM THE PROPOSED CURB CUTS WILL BE PROVIDED WITHIN DEVELOPMENT AREA A AND A PORTION OF DEVELOPMENT AREA B; WHEREAS, DEVELOPMENT AREA B AND C SHALL HAVE AN EMERGENCY ACCESS CONNECTION BETWEEN THE PROPOSED TOWNHOMES AND "EXECUTIVE GARAGE/STORAGE" USES. THERE IS NO CROSS ACCESS BETWEEN THE DEVELOPMENT AREA ACROSS THE FLOODPLAIN THAT SEPARATES THE PROPERTY. LIMITS OF NO ACCESS (LNA) WILL BE PROVIDED ALONG WEST TUCSON STREET OUTSIDE OF THE PROPOSED ENTRANCES TO THE DEVELOPMENT.

ALL DEVELOPMENT AREAS WILL BE SERVED BY PRIVATE DRIVES THAT WILL MEET FIRE ACCESS REQUIREMENTS.

SIDEWALKS:

A SIDEWALK WILL BE CONSTRUCTED ALONG THE WEST TUCSON STREET FRONTAGE OF THIS PUD AND SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW SUBDIVISION REGULATIONS. SIDEWALKS SHALL BE PROVIDED INTERNALLY, AS SHOWN ON THE CONCEPTUAL SITE PLAN.

PRIVATE AMENITIES:

NOT LESS THAN 18% OF THE NET LAND AREA SHALL BE PRESERVED AS COMMON OPEN SPACE FOR THE ENJOYMENT OF THE RESIDENTS OF THIS DEVELOPMENT AREA B. THESE AREAS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE ONSITE STORMWATER DETENTION POND RESERVE AREAS AND LANDSCAPE BUFFER AREAS. ALL CITY OF BROKEN ARROW ENGINEERING STANDARDS SHALL BE MET FOR THE DETENTION POND RESERVE AREAS.

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. EASEMENTS, AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION I, IT SHALL BE LAWFUL FOR ANY PERSON OR PERSONS OWNING ANY LOT SITUATED WITHIN THE SUBDIVISION, OR THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSOR, 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 AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. EASEMENTS, AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.

D. SEVERABILITY

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

CERTIFICATE OF OWNERSHIP

IN WITNESS WHEREOF: AEQUITAS HOLDINGS LLC., BEING THE SOLE OWNER OF AEQUITAS HOLDINGS, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION, AND COVENANTS THIS____ DAY OF _____ 2026.

_____

BRIAN CHERRY, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026, BY _____, AS MANAGING MEMBER OF AEQUITAS HOLDINGS LLC.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER: _____

[SEAL]

CERTIFICATE OF SURVEY

I, R. WESLEY BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS AEQUITAS HOLDINGS, 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 LAND SURVEYING PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2026.

LICENSED PROFESSIONAL LAND SURVEYOR
R. WESLEY BENNETT
1562
OKLAHOMA

_____

R. WESLEY BENNETT, PLS
OK PLS 1562

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 2026, PERSONALLY APPEARED R. WESLEY BENNETT, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/11/2028

MY COMMISSION NUMBER: 00020202

[SEAL]

ELIZABETH FRANKLIN
Notary Public in and for the State of Oklahoma
Commission #00020202
Comm. Exp. 12/11/2028

ORIG SIZE:24"X36"
PLOT:4/27/26
\\civil-server\projects\2440418 Aequitas Development - BA\04 Production\04 Plat\2440418 DOD.dwg

City of Broken Arrow

Request for Action

File #: 26-1100, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of BAZ-002903-2026, Spicer rezoning, 6.2 acres, AG (Agricultural) to RS (Single-Family Residential), located approximately one-quarter mile north of East Kenosha Street (71st Street), one-quarter mile east of Oneta Road (241st E. Avenue)

Background:
BAZ-002903-2026 is a request to change the zoning designation on 6.2 acres from AG (Agricultural) to RS (Single-Family Residential). The property is located approximately one-quarter mile north of East Kenosha Street (71st Street) and one-quarter mile east of Oneta Road (241st E. Avenue).

The property owner is interested in splitting the approximately 6.2-acre parcel into two lots to allow for the development of a single-family home on the proposed new lot at the northeast portion of the overall site. Right-of-way has not previously been dedicated along S 245th E Avenue. Both a 30-foot-wide right-of-way and a 17.5 -foot-wide utility easement will be needed as part of the anticipated lot split process.

According to FEMA's National Flood Hazard Layer, portions of the property are located in the 100-year floodplain. Any future development shall abide by City of Broken Arrow, FEMA, and US-ACE requirements.

This item was reviewed and approved (5-0 vote) by the Planning Commission at their meeting held on July 9, 2026. No one spoke in favor of or in opposition to this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published PC Staff Report
Case Map
Aerial

Recommendation:
Approve BAZ-002903-2026 based on Staff and the Planning Commission recommendations.

City of Broken Arrow

Legislation Details (With Text)

File #:	26-1014	**Name:**	
Type:	Public Hearings	**Status:**	Agenda Ready
File created:	7/1/2026	**In control:**	Planning Commission
On agenda:	7/9/2026	**Final action:**	
Title:	Public hearing, consideration, and possible action regarding BAZ-002903-2026 (Rezoning), Spicer Rezoning, 6.2 acres, AG (Agricultural) to RS (Single-Family Residential), located approximately one-quarter mile north of East Kenosha Street (71st Street) and one-quarter mile east of Oneta Road (241st E Avenue)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	1. 2 - Case Map, 2. 3 - Aerial		

Date	Ver.	Action By	Action	Result
7/9/2026	1	Planning Commission		

Broken Arrow Planning Commission
07-09-2026

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

Public hearing, consideration, and possible action regarding BAZ-002903-2026 (Rezoning), Spicer Rezoning, 6.2 acres, AG (Agricultural) to RS (Single-Family Residential), located approximately one-quarter mile north of East Kenosha Street (71st Street) and one-quarter mile east of Oneta Road (241st E Avenue)

Background:

Applicant:	Todd Spicer
Owner:	Shutts, Terrance E. and Karen K. Family Trust
Developer:	N/A
Engineer:	N/A
Location:	Approximately one-quarter mile north of East Kenosha Street (71st Street) and one-quarter mile east of Oneta Road (241st E Avenue)
Size of Tract	6.2 acres
Number of Lots:	1
Present Zoning:	AG (Agricultural)
Proposed Zoning:	RS (Single-Family Residential)
Comp Plan:	Level 1 (Rural Residential)

BAZ-002903-2026 is a request to change the zoning designation on 6.2 acres from AG (Agricultural) to RS (Single-Family Residential). The property is located approximately one-quarter mile north of East Kenosha Street (71st Street) and one-quarter mile east of Oneta Road (241st E Avenue)

The property owner is interested in splitting the approximately 6.2-acre parcel into two lots to allow for the development of a single-family home on the proposed new lot at the northeast portion of the overallsite. Right-of-way has not previously been dedicated along S 245th E Avenue. Both a 30-foot-wide right-of-way and a 17.5 -foot-wide utility easement will be needed as part of the anticipated lot split process.

The property and surrounding areas parcels are zoned AG (Agriculture) which necessitate a frontage of at least 330 feet and a lot size of 5 acres. Due to the limitations of the current size of the parcel, no lot would be able to meet those requirements. Thus, a rezoning of the property from AG to RS is required to achieve the lot split requested by the applicant.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Comprehensive Plan	Zoning	Land Use
North	Level 1 - Rural Residential	AG	Single-Family Residential
East	Level 2 - Urban Residential	AG	Single-Family Residential
South	Level 1 - Rural Residential	AG	Undeveloped
West	Level 2 - Urban Residential	AG	Single-Family Residential

According to FEMA's National Flood Hazard Layer, portions of the property are located in the 100-year floodplain. Any future development shall abide by City of Broken Arrow, FEMA, and US-ACE requirements.

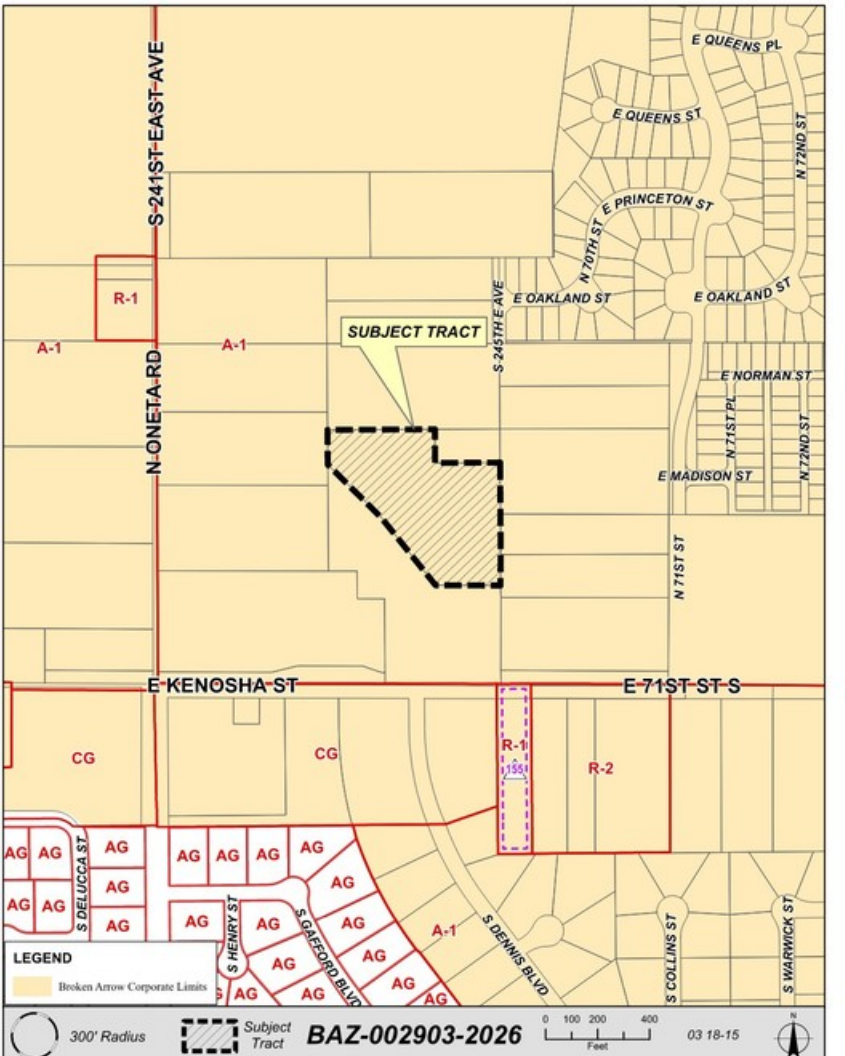
Attachments: Case Map
Aerial

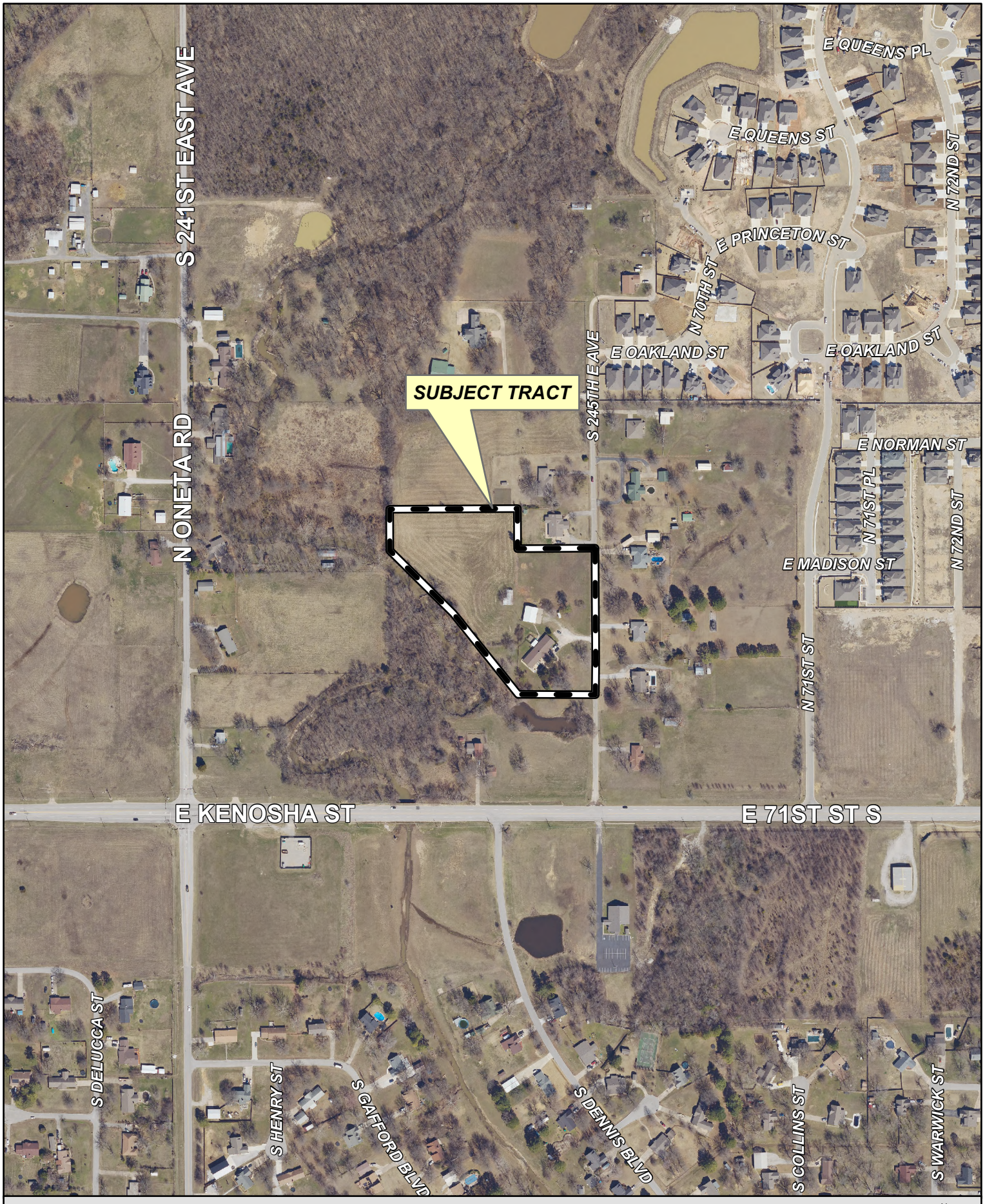
Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002903-2026 be approved.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


S 241ST EAST AVE
N ONETA RD
E QUEENS PL
E QUEENS ST
N 72ND ST
E PRINCETON ST
N 70TH ST
E OAKLAND ST
E OAKLAND ST
S 245TH E AVE
SUBJECT TRACT
R-1
A-1
A-1
E NORMAN ST
N 71ST PL
N 72ND ST
E MADISON ST
N 71ST ST
E KENOSHA ST
E 71ST ST S
CG
CG
R-1
155
R-2
AG
S DELUCCA ST
S HENRY ST
S GAFFORD BLVD
A-1
S DENNIS BLVD
S COLLINS ST
S WARWICK ST
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-002903-2026
0 100 200 400
Feet
03 18-15
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2025

Subject Tract

BAZ-002903-2026

0 100 200 400
Feet

03 18-15

N

City of Broken Arrow

Request for Action

File #: 26-1074, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Approval of Resolution No. 1759 ratifying and approving the City Attorney's execution and approval as to form of a Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement in Oakmont Hills, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number: CV-2026-647, concerning portions of sanitary sewer easements previously closed by Ordinance Nos. 3895 and 3896

Background:
On November 4, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3896 closing a portion of a sanitary sewer easement identified as Parcel A. Parcel A is more particularly described as follows:

Parcel A:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 4TH DAY OF MARCH, 1969, AND FILED OF RECORD MARCH 28, 1969, AT BOOK 3884, PAGE 133 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.40 FEET; THENCE SOUTH 88°34'11" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

On November 4, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted

Ordinance No. 3895 closing a portion of a sanitary sewer easement identified as Parcel B. Parcel B is more particularly described as follows:

Parcel B:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 15TH DAY OF MAY, 1992, AND FILED OF RECORD JUNE 8, 1992, AT BOOK 5410, PAGE 2307 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH 01°22'07" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.09 FEET; THENCE NORTH 7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH 0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH 89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 0° 16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH 7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 13,181 SQUARE FEET OR 0.303 ACRES.

On March 27, 2026, the current owner of the subject property filed suit to vacate the easements and foreclose the right to reopen the portions of the sanitary sewer easements described above. The City entered its appearance and filed an answer consenting to the vacation and foreclosure of the easement portions described above.

There is no necessity for reopening the above-described easement portions and the easement portions are no longer required for public purposes. Furthermore, no public convenience or necessity exists for the reopening of the easement portions and the foreclosure of the right to reopen the easement portions will not injuriously affect the rights of the owners of the property in the vicinity of the easement portions.

A hearing on Plaintiff's request to vacate and foreclose the right to reopen the easement portions was set before the Tulsa County District Court for the morning of June 29, 2026, prior to the next available meeting of the City Council. Due to the timing of the hearing occurring before the next available City Council meeting, the City Attorney executed and/or approved as to form the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement, consistent with the City's prior ordinances closing the easement portions and the City's Answer consenting to the requested relief. The Judgment and Decree Vacating and Foreclosing the Right to

Reopen Easement was entered by the Court on that same day, June 29, 2026.

Accordingly, Legal recommends approval of the Resolution ratifying and approving the City Attorney's execution and/or approval as to form of the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement and authorizing any further action necessary to effectuate the judgment and foreclosure of the right to reopen the easement portions.

Cost: $0

Funding Source: N/A

Requested By: Legal

Approved By: Legal

Attachments: Resolution No. 1759

Recommendation:
Approve Resolution No. 1759 ratifying and approving the City Attorney's execution and approval as to form of the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement.

RESOLUTION NO. 1759

A Resolution Ratifying and Approving the City Attorney's Execution and Approval as to form of a Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement in Oakmont Hills, LLC vs. City of Broken Arrow et al., Tulsa County District Court Case Number: CV-2026-647, concerning portions of sanitary sewer easements previously closed by Ordinance Nos. 3895 and 3896.

WHEREAS, on November 4, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3896 closing a portion of a sanitary sewer easement identified as Parcel A. Parcel A is more particularly described as follows:

Parcel A:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 4TH DAY OF MARCH, 1969, AND FILED OF RECORD MARCH 28, 1969, AT BOOK 3884, PAGE 133 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.40 FEET; THENCE SOUTH 88°34'11" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

WHEREAS, on November 4, 2025, pursuant to the provision of 11 O.S. § 42-110, the City of Broken Arrow adopted Ordinance No. 3895 closing a portion of a sanitary sewer easement identified as Parcel B. Parcel B is more particularly described as follows:

Parcel B:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 15TH DAY OF MAY, 1992, AND FILED OF

RECORD JUNE 8, 1992, AT BOOK 5410, PAGE 2307 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH 01°22'07" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.09 FEET; THENCE NORTH 7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH 0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH 89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 0°16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH 7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 13,181 SQUARE FEET OR 0.303 ACRES.

WHEREAS, on March 27, 2026, the current owner of the subject property filed suit with the Tulsa County District Court to vacate the easements and foreclose the right to reopen the portions of the sanitary sewer easements described above in Oakmont Hills, LLC vs. City Of Broken Arrow et al., Tulsa County District Court Case No. CV-2026-647;

WHEREAS, the City entered its appearance and filed an answer consenting to the vacation and foreclosure of the easement portions described above;

WHEREAS, there is no necessity for reopening the above-described easement portions and the easement portions are no longer required for public purposes;

WHEREAS, no public convenience or necessity exists for the reopening of the above-described easement portions and the foreclosure of the right to reopen the easement portions will not injuriously affect the rights of the owners of the property in the vicinity of the easement portions;

WHEREAS, a hearing on Plaintiff's request to vacate and foreclose the right to reopen the easement portions was set before the Tulsa County District Court for the morning of June 29, 2026, prior to the next available meeting of the City Council;

WHEREAS, due to the timing of the hearing occurring before the next available meeting of the City Council, the City Attorney executed and/or approved as to form the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement, consistent with the City's prior adoption of Ordinance Nos. 3895 and 3896 and the City's Answer filed in the above-captioned matter;

WHEREAS, the Legal Department and City Staff recommend that the City Council ratify and approve the City Attorney's execution and/or approval as to form of the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement and authorize any further action necessary to effectuate the same; and

WHEREAS, it is the desire of the Council to ratify and approve the City Attorney's execution and/or approval as to form of the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement in the above matter.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Broken Arrow, Oklahoma, that the City Council hereby ratifies and approves the City Attorney's execution and/or approval as to form of the Judgment and Decree Vacating and Foreclosing the Right to Reopen Easement in Oakmont Hills, LLC vs. The City of Broken Arrow et al., Tulsa County District Court Case No. CV-2026-647, concerning the portions of sanitary sewer easements previously closed by Ordinance Nos. 3895 and 3896, and authorizes the City Attorney to take any further action necessary to effectuate the judgment and foreclosure of the right to reopen the easement portions.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July, 2026.

_____

MAYOR

ATTEST:

_____

(seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

HWO

DISTRICT COURT
FILED
JUN 29 2026
DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

OAKMONT HILLS, LLC Plaintiff, vs. THE CITY OF BROKEN ARROW, municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY. Defendants.	)	Case No. CV-2026-647 The Honorable Rebecca Nightingale

JUDGMENT AND DECREE VACATING AND FORECLOSING THE RIGHT TO REOPEN EASEMENT

The above-entitled matter came on to be heard before the undersigned Judge of the District Court on the 29th day of June 2026. The Plaintiff appeared by its attorney Andrew T. Rees. The Court having examined all of the pleadings filed in this case, having heard the evidence, statements and arguments of counsel, and having been fully advised in the premises and considerations thereof, finds as follows:

1. The Plaintiff filed its Verified Petition and Application to Vacate and Foreclose the right to Reopen Easement (the "Petition") on March 27, 2026.

2. The Plaintiff filed the Notice and Order of Hearing of Petition and Application to Vacate and Foreclose the Right to Reopen Easement on March 27, 2026.

3. The Petition prayed for a judgment of this Court vacating a portion of a certain easement which had been dedicated to the City of Broken Arrow, Tulsa County, State of Oklahoma (the "City") by Plaintiff's predecessor–in-title, more particularly described as follows:

Parcel A:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 4TH DAY OF MARCH, 1969, AND FILED OF RECORD MARCH 28, 1969, AT BOOK 3884, PAGE 133 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.40 FEET; THENCE SOUTH 88°34'11" WEST AND PERPENDICULAR TO SAID EAST LINE, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

and

Parcel B:

A 15' WIDE STRIP OF LAND THAT IS PART OF A SANITARY SEWER EASEMENT DATED THE 15TH DAY OF MAY, 1992, AND FILED OF RECORD JUNE 8, 1992, AT BOOK 5410, PAGE 2307 IN THE RECORDS OF THE COUNTY CLERK, TULSA COUNTY, STATE OF OKLAHOMA, SAID PART LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH 01°22'07" WEST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 65.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;
THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.09 FEET; THENCE NORTH 7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH 0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH 89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 0°16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH 7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF BEGINNING;
SAID TRACT CONTAINING 13,181 SQUARE FEET OR 0.303 ACRES.

for use as a utility easement, which is located overlays, is adjacent to or abuts the property owned by Plaintiff.

All of the above-described property shall hereinafter be referred to as the "Property".

4. Plaintiff seeks to vacate and foreclose the absolute right to reopen the Easement in order to avoid unnecessary maintenance expense to the City and the Easement is no longer used or required for public purposes, or for the holder of any franchise or other special right or privilege granted by ordinance or legislative enactment.

5. The Defendants have been duly served with Summons according to law, or they have voluntarily entered appearances herein. The Defendants, the City of Broken Arrow, Oklahoma (the "City"), Tulsa County Board of County Commissioners ("the County"), Public Service Company of Oklahoma ("PSO"), Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG"), and CoxCom, LLC, d/b/a Cox Communications Tulsa ("COX"), are all of the public service corporations, transmission or utility companies or franchise holders who have or may claim to have any special right or privilege granted by ordinance or legislative enactment to use the Easement. Plaintiff does not know of any

person, firm, or corporation claiming or purporting to claim any right, title or interest in the Easement.

6. Attached to the Petition is the Certificate of Tulsa Abstract & Title Company, a bonded abstractor, listing the names and addresses of all of the owners of any tract of land within three hundred (300) feet of the Easement required to be notified of this action. As set forth in the Affidavit of Mailing, filed on May 26, 2026, all of those owners were mailed true and correct copies of the Petition and Notice of Hearing filed herein on May 26, 2026.

7. As set forth in the Publisher's Affidavit filed May 26, 2026, the Notice of Hearing was duly published according to law in the *Tulsa Beacon* of Tulsa, Oklahoma on April 9, 2026, thus providing notice to the public of this action and hearing. The Court conducted a judicial inquiry into the sufficiency of Plaintiff's search to determine the names and whereabouts of the Defendants and all others who were served herein by mail and publication, and based upon the evidence adduced, the Court finds that the Plaintiff has exercised due diligence and has conducted a meaningful search of all reasonably available sources at hand. The Court approves the mail and publication service given herein as meeting both the statutory requirements and the minimum standards of state or federal due process.

8. None of the owners of any tract of land within three hundred (300) feet of the Easement, which were required to be notified by mail, by publication, or by both in this action, have filed a verified answer at least five (5) days before the hearing date, as required by law, showing any grounds for opposing or resisting the Petition.

9. On November 4, 2025, the City Council of the City of Broken Arrow adopted Ordinance No. 3896. Said ordinance was approved by the Mayor of the City of Broken

Arrow on November 4, 2025, and published in the Tulsa World newspaper on November 7, 2025. The action by the City in adopting Ordinance No. 3896 was in all respects proper, and in accordance with the ordinances of the City and the laws of the State of Oklahoma at that time; such Ordinance effectively closed the Easement, identified as Parcel A.

10. On November 4, 2025, the City Council of the City of Broken Arrow adopted Ordinance No. 3895. Said ordinance was approved by the Mayor of the City of Broken Arrow on November 4, 2025, and published in the Tulsa World newspaper on November 7, 2025. The action by the City in adopting Ordinance No. 3895 was in all respects proper, and in accordance with the ordinances of the City and the laws of the State of Oklahoma at that time; such Ordinance effectively closed the Easement identified as Parcel B.

11. The Easements are upon the Plaintiff's Property.

12. On April 22, 2026, Defendant City of Broken Arrow, entered its appearance herein, by and through its attorney of record D. Graham Parker. On April 22, 2026, Defendant City of Broken Arrow filed its answer herein, consenting to the vacation and foreclosure of the Easement

13. On April 16, 2026, Defendant Board of County Commissioners, entered its appearance herein, by and through its attorney of record, Andrew Mihelich. On April 16, 2026, Defendant County filed its answer herein, consenting to the vacation and foreclosure of the Easement.

14. On April 9, 2026, Defendant PSO, entered its appearance herein, by and through its attorney of record Kristen L. Brightmire. On April 9, 2026, Defendant PSO filed its answer herein, consenting to the vacation and foreclosure of the Easement.

15. On April 8, 2026, Defendant ONG, entered its appearance and disclaimer herein, by and through its attorney of record, Alicia J. Edwards, and waived any and all objections to the requested relief.

16. April 7, 2026, Defendant COXCOM, LLC, entered its appearance and disclaimer herein, by and through its attorney of record, Natalie M. McMahan, and waived any and all objections to the requested relief.

16. The Easement is not used or required for City purposes, nor for the holder of a franchise or anyone having a special right or privilege granted by ordinance or legislative enactment and the vacation and foreclosure of the right to re-open the Easement will not injuriously affect the rights of the public.

17. Pursuant to Title 11 O.S. §§42-101 *et seq.*, Plaintiff is entitled to judgment by this Court: (i) vacating all of the Easements; and (ii) that the absolute right of the Defendants to reopen or to ask for the reopening of same and any and all other rights therein of the Defendants should be foreclosed.

18. Pursuant to the provisions of Title 11 O.S. §42-113, Plaintiff is entitled to judgment by this Court determining that Plaintiff is vested with the complete fee simple title in and to the Easement and the land within the Easement so closed by the City, title to which reverts to the Plaintiff as owner of all of the real property adjoining such Easement, and the absolute right of the Defendants and all others to re-open such Easement and all of the rights therein of the Defendants and all others except Plaintiff's are foreclosed.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by this Court that the Easement is hereby vacated and the right to re-open the same foreclosed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that Plaintiff is vested with complete fee simple title in and to the land within the Easement so closed by Ordinance Nos. 3895 and 3896 of the City of Broken Arrow, Oklahoma and vacated by this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that no public necessity exists for the re-opening of the Easement and that the rights of the Defendants, the City of Broken Arrow, Oklahoma and the Board of County Commissioners of Tulsa County, Oklahoma to re-open the Easement are hereby vacated, foreclosed, and terminated; that any rights whatever nature possessed by the other Defendants, or any other persons (except Plaintiff) in the Easement are hereby vacated, foreclosed, and terminated and that all other rights or whatever nature of the Defendants are hereby vacated, foreclosed, and terminated except as otherwise established and preserved herein.

Dated this 29 day of June 2026.

JUDGE OF THE DISTRICT COURT

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

By:

Andrew T. Rees, OBA No. 15167
8801 South Yale Avenue, Suite 450
Tulsa, Oklahoma 74137
(918) 637-6223
Drew@ReesLaw.org

ATTORNEY FOR PLAINTIFF

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW

By: _____

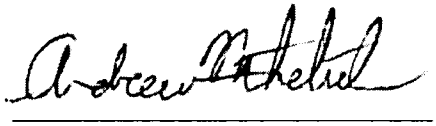
D. Graham Parker
City of Broken Arrow Legal Department
P.O. Box 610
Broken Arrow, Oklahoma 74103
918-259-8422

ATTORNEY FOR DEFENDANT
CITY OF BROKEN ARROW, OKLAHOMA

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS; LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

STEVE KUNZWEILER
DISTRICT ATTORNEY

By: 

Andrew Mihelich, OBA No. 34383
Assistant District Attorney
218 West 6th Street, Suite 936
Tulsa, Oklahoma 74119

ATTORNEY FOR DEFENDANT
TULSA COUNTY BOARD OF COUNTY COMMISSIONERS

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

WINDSTREAM COMMUNICATIONS, LLC,
A limited liability company

By: _____

Kelly A. McGriff
Windstream Communications, LLC
2101 Riverfront Drive, Ste A
Little Rock, Arkansas 72202
Kelly.McGriff@uniti.com

SVP & DEPUTY GENERAL COUNSEL
FOR DEFENDANT WINDSTREAM
COMMUNICATIONS, LLC

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

By:

Kristen L. Brightmire, OBA no. 14239
212 East 6th Street
Tulsa, Oklahoma 74119
(918) 230-3764
KLbrightmire@aep.com

ATTORNEY FOR DEFENDANT
PUBLIC SERVICE COMPANY OF OKLAHOMA

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

OKLAHOMA NATURAL GAS COMPANY
A division of ONE Gas, Inc.

By: _____

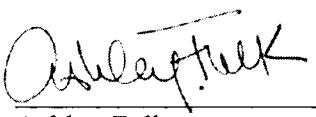
Alicia J. Edwards
Gable Gotwals
110 North Elgin Avenue, Suite 200
Tulsa, Oklahoma 74120
918-595-4800

ATTORNEY FOR DEFENDANT
Oklahoma Natural Gas, a division of ONE Gas, Inc.

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

OKLAHOMA GAS AND ELECTRIC COMPANY

By: 

Ashley Fulk
Oklahoma Gas and Electric Company
321 North Harvey
Oklahoma City, Oklahoma 73102
(405) 553-3103
fulkap@oge.com

ATTORNEY FOR DEFENDANT
OKLAHOMA GAS AND ELECTRIC COMPANY

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

PHILLIPS MURRAH P.C.

By: _____

Natalie M. McMahan, OBA #34335
Phillips Murrah PC
Corporate Tower, Thirteenth Floor
101 North Robinson
Oklahoma City, Oklahoma 73102
(405) 235-4100

ATTORNEY FOR DEFENDANT
CoxCom, LLC d/b/a Cox Communications of Tulsa

OAKMONT HILLS, LLC vs. THE CITY OF BROKEN ARROW, a municipal corporation; TULSA COUNTY BOARD OF COUNTY COMMISSIONERS; WINDSTREAM COMMUNICATIONS, LLC; PUBLIC SERVICE COMPANY OF OKLAHOMA, a corporation; OKLAHOMA NATURAL GAS COMPANY, a division of ONE Gas, Inc.; OKLAHOMA GAS AND ELECTRIC COMPANY, a corporation; COXCOM, LLC, a limited liability company, d/b/a COX COMMUNICATIONS TULSA; and SOUTHWESTERN BELL TELECOMMUNICATIONS, COMPANY in District Court in and for Tulsa County, State of Oklahoma, Case No. CV-2026-647.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

J. Tyler Worten, OBA No. 21415
3711 North Classen Boulevard
Oklahoma City, OK 73118

ATTORNEY FOR DEFENDANT
SOUTHWESTERN BELL TELECOMMUNICATIONS COMPANY, LLC, d/b/a AT&T Oklahoma

and

AT&T Enterprises, LLC, f/k/a AT&T Corp.

City of Broken Arrow

Request for Action

File #: 26-970, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 79th Street (Midway Road) and Kenosha Street Intersection Widening project (Project Number ST24230)

Background:
The 79th Street (Midway Road) and Kenosha Street Intersection is a 2026 General Obligation Bond Proposition 1 project for which Engineering & Construction Department staff selected and negotiated a Professional Consultant Services Agreement with Kimley-Horn and Associates for design of improvements. The agreement includes widening the existing Kenosha Street and Midway Road intersection to accommodate the addition of left turn lanes. The improved intersection shall also include signalization and drainage improvements.

The project also includes services for the following: identification of ultimate right-of-way needs, preparation of ultimate right-of-way acquisition documents, identification of the need for utility relocations, coordination of utility relocations, as well as a drainage and flood study for Timber Creek.

Cost: $243,810

Funding Source: 2018 GO Bond Proposition 1

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

Approved By: City Manager's Office

Attachments: 20260707-Midway-Kenosha-Agreement-ST24230.pdf

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 79th Street (Midway Road) and Kenosha Street Intersection Widening project (Project Number ST24230).

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST24230

1.0 Professional Consulting Firm:

1.1	Name:	Kimley-Horn and Associates, Inc.
1.2	Telephone No.:	918-209-3191
1.3	Address:	1437 S. Boulder Ave., Suite 930 Tulsa, OK 74119

2.0 Project Name/Location: 79th St (Midway Rd) & Kenosha St Intersection Widening, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Plans and Construction Documents for 79th St (Midway Rd) & Kenosha St Intersection Widening in Broken Arrow, OK. These documents shall include, but not be limited to, the following: drainage and flood study, provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:

Land Survey	$ 20,200.00
Drainage Study Survey	$ 16,500.00
Timber Creek "No-Rise" Flood Study	$ 18,500.00
Conceptual Design Phase	$ 51,010.00
Preliminary Design Phase	$ 70,500.00
Final Design Phase	$ 50,000.00
Bidding Assistance Phase	$ 5,100.00
Construction Assistance Phase	$ 8,000.00
Project Close-Out Phase	$ 4,000.00
TOTAL AGREEMENT AMOUNT	$ 243,810.00

4.2	Agreement Time:	264 calendar days
4.3	Estimated Construction Cost:	$ 2,250,000

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT ST24230

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

W I T N E S S E T H:

WHEREAS, OWNER intends to provide design plans for 79th Street (Midway Road) & Kenosha Street Intersection Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

[The remainder of this page intentionally left blank]

ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

(1) General Liability Insurance, with a combined single limit of $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 annual aggregate.

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

ARTICLE 13 - REUSE OF DOCUMENTS
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

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

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

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

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

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

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

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

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

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

CONSULTANT: Kimley-Horn and Associates, Inc.
1437 S. Boulder Ave., Suite 930
Tulsa, OK 74119
(918) 209-3191

Contact Name: Jeremy Stahle, P.E., CFM
Project Manager, Tulsa Office

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

[The remainder of this page intentionally left blank]

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Kimley-Horn and Associates, Inc.,

By: _____
Douglas Arnold, Contract Specialist

Date: 06-30-2026

(CORPORATE SEAL, IF APPLICABLE)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Bradley J. Hill
Bradley J. Hill, Contract Specialist

Date: June 30, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Texas)
) §
County of Tarrant)

Before me, a Notary Public, on this 30 day of June, 2026, personally appeared Douglas Arnold, known to be the Contract Specialist of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
3/18/2027

Notary Public

CAMBRIA SMITH NOTARY PUBLIC STATE OF TEXAS ID 135552104 EXP. 03-20-2030

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT NO. ST24230

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for widening the intersection of 79th Street (Midway Road) & Kenosha Street. These documents shall include the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; right-of-way documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

Furthermore, CONSULTANT understands: The project shall include widening the existing 2-lane 79th St. to three-lanes and the existing 4-lane Kenosha St. to five-lanes to provide left turn bays at the intersection. Left turn bay shall be a minimum of 125-feet in length for 79th St. and a minimum of 160-feet in length for Kenosha St. Existing pavement within Kenosha St. from the beginning to the end of the tapers shall be rehabilitated through mill, patch, and overlay. 79th St. shall be reconstructed from the beginning of each taper with asphalt pavement and curb and gutter. The proposed traffic signal poles shall be located, as needed, at the ultimate 5-lane typical section for 79th St. and for a future right turn lane for eastbound traffic to turn south on 79th St. No curb ramps, pedestrian push buttons or pedestrian heads shall be installed on the project.

A hydraulic analysis shall be performed and improvements shall be designed to meet OWNER design criteria and specifications. It is anticipated that an RCB shall be installed to replace the culvert crossing north of the intersection and the RCB shall extend to the west on the north side of Kenosha St. until at least past the western drive of the commercial development on the northwest corner of the intersection. RCB culverts shall then be installed along an improved ditch at 256th E Ave. and 254th E Ave. with the improved ditch extending to Timber Creek. All RCB's shall be designed to handle traffic loading conditions for future widening of the intersection. Additionally, a "no rise" hydraulic analysis and flood study shall be performed for the Timber Creek crossing approximately 1,650 feet south of the intersection. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, identification of the need for utility relocations, and the coordination of utility

relocations. Design of any water line relocation, if needed, other than point lowering that may be referenced with a standard detail shall be handled through an amendment. Sections of water line requiring point lowering will be included in design plans as required. Project design shall include keeping one lane open in each direction for each leg of the intersection through the construction duration. The design shall avoid negative impacts to City of Broken Arrow 48", 36", and 24" water mains running through the intersection.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design and grading; and perform hydraulics/hydrology necessary to design the drainage structures. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

Geotechnical Services and Coordination
Survey Services and Coordination
Potholing Services
Geometric, Site Grading, Drainage, Paving, and
Miscellaneous Design
Private Utility Relocation Services and Coordination
Right-of-Way Documents Preparation & Staking
All Necessary Coordination for Acquisition of Governmental Permits (City, State, DEQ, FEMA, USACE, etc.)

3.0 SCOPE OF SERVICES

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

3.1.1 Document meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.

3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the PROJECT such as project schedule and milestone dates. All designs, shall meet current City of Broken Arrow codes, regulations, and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan. Any codes, regulations, and design criteria which cannot be met according to owner requirements must immediately be brought to OWNER's attention in writing. Upon direction of OWNER, CONSULTANT shall submit design variance(s) for approval by OWNER.

3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 **LAND SURVEY**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points

and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.2.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project. Reference attached Exhibit 1 –Site Survey, where the blue area (Area 1) denotes the topography survey limits.

3.2.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "B"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Determine existing right-of-way and easements.

3.2.5 Prepare and submit right-of-way documents for said project as defined in Section 3.5.

3.2.6 Submit one (1) drawing on electronic media (AutoCAD 2022 version preferred) and one (1) PDF file of the final survey.

3.3 **DRAINAGE STUDY SURVEY**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Establish horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.3.2 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project. The creek shall be surveyed approximately 500-feet upstream and downstream of the culvert crossing on 79th St. Reference attached Exhibit 1 –Site Survey, where the red area (Area 2) denotes the topography survey limits.

3.3.3 Research and field-verify, to the fullest extents possible (typically S.U.E. level "B"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.3.4 Determine existing right-of-way and easements.

3.3.5 Prepare and submit right-of-way documents for said project as defined in Section 3.5.

3.3.6 Submit one (1) drawing on electronic media (AutoCAD 2022 version preferred) and one (1) PDF file of the final survey.

3.4 **TIMBER CREEK "NO-RISE" FLOOD STUDY**: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Prepare a floodplain study for the subject reach of Timber Creek. The subject reach will extend from a point approximately 500 linear feet downstream of 79th St. to a point approximately 500 linear feet upstream of

79th St.

3.4.2 CONSULTANT shall request the FEMA effective hydraulic models of Timber Creek from FEMA to use as base modeling for this task. CONSULTANT assumes this model will be available and executable. CONSULTANT will utilize FEMA effective flows as part of this analysis. Any updates to the hydrologic model of Timber Creek are not included as part of this task. The following HEC-RAS models shall be prepared as part of this task:

- FEMA Revised Existing Condition HEC-RAS model: CONSULTANT will utilize the FEMA effective modeling as its base for revised existing conditions. CONSULTANT will update the effective cross section geometry with available aerial topography and on-ground survey. CONSULTANT will add up to 2 additional cross sections for this task.
- FEMA Proposed Condition HEC-RAS model: CONSULTANT will update the revised existing condition HEC-RAS model to include proposed improvements and grading associated with the culvert associated with 79th St. CONSULTANT will attempt to provide compensatory cut within the ROW to demonstrate "No-Rise" as part of this task.

3.4.3 CONSULTANT will re-run the effective floodway plan as part of this task. If revisions to the floodway are required, the "No-Rise" criteria will not be satisfied, and a Letter of Map Revision (LOMR) will be necessary. This task does not include revisions to the floodway or a LOMR; however, these services can be provided as an additional service.

3.4.4 CONSULTANT will attempt to achieve "No-Rise" criteria within the subject reach, revisions to the roadway profile and creek grading may be required to meet this criterion.

3.4.5 Prepare and submit summarized results in a DRAFT technical memorandum "No Rise" Flood Study PDF for review by the OWNER. The technical memorandum will consist of the following items:

- Memorandum
- 100-Year Floodplain Workmap
- HEC-RAS Output
- Digital Files

3.4.6 Attend a meeting with the OWNER to review the DRAFT technical memorandum and provide meeting minutes.

3.4.7 CONSULTANT will respond to one round of OWNER comments as part of this task. Response to additional rounds of comments will require additional services. Submittals to any additional jurisdictional agencies are not considered as part of this task and will require additional services.

3.4.8 Prepare and submit a PDF Final technical memorandum "No Rise" Flood Study.

3.5 **CONCEPTUAL DESIGN PHASE**: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.5.1 With City input, establish project goals and alignments for streets and drainage improvements.

3.5.2 Conduct geotechnical investigation and submit recommendations to the Owner for project sub-grade and pavement design. It is anticipated that four (4) soil borings shall be taken and tested for the geotechnical report.

3.3.2.1 Cores shall typically be 60 inches in depth except for two (2) cores that shall extend to approximately 12-feet to verify the presence of shallow bedrock.

3.3.2.2 The geotechnical report will be provided to the OWNER. Report

shall include but not be limited to: pavement type and thickness, base type and thickness, soil classification, and Atterburg Limits, possible subgrade treatment recommendations, and rock information if discovered.

3.5.3 Pothole up to nine (9) utility locations to locate existing waterlines, particularly the existing 24", 36" and 48" waterlines, around the intersection as shown in Exhibit 2 – Potholing Locations. Location data found from potholing will be provided to the surveyor for compilation into the base map.

3.5.34 Develop conceptual plan for street and stormwater improvements.

3.5.5 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.

3.5.6 Coordinate with OWNER'S utility coordinator and provide conceptual design plans (i.e. pdf and CADD files as required) at submittal of conceptual design plans.

3.5.7 Identify "Ultimate" right-of-way and easements required to accommodate construction of project and necessary utility relocation.

3.5.8 Submit a half-size (11"x17") PDF of the Conceptual Design Plans for review by the OWNER.

3.5.9 Prepare and submit a PDF of the conceptual engineer's construction cost estimate using 20% contingency

3.5.10 Submit all necessary design variances to the OWNER prior to the design submittal.

3.5.11 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)

3.5.12 The Conceptual Design Phase submittal shall include:

- Title Sheet
- Typical Sections
- Right-of-Way Map/Survey Data with existing and proposed right-of-way
- Plan & Profile Sheets (Conceptual)
- Traffic Signal Layout Sheet
- Identify any Public Utility Relocations on Plan Sheets
- Conceptual Construction Phasing
- Conceptual Cross-sections

3.5.13 Attend a meeting with the OWNER to review the Conceptual Design Plans and provide meeting minutes.

3.6 **PRELIMINARY DESIGN PHASE**: Following approval of the Conceptual Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.6.1 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.

3.6.2 Perform preliminary roadway geometric layout and design.

3.6.3 Perform intersection and signal design.

3.6.4 Prepare preliminary construction plans and details.

3.6.5 Conduct pre-final coordination with private and public utility companies.

3.6.5.1 Meet with utility companies and OWNER to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

3.6.5.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to

OWNER approval and execution of the relocation plans.

3.6.5.3 Coordinate with OWNER'S utility coordinator and provide preliminary design plans (i.e. pdf and CADD files).

3.6.6 Prepare preliminary special provisions, if needed.

3.6.7 Prepare preliminary quantity estimate.

3.6.8 Prepare and submit a PDF of the preliminary engineer's construction cost estimate using 15% contingency.

3.6.9 Submit all necessary design variances to the OWNER prior to the design submittal.

3.6.10 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)

3.6.11 Prepare and submit all necessary Right-of-Way and Easements.

3.6.12 Submit half-size (11"x17") PDF of the Preliminary plans for review by the OWNER.

3.6.13 The Preliminary Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Right-of-Way Map/Survey Data with proposed right-of-way
- Project Control Sheets
- Project Drainage Area Map
- Plan & Profile Sheets
- Storm Profiles
- Signing & Striping Plans
- Traffic Signal Layout Sheet
- Construction Sequence
- Miscellaneous Details, as needed
- Cross Section Sheets

3.6.14 Preliminary Design Review.

3.6.15 Attend a meeting with the OWNER to review the Preliminary Design Plans and provide meeting minutes.

3.7 **FINAL DESIGN PHASE**: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.7.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.7.2 Finalize utility relocation coordination as necessary.

3.7.3 Prepare and complete final design.

3.7.4 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.7.5 Coordinate with OWNER'S utility coordinator and provide final design plans (i.e. pdf and CADD files as required).

3.7.6 Submit all necessary design variances to the OWNER prior to the design submittal.

3.7.7 Prepare necessary permit documentation (City, State, DEQ, FEMA, USACE, etc.)

3.7.8 Prepare final quantity estimate.

3.7.9 Prepare and submit a PDF of the final engineer's construction cost estimate with a 10% contingency.

3.7.10 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.

3.7.11 Prepare Contract proposals in units compatible with OWNER'S specifications.

3.7.12 Submit half-size (11”x17”) PDF of the Final plans and PDF of the final contract bid documents for review by the Owner.

3.7.13 The Final Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Quantity & Miscellaneous Summaries, as needed
- Summary of Drainage Structures, as needed
- Storm Water Management Plan (SWP3)
- Right-of-Way Map/Survey Data with proposed right-of-way
- Plan & Profile Sheets
- Storm Profiles
- Traffic Signal Plans
- Erosion Control Plans
- Miscellaneous Details, as needed
- Signing & Striping Plans
- Cross Sections
- Construction Phasing
- Standard Construction Drawings

3.7.14 Final Design Review.

3.7.15 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.

3.7.16 Prepare and submit a PDF of the final engineer’s construction cost estimate with no contingency.

3.7.17 Incorporate final review comments and furnish a PDF of the complete set of full-size drawings and contract documents, one (1) set of final drawings in electronic media (AutoCAD 2022 version or newer preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and PDF formats.

3.8 **ASSISTANCE DURING BIDDING PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.8.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with specifications, written project description and electronic bid proposal).

3.8.2 Attend and conduct a pre-bid conference as required by OWNER.

3.8.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.8.4 Assist in preparing addenda and addenda plan sheets as required.

3.9 **CONSTRUCTION ASSISTANCE PHASE:** Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.9.1 Assist the Owner in answering RFI’s

3.9.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.9.3 Assist the OWNER with review and approval of submittals.

3.10 **PROJECT CLOSE-OUT PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the

schedule provided in Attachment E:

3.10.1 Incorporate changes into the drawings and produce Record Drawings in PDF format.

3.10.2 Submit record drawings on electronic media (AutoCAD 2022 version or newer preferred or earlier version).

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT NO. ST24230

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

1.1 Title Sheet;
1.2 Pay Quantities and Pay Item/General Notes;
1.3 Typical Sections;
1.4 Quantity & Miscellaneous Summaries;
1.5 Summary of Drainage Structures
1.6 Storm Water Management Plan (SWP3);
1.7 Right-of-Way Map/Survey Data Sheet with proposed right-of-way;
1.8 Plan & Plan Sheets;
1.9 Storm Profiles;
1.10 Traffic Signal Plans;
1.11 Erosion Control Plans;
1.12 Miscellaneous Details;
1.13 Signing & Striping Plans;
1.14 Construction Phasing Plan;
1.15 Cross Sections; and
1.16 Standard Construction Drawings.

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

2.1 Right-of-Way Map with proposed right-of-way/easements;
2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements (**assumed 7 parcels**, at agreed upon unit price per parcel);
2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
2.4 Closure Report;
2.5 Surveyor's Certification Document; and
2.6 Provide right-of-way, permanent easement and temporary construction easement staking as required for acquisition purposes (**assumed 7 parcels required**, at agreed upon unit price per parcel).

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

3.1 Hydrology and Hydraulic Calculations;
3.2 Overall Project Drainage Map;
3.3 Drainage Summary Tables;
3.4 Stormwater Pollution Prevention Plan (SWP3)

4.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

4.1 Other Engineer Design Calculations (As Needed)

5.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

5.1 Bid Documents:

5.1.1 Electronic bid proposal in format provided.
5.1.2 Written description of construction project.
5.1.3 Construction duration in calendar days.

5.2 Project Conditions:

5.2.1 Special Conditions.

5.3 Construction Specifications

5.4 All Required Governmental Permits

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

6.1 Drawings:

6.1.1 CAD files (AutoCAD 2022 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER'S Contract Administrator.
6.1.2 Record Drawings in PDF format.

6.2 Design Manual:
6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT NO. ST24230

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

The basic compensation for the 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 Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$20,200** for the completion of the Topographic/Boundary Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Drainage Study Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$16,500** for the completion of the Topographic/Boundary Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Timber Creek "No-Rise" Flood Study Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$18,500** for the completion of the Timber Creek "No-Rise" Flood Study. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Conceptual Design Phase Payment:

1.4.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$39,100** for the completion of the Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$7,500** for the completion of the Geotechnical Investigation. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4.3 The OWNER shall pay the CONSULTANT a $490 per utility pothole (**based upon assumed nine pothole locations required**) not-to-exceed **$4,410**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Preliminary Design Phase Payment:

1.5.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$61,400** for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5.2 The OWNER shall pay the CONSULTANT a $700 per Right-of-

Way/Easement Parcel Preparation (**based upon assumed seven parcels required**) not-to-exceed **$4,900**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5.3 The OWNER shall pay the CONSULTANT a $600 per Right-of-Way/Easement Parcel Staking (**based upon assumed seven parcels required with a minimum of $1,200 staking per occurrence**) not to exceed **$4,200**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.6 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$50,000** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.7 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$5,100** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.8 Construction Assistance Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$8,000** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.9 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$4,000** for the completion of the Project Close-Out Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2027.

Analyst	$155 - $245
Professional	$245 - $275
Senior Professional I	$285 - $365
Senior Professional II	$380 - $450
Senior Technical Support	$140 - $325
Support Staff	$100 - $170
Technical Support	$115 - $270

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT NO. ST24230

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT;

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

1.4 OWNER shall be responsible for reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

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

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

2.0 SPECIAL CONDITIONS

2.1 None

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ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
79TH ST (MIDWAY RD) & KENOSHA ST INTERSECTION WIDENING
PROJECT NO. ST24230

PROJECT SCHEDULE

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

1.0 LAND SURVEY PHASE: Concurrent with Conceptual Design Phase

2.0 DRAINAGE STUDY SURVEY PHASE: Concurrent with Conceptual Design Phase

3.0 TIMBER CREEK "NO-RISE" FLOOD STUDY PHASE: Concurrent with Conceptual Design Phase

3.1 Notice to Proceed:

3.2 Preparation of Draft Flood Study: 75 calendar days

3.3 Owner Review of Draft Flood Study: 21 calendar days

3.4 Preparation of Final Flood Study: 14 calendar days

4.0 CONCEPTUAL DESIGN PHASE:

4.1 Notice to Proceed:

4.2 Geotechnical Investigation:

4.3 Utility Potholing:

4.4 Preparation of Conceptual Plans: 90 calendar days

4.5 Owner Review of Conceptual Plans: 21 calendar days

3.0 PRELIMINARY DESIGN PHASE:

3.1 Notice to Proceed:

3.2 Right-of-Way Design:

3.3 Preparation of Preliminary Plans: 70 calendar days

3.4 Owner Review of Preliminary Plans: 21 calendar days

4.0 FINAL DESIGN PHASE:

4.1 Notice to Proceed:

4.2 Preparation of Final Plans: 45 calendar days

4.3 Owner Review of Final Plans: 21 calendar days

4.4 Preparation of Sealed Plans: 21 calendar days

5.0 ASSISTANCE DURING BIDDING PHASE:

5.1 Answer technical questions and prepare addenda: To be determined

6.0 CONSTRUCTION ASSISTANCE PHASE:

6.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

7.0 PROJECT CLOSE-OUT PHASE:

7.1 Record Drawings: 30 days after receipt of contractor's red-lines

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EXHIBIT 1
SITE SURVEY

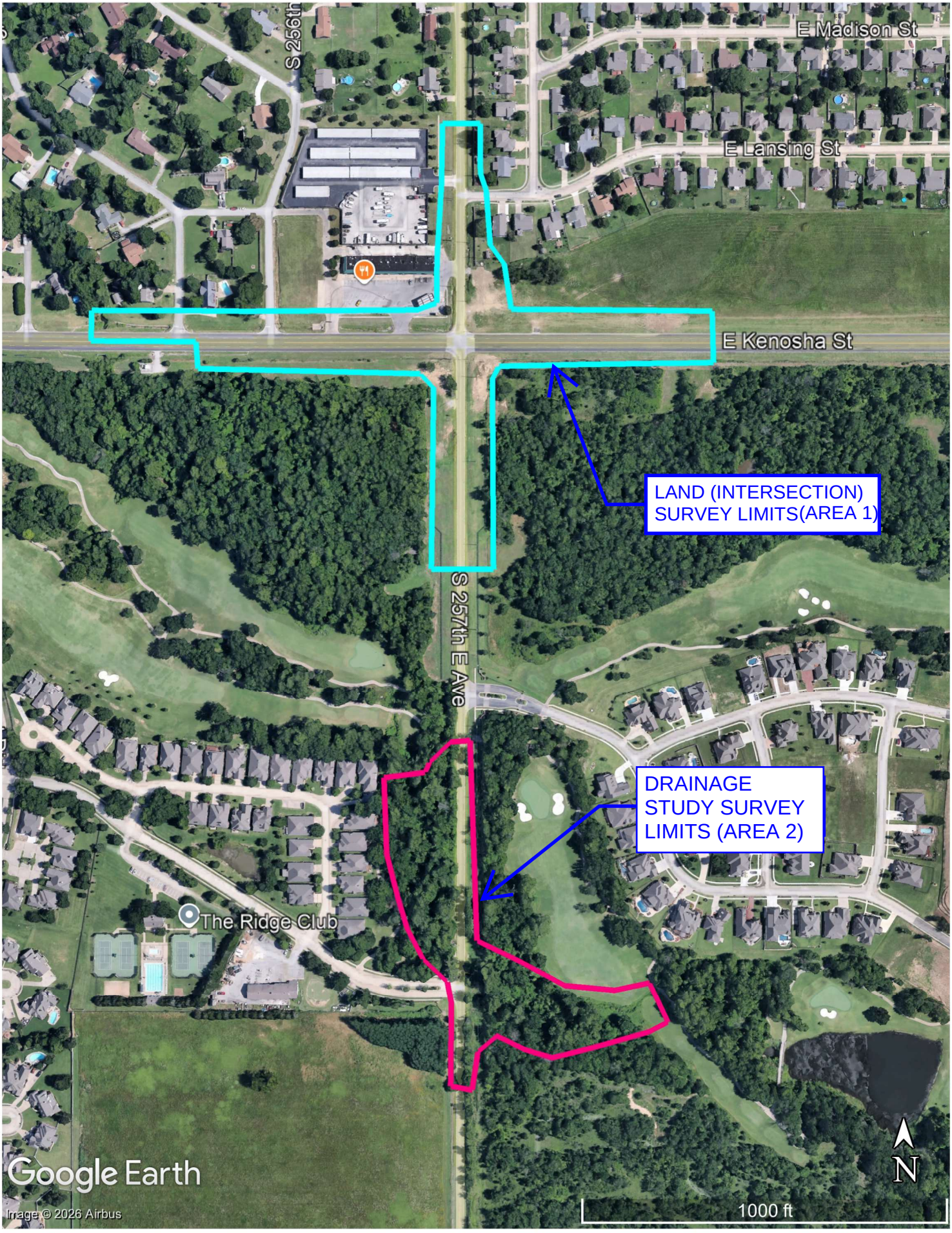
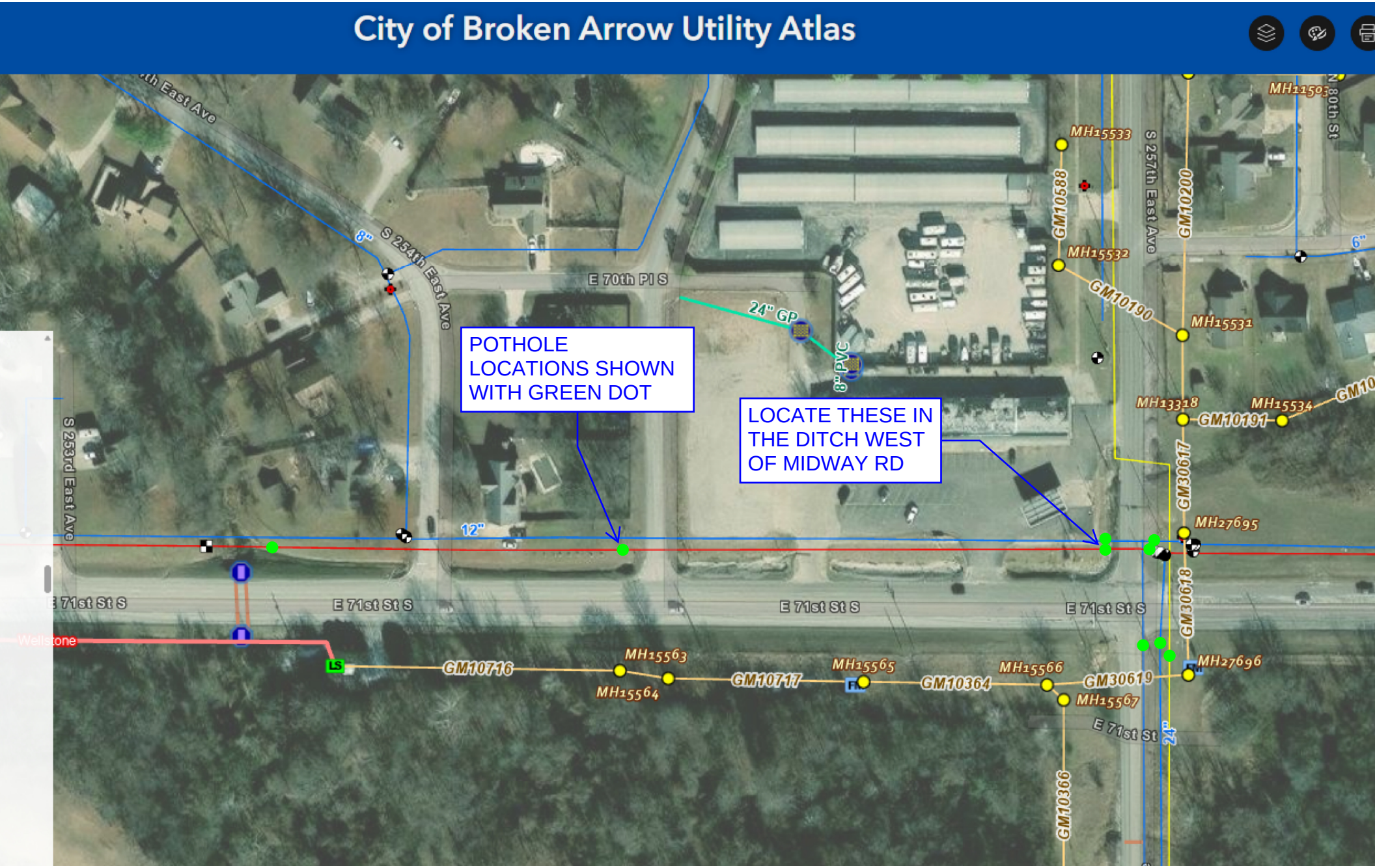
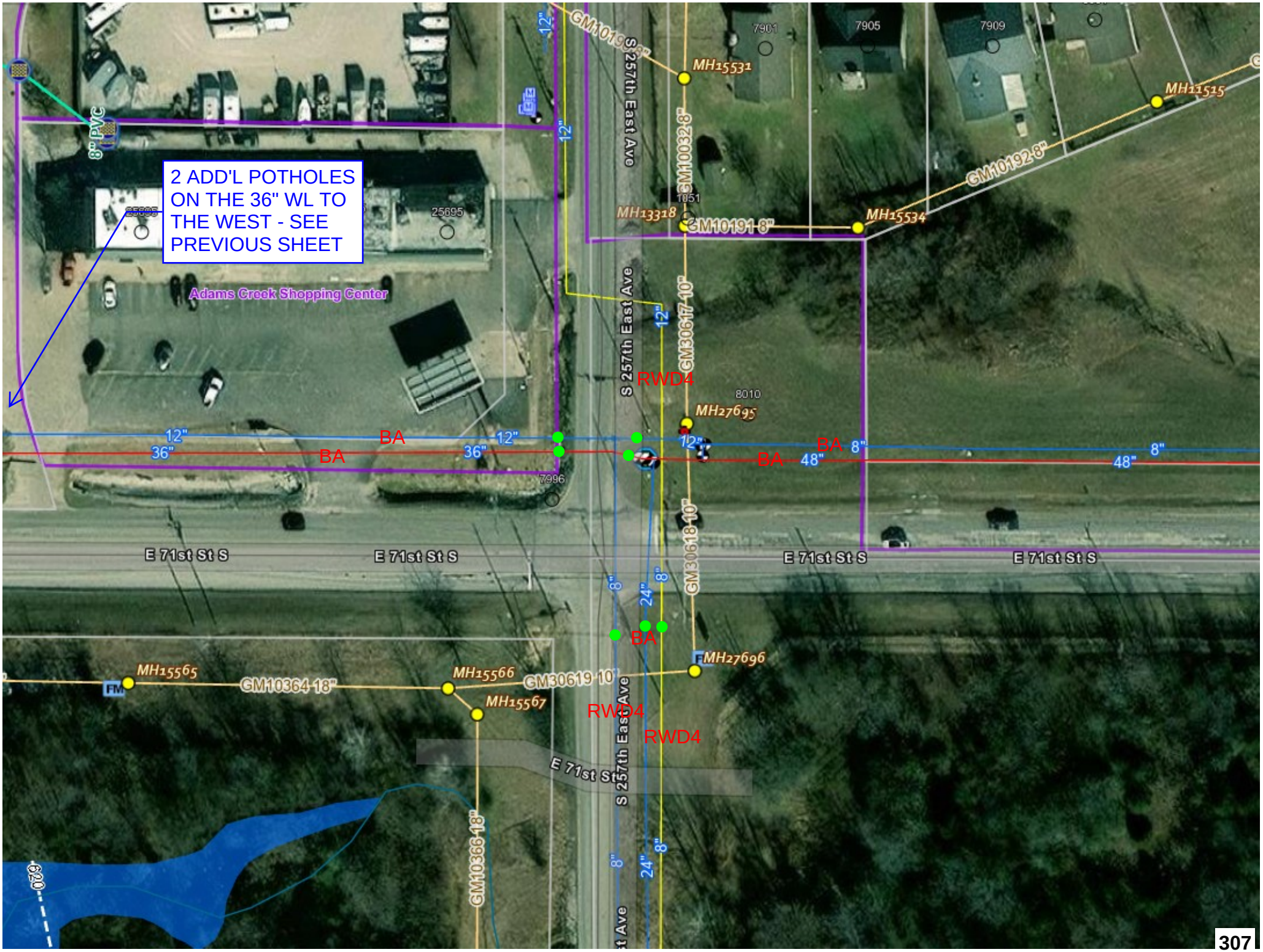


EXHIBIT 2
POTHOLING LOCATIONS




2 ADD'L POTHOLES ON THE 36" WL TO THE WEST - SEE PREVIOUS SHEET
Adams Creek Shopping Center
8" PVC
12"
GM10199 8"
MH15531
7901
7905
7909
MH11515
GM10192 8"
S 257th East Ave
GM10032 8"
1051
MH13318
GM10191 8"
MH15534
GM30617 10"
RWD4
8010
MH27695
12"
36"
BA
48"
8"
7996
E 71st St S
GM30618 10"
24"
MH27696
MH15565
GM10364 18"
MH15566
GM30619 10"
MH15567
GM10366 18"
FM
307

City of Broken Arrow

Request for Action

File #: 26-1080, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Acknowledgement of City of Broken Arrow's response dated June 26, 2026 to Oklahoma Department of Environmental Quality Notice of Violation, SWM-040001-26-1 dated May 15, 2026

Background:
On May 20, 2026 the City of Broken Arrow (City) received a Notice of Violation (NOV), SWM-040001-26-1, from the Oklahoma Department of Environmental Quality (ODEQ) in relation to the private subdivision The Retreat located on New Orleans Street south of Oliver Middle School.

The City wrote a letter replying to ODEQ disagreeing with ODEQ's determination that the City failed to exercise enforcement authority under its Municipal Separate Storm Sewer System (MS$) program. This letter also outlines how the City is in compliance with its MS4 program.

Attached is the letter to ODEQ dated June 26, 2026.

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: 260626 ODEQ NOV Response

Recommendation:
Acknowledgement of City of Broken Arrow's response dated June 26, 2026 to Oklahoma Department of Environmental Quality Notice of Violation, SWM-040001-26-1 dated May 15, 2026

June 26, 2026
VIA EMAIL AND CERTIFIED MAIL

Mr. Gabriel Stevens
Interim MS4 Coordinator, Water Quality Division
Oklahoma Department of Environmental Quality
P.O. Box 1176
Oklahoma City, Oklahoma 73101-1176

RE: RESPONSE TO NOTICE OF VIOLATION NO. SWM-040001-26-1
City of Broken Arrow MS4
OPDES Permit No. OKR040001
The Retreat / The Colony at Cedar Ridge Development

Dear Mr. Stevens:

The City of Broken Arrow ("City") submits this response to the Notice of Violation ("NOV") No. SWM-040001-26-1 issued by the Oklahoma Department of Environmental Quality ("DEQ"). While the City acknowledges the seriousness of the sediment discharge issues associated with this private development, the City respectfully, but firmly, disagrees with the conclusions presented in the NOV. In our opinion, the facts do not support a determination that the City failed to exercise enforcement authority under its Municipal Separate Storm Sewer System (MS4) program as authorized under the requirements of the State of Oklahoma's General Permit for Municipal Stormwater, herein titled OKR04 permit, and coupled with our local ordinances as codified in the Broken Arrow Municipal Code of Ordinances, Chapter 25.

Instead, the City contends this development highlights that our MS4 program is functioning as intended — identifying issues, enforcing requirements, compelling corrective action, and working to address conditions originating entirely on private property before the stormwater runoff enters into a public stormwater conveyance system.

I. MS4 Implementation Authority

The City of Broken Arrow owns, operates, and maintains its MS4 Phase II program in accordance with the OKR04 permit. As such, the City maintains and enforces its Stormwater Management Program (SWMP) with the stated goal to manage the quality of stormwater discharged from the MS4.

In reference to this NOV, The Retreat / The Colony at Cedar Ridge (hereafter collectively called "The Retreat") is a privately owned development. As such, the development is not by definition a part of our publicly owned municipal separate storm sewer system. The conditions that have arisen, which led to this NOV being issued, originated exclusively on **privately owned property**. The City of Broken Arrow is **not** the Construction Site Operator for this development. Accordingly:

- The City does not have operational control over construction plans or specifications.
- The City does not exercise day-to-day control of site activities.
- The City did not create the disturbed conditions.
- The City did not abandon the construction site.
- The City does not control the construction operations of the private property owner as the developer or current possessor.

P.O. Box 610, Broken Arrow, OK 74013 • Tel (918) 259-8419 • Fax (918) 259-8226 • www.brokenarrowok.gov

The City's role has solely been **regulatory and enforcement-based**. The City has consistently exercised this authority through its SWMP and under local ordinances, including the enforcement mechanisms established in our Municipal Code as referenced above and the City's Construction Activity Best Management Practices Guidance Manual (2023).

Through these ordinances, the City has several enforcement mechanisms at its disposal including, but not limited to:

- Site visits and coordination of findings with the responsible party
- Verbal Warnings
- Corrective Action Directives with a specified duration to comply
- Notice of Violations
- Stop Work Orders
- Withholding Building Permits
- Cessation of Building Inspections
- Withholding Certificates of Occupancy
- Cut off access to the MS4
- Cut off access to domestic water
- Citation of Non-Compliancy resulting in Fines/Penalties
- Abatement and placement of Liens on the Property

II. Historical Background

While the City contends this is an appropriate example of the MS4 program functioning as intended, it does also acknowledge the unique circumstances and complicated issues surrounding this particular development have delayed implementation of the appropriate measures necessary to adequately address the Corrective Actions issued by the City. The current status of the legalities playing out in the judicial system have adversely affected and impacted the compliancy of the property owner or owners.

The unusual circumstances regarding this development — including property owner/developer abandonment, prolonged inactivity, foreclosure and possession issues, multiple lawsuits, complex grading patterns adjacent to existing ponds, and downstream ownership disputes on affected properties — have created unique challenges that fall outside the City's MS4 administrative authority. Even so, the City has issued repeated enforcement actions, conducted ongoing inspections, worked with all relevant property owners, and taken all reasonable steps allowed within its legal authority to compel corrective action.

The original developer for the Retreat was Precision Project Management, INC (Precision) which is owned by Daniel Ruhl. Mr. Ruhl also owns Ruhl Properties LLC (Ruhl), and Asher Homes LLC (Asher), which both play a role in this development. When the development started, construction proceeded in the same manner as most other residential projects, with no major issues worth noting. At some point, the development started to stall. Precision failed to maintain the site in an appropriate manner. Likewise, they failed to respond to the City in a timely manner. When they did respond they became hostile and evasive in their communications. At this juncture in the project, the Conditional Final Plat had been approved and the majority of the infrastructure from Phase 1 had been constructed but not yet accepted by the City. In accordance with City ordinances, the property owner/developer filed the final plat with Tulsa County and individual lots were then sold to the builders. In fact, Asher, Ruhl, and Executive Homes (Executive) acquired multiple lots and began building homes. In a short amount of time, one (1) home was completed and sold to a new resident who moved into the house immediately.

It was around this time that the development was abandoned and there was a cessation of all construction activities on the site by Precision, Asher, and Ruhl. Subsequently, many of the properties underwent foreclosure. Asher filed bankruptcy which in turn froze many of the assets and properties, including

properties owned by Ruhl. City National Bank and Trust (Bank) took possession of the properties that were still owned by Precision, but not the other properties that had already been sold.

During this time, several other lawsuits were filed, including other lenders, Asher, Executive, Ruhl and Precision, as well as several private home buyers who were under contract to buy homes. All of these issues have greatly complicated enforcement efforts due to the uncertainty as to who is the rightful property owner and who has legal control of the collective property, as well as the individual properties. The City is legally required to address, coordinate, and work with the legal and rightful property owner(s). They are the only entities that can direct work on the said properties.

When it became clear that the Bank had control of the property, the City immediately engaged them in discussions regarding their property. They were willing to perform the work necessary in accordance with Corrective Actions issued for the Retreat. However, the Bank is not a developer. Because of their lack of experience and knowledge in the development and construction process, it took additional time for them to understand what work has been done, what issues remained to be done, and how to create a plan to move forward. It then took them time to bid out work and hire a contractor to conduct the work necessary to implement Corrective Actions from the development.

Throughout the period that construction activity actually occurred, the City's chief concern was sediment transport from the development off-site and onto neighboring properties, specifically The Lakes at Rabbit Run located immediately downstream. The Lakes at Rabbit Run had its own unique issues and disputes that were not related to The Retreat, but they greatly complicated enforcement of issues due to The Retreat.

The Lakes at Rabbit Run (The Lakes) is another privately owned development adjacent to The Retreat on the east side. It is a private gated community in which all of the infrastructure remains private. The development was further along than The Retreat, but it was still not complete during this time. Almost all of the neighborhood infrastructure was complete, with only punch list type items remaining. Most of the houses had been built and sold, but there were some houses still for sale, others still under construction, and some lots still available. The controlling party of the HOA was still the developer. More specifically, their stormwater conveyance and storage systems are privately owned and, therefore, are not a part of the public MS4.

The City received several complaints from homeowners within The Lakes. Some of these complaints were due to sediment transport and sediment deposition, as well as on-site erosion and corresponding siltation purportedly caused by The Retreat. Ironically, many of these complaints regarding The Lakes detention ponds are likely the result of their own developer's construction activities but they were certainly compounded by issues coming from The Retreat. While the City tried to coordinate with these residents and address the adverse impacts from The Retreat, the matter was significantly complicated since those residents who filed the complaints were **not** the rightful property owner of the ponds. They did not have the legal standing to represent the rightful property owner. The City has a legal obligation to work with the rightful property owner(s) or their expressly identified representatives when addressing these types of issues. To date, the rightful property owner(s) or representatives for the affected properties have not contacted nor filed any complaints with the City. This has only further complicated any corrective actions needed on their property because the City cannot legally grant permission to a property owner to access and perform construction on private property of another party.

III. Enforcement Chronology and Corrective Actions Implemented

DEQ's conclusion that the City failed to enforce its MS4 obligations is inconsistent with the substantial enforcement actions implemented over an extended period. A summarized narrative of the City's enforcement efforts (a more detailed breakdown of enforcement efforts can be found in Exhibit A) includes:

- Multiple City inspections following complaints

- Multiple verbal warnings and requests for Corrective Actions
- Written Corrective Action NOVs and enforcement directives to the developer and responsible parties
- Directed developer to coordinate with the downstream HOA regarding sedimentation concerns
- Continued follow-up inspections to verify compliance and require additional corrective measures
- Stop Work Orders
- Holds on Building Permits and Certificates of Occupancy
- Issuing Penalties/Fines

In 2020, the Contractor, working for the developer started dirt work on the site without being issued an Earth Change Permit. The City conducted site inspections, issued a Stop Work Order, and provided a Notice to the Contractor that an Earth Change permit, along with an approved SWP3, was required before work could continue, and that additional BMPs needed to be installed immediately.

Throughout 2021 and 2022, the City conducted routine site inspections, having numerous verbal requests to better maintain their BMPs and install additional BMPs as the site changed.

In late 2022 and throughout 2023, the most significant construction activity occurred at The Retreat, and this is when the majority of the sediment deposition issues began for The Lakes at Rabbit Run. During this time, the City performed site inspections on nearly a weekly basis. In addition, the City issued numerous verbal requests for Corrective Actions, where at least 8 of those written Corrective Action grew to the more severe issuances of Correction Action Notice of Violations (NOVs). Likewise, the City issued multiple Stop Work Orders (SWOs). Moreover, the City withheld Building Inspections (BIs) on the homes under construction and placed a hold on the issuances of all new Building Permits (BPs) and Certificates of Occupancy (COOs).

In late 2023, sediment deposition increased in the private ponds owned by The Lakes' HOA. The buildup from the deposition became so significant that it began forming deltas. The City issued multiple Corrective Action NOVs and Stop Work Orders specifically requiring cleaning the sediment and repairing any other damage at The Lakes prior to any more work at The Retreat.

Soon after these enforcement actions, in early 2024, Precision abandoned the site, and Asher filed for bankruptcy. Immediately, the Bank foreclosed on Precision's remaining lots.

In fact, the Bank met with the City and discussed a path forward regarding the Corrective Actions in hopes of getting the site back into compliancy and getting the releases on the SWOs, BIs, and BPs. During that meeting, the City notified the Bank that they needed to file a Change of Ownership and a new NOI with ODEQ per the OKR10 permit.

The Bank continued to work with the City in good faith to get the site back into compliancy. In June 2024 a new contractor working with the Bank informed the City that all mitigation efforts were complete. The City performed multiple site inspections and determined there were still numerous issues with the site and sediment transport was still adversely impacting the downstream property. At this point, the City realized that the Bank did not have much experience in managing developments of this complexity, much less managing one with the requirements of the City's SWMP.

The City continued to coordinate with the Bank on what was required to bring the site back into compliancy. The corrective efforts were greatly complicated and delayed because the Bank hired a new professional team including a consulting engineering firm and a general contractor to assist them. The bank also notified the City that multiple lawsuits were filed involving the various property owners, developers, builders, and lenders.

The City required the Bank to meet with the downstream neighbors and the HOA. The Bank assured the residents and the City of its commitment to clean up the site, stop sediment transport from leaving the site, and repair any damage downstream caused by the sediment deposition.

On October 15, 2025, due to a lack of activity on the site and the failure of the bank to make any progress repairing damage downstream, the City issued a citation to the Bank, in care of Doug Stephens, President, for sediment transport exiting The Retreat and depositing on The Lakes' property. On November 18, 2025, the Bank appeared in Broken Arrow Municipal Court for a hearing related to its citation. At the direction of the Court, the Bank coordinated with and committed to the City that it would implement a better effort with a more comprehensive remediation plan.

In March 2026, the renewed remediation effort began. Since that time, the site has been cleaned up, existing BMPs have been better maintained, new BMPs have been installed and maintained, and the pond at The Lakes has been dredged and repaired.

This response demonstrates that the City has used nearly every tool available to us through our SWMP to enforce corrective actions and, more importantly, accomplish the goals and intent of the OKR04 and OKR10. The only tools available that the City did not utilize on this development were to cut off connections with the MS4 system, cut off access to domestic water, and abatement. The City explored and actively discussed cutting off access to the MS4 system and cutting off access to domestic water. It was determined that neither enforcement mechanism would be effective in this particular development since it was not presently tied to a public stormwater sewer system. It was effectively already cut off. The Retreat had no direct access to the MS4 system as it flowed through The Lakes and another private development even further downstream before entering the MS4 system. Cutting off that access had the potential to damage the downstream developments by limiting water to their ponds. Since the site had been abandoned, and there was no one actively trying to work on it, cutting off domestic water would have had no tangible effect on the responsible parties, so it was judged to be ineffective at encouraging Corrective Actions. In addition, there was one private homeowner in The Retreat who had moved into the residence, and cutting off domestic water would have hurt this property owner at no fault of their own.

The final tool the City had available was Abatement. The City was prepared to Abate the property as its final mechanism to enforce compliancy had all other methods failed. Fortunately, once the City started issuing Citations and associated fines, the Bank who had operational control of the site greatly increased its efforts to coordinate with the City and create a Remediation Plan for all Corrective Actions.

Lastly, the City and the Bank met on June 23, 2026, to discuss the final steps necessary to reach completion of the Remediation Plan and discuss a path forward to obtain substantial completion on the public infrastructure. Both parties agree that the site is nearly fully vegetated and that a few elements of the Remediation Plan still need to be better addressed, but the effort is nearing completion for on-site work.

It is crucial to note that as the site stands today, the required work to remedy the issues is in progress. Most of the required Corrective Actions have been implemented, and the Bank is actively working to bring the site into compliance with their OKR10 permit.

These actions demonstrate that the City used its authority appropriately and consistently. Noncompliance by private parties, including abandonment of the site, does not constitute a failure of MS4 enforcement on the part of the City.

IV. Point-by-Point Response to Cited Violations

Below is the City's unified response to each permit provision cited in the NOV, including the basis for disagreement.

1. OKR04 Part V(C)(3)(a)(iii)

DEQ Assertion: The City failed to "remove the source of the illicit discharge."

City Response: The City of Broken Arrow asserts that an illicit discharge did not occur at The Retreat. According to the OKR04 permit and 40 CFR S122.26(b)(2), the definition of an illicit discharge is:

> "refers to any discharge to a MS4 that is not composed entirely of stormwater…".

Furthermore, the MS4 is defined as:

> "a conveyance or system of conveyances…that are:
>
> 1. Owned or operated by a state, city, town, borough, county, parish, district, association or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes…"

Sediment was documented to leave The Retreat and enter the ponds of The Lakes at Rabbit Run. However, no sediment was ever documented to enter the storm system of the City of Broken Arrow or any other public body. The ponds from The Lakes at Rabbit Run effectively served as a sedimentation basin. The City confirmed this on multiple occasions by inspecting the downstream ponds in the next subdivision. No sediment was ever documented and the ponds never changed color to match soil found in The Retreat and The Lakes at Rabbit Run.

The sediment leaving the site of The Retreat was still a violation of City Ordinances and was an item for the City to enforce in accordance with Chapter 25, but the City does not believe an illicit discharge occurred as defined by the OKR04.

The City maintains their stance that an illicit discharge did not occur, but had it occurred the City believes this provision applies where the MS4 operator controls or operates the source of the discharge. The City does not own, operate, or control the development or its construction activities and therefore cannot itself "remove" the source. The sediment originated from privately controlled land. The City enforced its ordinance, issued repeated directives, and required corrective actions consistent with its legal authority.

2. OKR04 Part V(C)(3)(a)(vi)

DEQ Assertion: The City failed to enforce an ordinance prohibiting illicit discharges.

City Response: The City maintains their stance that an illicit discharge did not occur, but had it occurred the City did implement and enforce its ordinances. Inspections were conducted, verbal and written Corrective Actions were issued, Stop Work Orders were issued, Building Permits and Certificates of Occupancy were withheld, and citations were issued. The City utilized nearly all available tools under Chapter 25 including issuing a citation for stormwater discharge for the first time ever. Recurrence of private-party violations does not equate to failure to enforce.

3. OKR04 Part V(C)(4)(a)(i)

DEQ Assertion: The City failed to "Enforce an ordinance…to require erosion and sediment controls as well as sanctions to ensure compliance.".

City Response: The City requires erosion and sediment control through ordinance with Chapter 25. The City repeatedly enforced the ordinance utilizing actions allowed within the ordinance. Records show this was not a continuous failure of sediment control. There were multiple cycles of sediment leaving the site, the City taking action to enforce the ordinance, and the site coming back into compliance. These cycles show that the City's enforcement was ensuring compliance. The City's latest enforcement of issuing citations has been effective to compel compliance as the site stands today. Recurrence of private-party violations does not equate to a failure to enforce.

4. OKR04 Part V(C)(4)(a)(iii)

DEQ Assertion: The City failed to "Enforce procedures for site inspection and enforcement of control measures including enforcement escalation procedures for recalcitrant or repeat offenders. Document inspection findings and take all necessary follow-up actions… to ensure site compliance."

City Response: The City conducted inspections, documented findings, issued follow-up requirements, and escalated enforcement appropriately. The enforcement repeatedly did compel compliance and allowed the contractor to keep working. Recurrence of private-party violations does not equate to a failure to enforce. As the OKR04 Permit requires in Part V(C)(4)(a)(iii), the City escalated its enforcement as there were repeat offenses. The escalated enforcement is ultimately what led to Corrective Action being taken recently.

5. OKR04 Part V(C)(4) Table V-5 (Inspection Frequency)

DEQ Assertion: "Sites that have been identified as a threat to water quality (e.g. sites with recalcitrant or repeat offenders) require the minimum frequency of construction site inspections for a Category 3 MS4 to be once per month."

City Response: The City conducted multiple inspections in response to complaints and as part of its enforcement process. Documentation demonstrates ongoing oversight in excess of once per month.

6. OKR04 Part V(C)(5)(a)(i) — New Development Runoff

DEQ Assertion: The City failed to "Enforce a program to address stormwater runoff from new development… that disturb greater than or equal to one (1) acre… that discharge into your small MS4. Your program must maintain pre-development runoff conditions and ensure that controls are in place that would prevent or minimize water quality impacts."

City Response: Through its SWMP and Chapter 25 of the ordinances, the City required erosion control and BMPs. The City enforced its ordinance and conducted follow-up inspections. Recurrence of private-party violations does not equate to a failure to enforce. The City cannot assume operational control of abandoned or inactive private property.

7. OKR04 Part V(C)(5)(a)(i) — Long-Term O&M of BMPs

DEQ Assertion: The City failed to "Enforce… ordinances… to ensure adequate long-term operation and maintenance of BMPs that are installed during and left in place after the completion of a construction project."

City Response: Post-construction BMP obligations apply to complete developments with established structural controls. The cited conditions arise from unfinished private construction activities outside City control. The City enforced applicable pre-completion requirements under its ordinance.

Collectively, these responses demonstrate that the City complied with its MS4 obligations and that the cited violations are not supported by the facts.

V. Improvement

As the City worked through this complex development, it conducted an internal review of the events that occurred and evaluated its own performance in handling the situation. The City maintains that it successfully exercised its enforcement authority under the MS4 program and in compliance with the OKR04. The internal review identified opportunities for improvement in how similar situations are managed in the future. In particular, the City is confident it can strengthen its processes through better

documentation and better communication both internally and externally. Furthermore, the City has already developed a more consistent program to conduct project site visits, above and beyond the requirements of OKR04. These more consistent site visit schedules will be voiced to the property owners before construction begins in attempt to garner a higher expectation from the start.

Although the City documented its site visits and the enforcement actions that occurred, it recognizes that this documentation could be more standardized and detailed. The City also conducted site visits more frequently than required by OKR04, but these visits were sporadic and generally occurred on an "as-needed" basis when issues arose. Given the challenges within this development, the City believes those visits could have been more frequent and conducted on a more regular basis.

To address these concerns, the City has already taken steps to strengthen its processes, including hiring new staff members to assume many of these responsibilities. It has also updated job descriptions, reassigned certain duties among staff, and provided additional training in Stormwater Quality. In addition, the City is developing and updating Standard Operating Procedures within the Engineering and Construction Department to establish clearer expectations for documentation, site visits, and their required frequency.

Also, due to this development, the City developed and issued a Construction Activity BMP Guidance Manual in July 2023. The purpose of this manual is essentially to advise and provide a mechanism for the City to better hold the property owners and its professional team members, specifically the engineers and contractors accountable for the proper installation, operation, and routine maintenance of the BMPs employed on a construction site. If the construction plans are lacking in detail, the manual is not. Likewise, the City is currently working on agreements for all property owners, contractors, and professional engineers who must execute in order to provide us with another mechanism to hold these parties accountable to the requirements of the City's SWMP. We intend to hold meetings at the Tulsa Home Builders Association (HBA) later this summer and this fall to inform the interested parties in our change and why the change is necessary. The agreements are scheduled to be in place by the end of the calendar year.

The City is committed to continuously improving on how it manages, maintains and enforces its MS4 program.

VI. Continued Commitment to Cooperation

The City remains fully committed to protecting water quality, enforcing its ordinances, and working with DEQ to ensure continued compliancy at this private development, as well as in the rest of the MS4. The City will continue to conduct inspections, pursue enforcement, and require corrective action within its lawful authority when necessary.

The City welcomes continued dialogue with DEQ to ensure mutual understanding of responsibilities and limitations regarding private development conditions.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manage

xc: Honorable Debra Wimpee, Mayor
Mr. Kenneth D. Schwab, P.E., S.E., CFM, Assistant City Manager
Mr. Charlie Bright, P.E., Director of Engineering and Construction
Mr. Patrick Wilson, P.E., CFM, Stormwater Division Manager

Exhibit A

- **2020-09-28** – The contractor started work without an Earth Change Permit, at which time the City of Broken Arrow (City) reminded him that he needed to obtain an Earth Change Permit. Site Inspection was also performed. Road Construction began on New Orleans St. reducing access to the site. City requested a freshened construction entrance multiple times until road work was complete and afterwards.
- **2022-09-09** – Work on the stormwater system was directing the discharge into the newly created pond in the Lakes at Rabbit Run subdivision. There was also a lack of adequate perimeter controls along that property line. *Verbal warning* given to Contractor.
- **2023-01-03** – A *5 Day Corrective Action Notice* was issued on the 3rd of January for excessive tracking to New Orleans.
- **2023-04-05** – Complaints from downstream properties resulted in a *5-day Corrective Action Notice* about the discharge of sediment laden water that was affecting the pond of the Lakes @ Rabbit Run. Site stabilization per plan and OKR10 were mentioned at this time.
- **2023-05-05** – City issued a *48-hour Corrective Action Notice* requiring the installation of sediment and erosion controls as required by City of Broken Arrow Code of Ordinances and the OKR10.
- **2023-05-31** – A *24-hour Corrective Action Notice* was issued for site stabilization, inlet protection, stabilization behind the curb. Again, it was noted that the need to adhere to the City Ordinances and the OKR10.
- **2023-06-01** – A *Stop Work Order* was issued for Blocks 16-21 due to no Earth Change Permit.
- **2023-06-02** – A *48-hour Corrective Action Notice* was issued stating the developer shall follow Broken Arrow City Ordinance, OKR10 requirements, approved construction drawings.
- **2023-06-06** – *Stop Work Order* issued for Blocks 1-15.
- **2023-06-08** – Earth Change Permit was acquired for blocks 16-21. The Stop Work Order was lifted. City reminded owner/contractor to install proper BMP's.
- **2023-06-13** – During the inspection of the Retreat Lots 16-21 it was noted that the erosion and sediment controls were adequate at this time.
- **2023-06-14** – A *Stop Work Order* was issued for the Retreat Lots 1-15 at 2:15 and posted to at the entrances to the project. Contractor was notified in the field. The *Stop Work Order* included vertical construction. Permitted work to continue was franchise utilities and those BMPs required to control erosion and sediment.
- **2023-06-15** – Engineering & Construction met on site with the contractor. The contractor was installing silt fence and inlet protection. At the conclusion of the meeting, the Director of Engineering & Construction spoke with the contractor and released the Stop Work Order.
- **2023-06-19** – Stop Work order lifted, building permits and new inspections still on hold until fully compliant.
- **2023-06-23** – Inspections released due to progress. New building permits still on hold until all items in NOV addressed.
- **2023-06-26** – City Manager concurrence with new building permits on hold.
- **2023-07-14** – Holds on building permits lifted. Site appeared to be compliant. Owner given 30 days to clean sediment from Lakes at Rabbit Run Pond.
- **2023-07-25** – *Corrective Action Notice* for BMP maintenance.
- **2023-08-21** – Site inspection.

- **2023-09-01** – Site Inspection.
- **2023-09-28** – *48-hour Corrective Action Notice* issued noting sediment is starting to form a Delta in Lakes at Rabbit Run again.
- **2023-10-11** – *48-hour Corrective Action Notice*. Noted sediment is starting to form a Delta in Lakes at Rabbit Run again.
- **2023-11-09** – A *hold on Certificate of Occupancy* was placed on Blocks 1-15 in accordance with the Land Subdivision Code Section 1.8 based on the infrastructure not being accepted. The roads and storm sewers have not been accepted due to the adverse impacts from the site, erosion and sediment transport.
- **2023-11-17** – Site Inspection.
- **2024-01-23** – Correspondence from Mr. Ruhl (owner) stating they have been working on obtaining permission from the lender to perform the remediation work to the infrastructure.
- **2024 early** – Asher Homes (owner) declares bankruptcy.
- **2024-02-20** – Site inspection. No off-site discharge. Maintenance items noted.
- **2024-03** – Working with Bank (current owner) to bring site into compliance.
- **2024-04** – City informed the owner that a Change in Ownership and new NOI needs to be filed with ODEQ per the OKR10.
- **2024-04-01** – Apex Design Investments working with owner to mitigate the site.
- **2024-04-02** – *Corrective Action Notice* sent to Precision Project Management, previous owner. BMPs to be maintained.
- **2024-04-10** – Bank files Change of Ownership with ODEQ.
- **2024-04-17** – City National Bank and Trust filed and NOI with ODEQ.
- **2024-05-01** – Site inspection noting sediment leaving site into Lakes at Rabbit Run.
- **2024-06-13** – Contractor stated mitigation work was complete.
- **2024-06-18** – Site inspection noting BMP need maintenance and storm sewer system full of sediment.
- **2024-06-24** – Site inspection noting manholes are being cleaned from sediment.
- **2024-07-09** – Site inspection noting sediment in roadway, site needs stabilized in accordance with plans and OKR10, sediment discharging off site.
- **2024-07-16** – Site inspection noting sediment in roadway, site needs stabilized Sediment discharging off site.
- **2024-08-19** – Site inspection after rain event. More sediment transport occurred.
- **2024-10-10** – Site update sent to City Legal. Deficiencies included.
- **2025-01-07** – ODEQ performs a site inspection.
- **2025-02-18** – ODEQ received a complaint about the Retreat.
- **2025-02-25** – ODEQ inspects Retreat, based on 189535 report.
- **2025-03-11** – City of Broken Arrow receives 189535 report from ODEQ City of Broken Arrow forwards 189535 to bank. *City requests a summary of actions taken for site*. City states a pre-citation letter will be sent if not received by 3/15/25. Bank replies they are working on a summary and states goal is remediation of silt to the pond. Banks states they are consulting an engineer. Bank requests extension on deadline. Bank states there is a lawsuit over the property. Bank states they have a meeting scheduled with downstream residents.
- **2025-03-12** – City states bank email on 3/11/25 satisfies summary of actions.
- **2025-03-13** – Bank receives plan from engineer and are reviewing it. Bank states they are meeting with HOA and Mr. Hoffman on 3/18/25.

- **2025-03-19** – ODEQ receives second complaint ODEQ relies on 2/25/25 site visit to answer new complaint. ODEQ does not contact the City of Broken Arrow, closes complaint and forwards report to City.
- **2025-03-19** – Bank summarizes meeting with HOA and Mr. Hoffman Bank states top priority is to stop sediment transport and remove sediment from pond. Bank commits to keep HOA updated bi-weekly.
- **2025-04-29** – Bank states work is planned on the Retreat as soon as weather allows. Bank states a contractor is already in place.
- **2025-05-22** – *City contacts bank and states citation will be issued* next week if no action is taken and no written plan received.
- **2025-06-03** – *City issues citation* to bank care of Brian Humpfrey Citations turned over to City Legal to deliver. Court date tentatively set for 6/24/25 found out later citation not delivered.
- **2025-06-05** – Banks informs City Brian Humphrey is not longer wit the bank and correspondences should continue through their attorney.
- **2025-07-01** – *City Legal Department coordinating with Bank's attorney*.
- **2025-07-22** – E&C receives remediation plan.
- **2025-10-08** – ODEQ receives a third complaint.
- **2025-10-10** – ODEQ inspects the site City did not receive this site inspection or report.
- **2025-10-15** – *City of Broken Arrow issues citation to City National Bank and Trust* care of Doug Stephens, President. Sent Certified mail to bank.
- **2025-11-18** – NET stamped remediation plan sent to City Legal.
- **2025-11-18** – *Bank appears before Broken Arrow Municipal Court with their Legal Counsel.*
- **2025-12-23** – ODEQ requested City's inspection reports and enforcement actions. City replied and stated the files will be sent in January 2026 dues to the holidays and vacations. ODEQ stated that is good.
- **2026-01-12** – ODEQ, City and HOA held meeting.
- **2026-01-21** – City Sent ODEQ the requested documentation.
- **2026-02-04** – ODEQ sent an NOV to Bank. City requests a copy of NOV for records. ODEQ stated it will forward after the Bank receives NOV.
- **2026-03-03** – City receives a copy of ODEQ NOV to the Bank. *City discusses issuing another citation.*
- **2026-03-10** – *City meeting Bank's contractor on site.* Contractor begins remediation.
- **2026-04-25** – ODEQ forwards complaint 190070to City.
- **2026-04-26** – Site inspection & Report.
- **2026-05-15** – ODEQ issues NOV to City of Broken Arrow.
- **2026-05-20** – City receives NOV.
- **2026-05-26** – Site inspection & Report.
- **2026-06-01** – Site inspection & Report.

City of Broken Arrow

Request for Action

File #: 26-981, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

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

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

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

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

- Professional Consultant Services Agreement to perform professional survey services for the Oliver Middle School Drainage Improvements - Tulsa Engineering and Planning Associates Inc.
- Professional Consultant Services Agreement to perform professional survey services near Village Square III and Consignment Furniture parking lot at Washington and Elm - Tulsa Engineering and Planning Associates, Inc.
- Professional Consultant Services Agreement to perform geotechnical services at the Park at Adams Creek Reserve F for design of outlet structure improvements - Building and Earth

Cost: $7,200.00

$4,200.00

$5,990.00

Funding Source: Stormwater Professional Services

2018 General Obligation Bond

2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: 20260619-SurveyShortAgreement.Executed-SW26220
20260629-SurveyAgreement.Executed-SW26250
20260709-GeotechAgreement.Executed-SW26210

Recommendation:
No Action Required

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26220

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Tulsa Engineering and Planning Associates, Inc.

b. Telephone No.: 918.252.9621

c. Address: 9810 E. 42nd St., Suite 100, Tulsa, OK

2. PROJECT TITLE AND LOCATION: OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS LOCATED AT OLIVER MIDDLE SCHOOL LOCATED AT 3000 W. NEW ORLEANS ST. S. AND WOLF CREEK ELEMENTARY SCHOOL ON THE NORTH SIDE OF THE PROPERTIES.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Seven Thousand Two Hundred and No/100 ($7,200.00) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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.

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

City of Broken Arrow, a municipal corporation:

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

Date: 6-18-26

Attest: Curtis Green
City Clerk [Seal]

Date: 6/18/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Tulsa Engineering and Planning Associates, Inc.

By: Russell K. Fischer

Name: Russell K. Fischer
Title: President

Date: 06/16/26

Attest:
By: Kirk Richardson

Name: Kirk Richardson
Title: Secretary/Treasurer

Date: 06/16/26

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 16th day of June 2026, personally appeared Russell K. Fischer, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Company 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.

Jack Taber
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26220

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services located on the north side of Oliver Middle School and Wolf Creek Elementary school that drains north into the Rushbrooke Subdivision. Services performed to include a full topographic survey within the limits shown in Attachment B, approximately 5.4 acres. 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:

1.2. The Professional Service Provider shall provide a full topographic survey of approximately within the limits shown in Attachment B. Professional Surveying services shall also include:

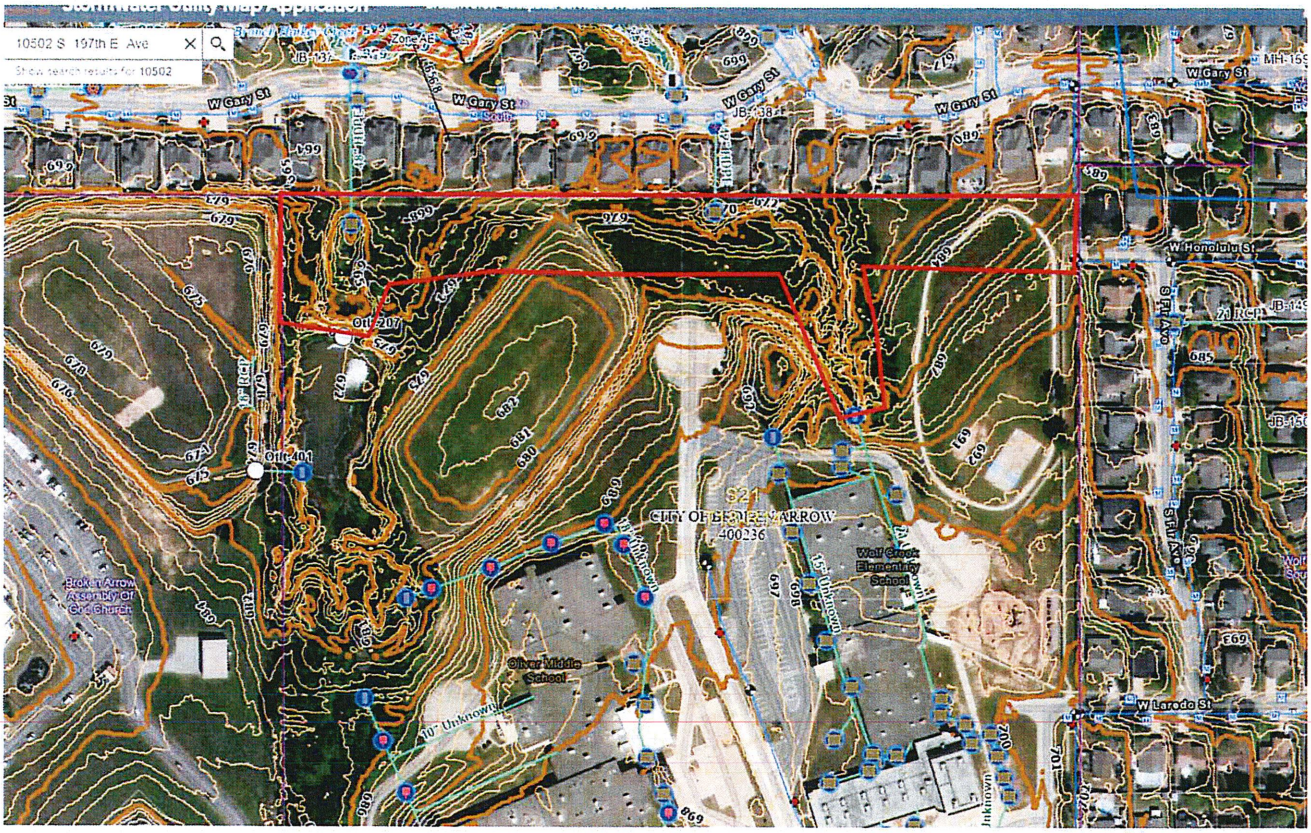
- The survey will be completed with GPS/total station survey equipment
- The horizontal survey control will be Oklahoma State Plane – North Zone, and the vertical datum will be NAVD 1988
- Electronic files in AutoCAD 2013 or newer will be submitted at the completion of the work
- The survey will meet the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors
- Establish two (2) control points, and one (1) benchmark, minimum
- Include utilities, both City and franchiese (water, sanitary sewer, electric, gas telephone/cable. Etc.) Inlcude all visible drainage structures and flow lines, and visible and marked utilities. (TEP will place OKIE811 locate requests for the project area)

- The survey will include the depiction of apparent property boundaries based on available record plats, subdivision information, and field evidence, including the location of found monuments where available.
- Contours at 1.0' minimum density.
- Site plan document scale: 1"=10'

3.1 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]

ATTACHMENT B
Survey Limits



CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Tulsa Engineering and Planning Associates, Inc.

b. Telephone No.: 918.252.9621

c. Address: 9810 E. 42nd St., Suite 100 Tulsa, Oklahoma 74146

2. PROJECT TITLE AND LOCATION: VILLAGE SQUARE III DRAINAGE IMPROVEMENTS LOCATED AT THE SOUTHWEST CORNER OF S. WASHINGTON ST. AND ELM ST. IN THE CONSIGNMENT FURNITURE PARKING LOT.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Four Thousand Two Hundred and No/100 ($4,200) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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 D. Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 06-29-26

Attest: Curtis Green
City Clerk [Seal]

Date: 6/29/2026

Professional Service Provider:
Company

By: Russell K. Fischer

Name: Russell K. Fischer, P.E., CFM
Title: President

Date: 06/23/26

Attest:
By: Kirk Richardson

Name: Kirk Richardson
Title: Secretary/Treasurer

Date: 06/23/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 23rd day of June 2026, personally appeared Russell K. Fischer, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Village Square II and the Consignment Furniture Parking Lot located at the southwest corner of Washington St. and Elm Pl. Services performed to include a full topographic survey as shown in Attachment B. 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 full topographic survey as shown in Attachment B. Professional Surveying services shall also include:

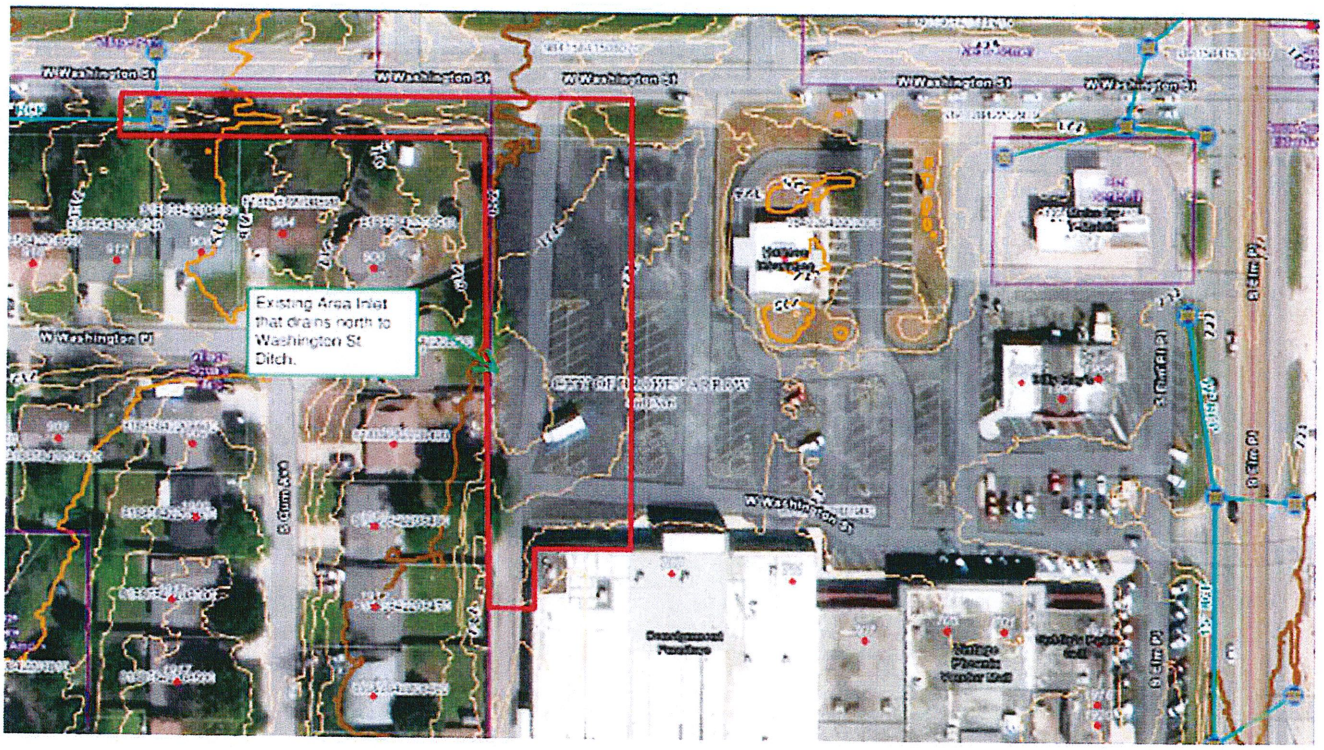
- Survey will be completed with GPS and total station survey equipment.
- The horizontal survey control will be Oklahoma State Plane – North Zone, and the vertical datum will be NAVD 1988
- Electronic files in AutoCAD 2013 or newer will be submitted at the completion of work
- The survey will meet the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors
- Establish two control points, minimum
- Establish one benchmark, minimum
- Include utilities, both City and franchise (water, sanitary sewer, electric, gas, telephone/cable, etc.) Include all visible drainage structures and flow lines, and visible and marked utilities. (tep will place OKIE811 locate requests for the project area)
- Include property lines and existing easements
- Contours at 1.0' minimum density

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
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

ATTACHMENT B



CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Building & Earth Sciences, LLC

b. Telephone No.: 918.439.9005

c. Address: 1403 S. 70th E. Ave. Tulsa, Oklahoma, 74112

2. PROJECT TITLE AND LOCATION: PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE IMPROVEMENTS LOCATED ADJACENT TO DICK'S SPORTING GOODS NORTH OF ALBANY DRIVE.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand Nine Hundred Ninety and No/100 ($5,990.00) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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 D. Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 07-09-26

Attest: Curtis Green
City Clerk [Seal]

Date: 7/9/2026

Professional Service Provider:
Building & Earth Sciences, LLC

By:

Name: Marco Vicente Silvestre, PG, PE

Title: Regional VP | Principal

Date: July 8, 2026

Attest:
By:

Name: Spencer Harris, PG

Title: Branch Manager

Date: July 8, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

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

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

Before me, a Notary Public, on this 8 day of July 2026, personally appeared Marco Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical and Related Support Services associated with The Park at Adams Creek Reserve F in Broken Arrow. Services performed to include boring on the west and east side of the creek leaving Reserve F on the north side of the property. 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 geotechnical report to determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed outlet structure construction. The information gathered from the exploration will be evaluated to determine suitable bearing materials and allowable bearing capacity for the proposed outlet structure. The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed outlet structure construction. The subsurface exploration will consist of (2) test borings, one on each end of the wall. B-01 to be sampled to a max depth of 20 ft. and HB-01 to be sampled to a max depth between 10 to 15 ft. See attached Attachment B for location of borings. A report shall also be provided that will address the following items:

- Summary of existing surface conditions
- A description of the subsurface conditions encountrered at the boring location
- A description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results
- Recommendations to be used for foundation design, including appropriate bearing material types, bearing pressure, and depth.

- Presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate.

Professional services provider will contact OKIE811 line location service prior to drilling to reduce the chance of disturbing underground utilities.

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
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

ATTACHMENT B

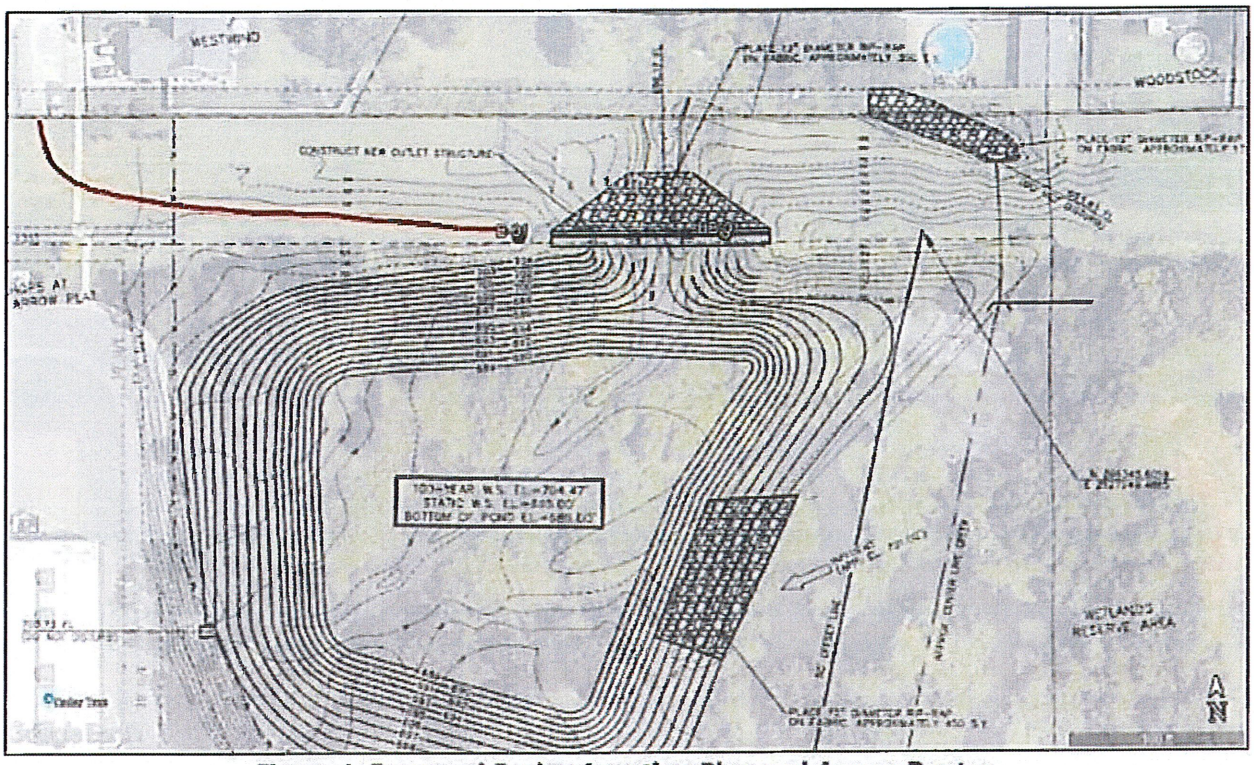


Figure 1: Proposed Boring Location Plan and Access Routes

City of Broken Arrow

Request for Action

File #: 26-994, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Approval of and authorization to execute Change Order #1 with Scissor Tail Construction LLC for the Grain Silo Improvements project (2417300)

Background:

The Grain Silo Improvements project will repaint the outside of the grain silo.

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

- Remove and demo gates, exterior ladder, and landing on Silo; Paint newly installed conduit same color as body of silo; Paint garage doors same color as body; Railroad Safety Training for Scissortail and subs; Replace walk door and add security locks; and add a stencil for additional logo

- There is a 5-day change in contract time.

The total cost for Change Order #1 amounts to $21,108.20

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	$21,108.20
Total Cost of Change Orders:	$21,108.20
Original Contract Amount:	$169,938.00
Revised Contract Amount:	$191,046.20
Percent Change in Contract:	12.42%
Applicable to Comp. Bid Act:	12.42%

Cost: $21,108.20

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: COBA SILO CO signed

Recommendation:
Approve and authorize execution of Change Order #1 with Scissor Tail Construction LLC for the Grain Silo Improvements project (2417300)

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 #1

Project Name: Grain Silo Improvements | Project Number: 2417300

PO Number: 22602629 | Date of Application: Tuesday, June 23, 2026

Contractor: Scissor Tail Construction, LLC | Submitted By: Eric Feemster

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

1) Remove/Demo Gates, Exterior Ladder, and Landing on Silo
2) Paint newly installed conduit same color as body of silo (white)
3) Paint garage doors same color as body (white)
4) Railroad Safety Training for STC and subs
5) Replace walk door and add security locks
6) 9'8x16' Stencil for additional logo

Change in Contractual Project Time:

1) 5 days
2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Remove/Demo Gates, exterior ladder, and Landing plus 15% markup for GC performed	LS	$ 8,510.00	1	$ 8,510.00
2		Paint newly installed conduit white plus 10% markup	LS	$ 645.70	1	$ 645.70
3		Paint garage doors same color as body plus 10% m	LS	$ 1,375.00	1	$ 1,375.00
4		Railroad Safety Training	LS	$ 375.00	1	$ 375.00
5		Replace walk door/add security locks plus 15% markup	LS	$ 4,427.50	1	$ 4,427.50
6		Stencil for additional Logo plus 10% markup	LS	$ 5,775.00	1	$ 5,775.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 169,938.00
Current Change Order:	$ 21,108.20	Amended Contract Amount:	$ 191,046.20
Total Cost of Change Orders:	$ 21,108.20	Percent Change in Contract:	12.42%
Total Cost Applicable to CBA:	$ 21,108.20	Percent Change Applicable to CBA:	12.42%

Change Order Authorization

Change Order # 1 in the sum of: $ 21,108.20 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Ben Deacon		7/8/26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	7/9/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	7/9/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	7/10/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

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

or

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

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-1006, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Ratification of the Claims List Check Register Dated June 30, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from June 09, 2026 through June 30, 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 $8,587,658.30 for the various funds.

Governmental Funds	$5,940,156.21
BAMA	$2,595,145.96
BAEDA	$ 52,356.13
Total	$8,587,658.30

A summary by funds and detail are attached.

Cost: $5,940,156.21

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated June 30, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 06/30/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	351,424.71	1,056
220	BA MUNICIPAL AUTHORITY	2,595,145.96	1,447
226	STORMWATER CAPITAL IN LIEU OF	124,165.64	1
227	CVB-HOTEL MOTEL	55,528.28	45
329	VEHICLE REPLACEMENT FUND	115,966.70	8
330	SALES TAX CAPITAL IMPROVEMENT	1,232,649.45	21
331	POLICE ENHANCEMENTS	8,972.02	1
332	PARK & REC CAP IMPROV	45,136.00	1
341	ALCOHOL ENFORCEMENTS	38,520.00	1
342	STREET LIGHT FUND	39,069.20	18
343	STREET SALES TAX FUND	718,623.39	36
344	PS SALES TAX POLICE	349,847.59	579
345	PS SALES TAX FIRE	169,262.61	346
349	OPIOID SETTLEMENT FUND	279.98	1
592	2014 BOND ISSUE	125.00	1
593	2018 BOND ISSUE	2,570,213.91	23
660	WORKERS COMPENSATIONS	97,758.51	11
661	GROUP HEALTH AND LIFE	13,375.22	4
882	AGENCY FUND DEPOSITS	9,238.00	9
887	ECONOMIC DEVELOP AUTHORTY	52,356.13	4
Total		8,587,658.30	3,613

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06/10/2026	202821	5177	COMMERCE BANK	MAY 26 ANALYSIS FEE		1101501 |540280|		2026/12	1,139.25
						Total For Check # 202821			**1,139.25**
06/11/2026	202816	826	LOWES	971319	BLANKET PO FOR MISC. ITEMS	1105300 |560230|		2026/12	13.26
				977425	BLANKET PO FOR MISC. ITEMS	1106003 |560700|		2026/12	100.60
				993320	BLANKET PO FOR MISC. ITEMS	1106003 |560700|		2026/12	-20.58
				993234	BLANKET PO FOR MISC. ITEMS	1106003 |560700|		2026/12	20.58
				993309	BLANKET PO FOR MISC. ITEMS	1106003 |560700|		2026/12	303.68
				993748	BLANKET PO FOR MISC. ITEMS	1106000 |560180|		2026/12	75.98
				994192	BLANKET PO FOR MISC. ITEMS	1106003 |560700|		2026/12	283.73
				971300	BLANKET PO FOR MISC. ITEMS	1106000 |560180|		2026/12	48.88
				976546	BLANKET PO FOR MISC. ITEMS	1106001 |560180|		2026/12	74.95
				978332	BLANKET PO FOR MISC. ITEMS	1106000 |560180|		2026/12	111.54
				995689	BLANKET PO FOR MISC. ITEMS	1106000 |560180|		2026/12	16.82
						Total For Check # 202816			**1,029.44**
06/11/2026	339601	183	CLEET	MAY 2026	MAY 2026 TOWN AND MUNICIPAL	110 |449010|		2026/12	-17.00
						Total For Check # 339601			**-17.00**
06/11/2026	339602	4479	DAVID GRAHAM PARKER	MLG 06022026	MILEAGE /TOLL REIMB COBA	1101010 |550030|		2026/12	21.61
						Total For Check # 339602			**21.61**
06/11/2026	339603	5748	DONALD FAHRENHOLTZ	EMP 06092026	EMPLOYEE CITIZEN ACTIVITY	1106005 |550890|		2026/12	96.13
						Total For Check # 339603			**96.13**
06/11/2026	339604	5741	JAMES WALTERS	MLG 06032026	MILEAGE REIMB WAGONER COUNTY	1101010 |550030|		2026/12	39.66
						Total For Check # 339604			**39.66**
06/11/2026	339605	624	NORMAN STEPHENS	EMP 05172026	EMPLOYEE REIMB MAY 17-20, 2026	1101300 |550030|		2026/12	336.76
				PDR 05172026	PER DIEM UBERS AND BAGGAGE FEES	1101300 |550030|		2026/12	258.00
						Total For Check # 339605			**594.76**
06/11/2026	339606	835	STATE OF OKLAHOMA	MAY 2026	MAY 2026 MUNICIPAL COURT REPORT	110 |449010|		2026/12	-122.33
						Total For Check # 339606			**-122.33**
06/11/2026	339607	999900	OTP - AR REFUNDS	106559855	REFUND FOR CANCELLED POOL	110 |229090|		2026/12	500.00
						Total For Check # 339607			**500.00**

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06/11/2026	339612	999905	OTP - TORT CLAIMS	TRT1812.2026	TORT CLAIM FOR LEAK DETECTION	1101700 |550090|		2026/12	305.00
						Total For Check # 339612			**305.00**
06/11/2026	339636	1092	WESTLAKE HARDWARE INC	8039128	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/12	-135.92
				8039124	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/12	167.04
						Total For Check # 339636			**31.12**
06/11/2026	339638	149	AMERICAN ELECTRIC	308-466-0-4 06012026	FY26 ANNUAL AGREEMENT 950-308-466-	1106000 |550400|		2026/12	77.43
				550-797-0-3 06012026	FY26 ANNUAL AGREEMENT 958-850-797-	1106000 |550410|		2026/12	167.93
				058-747-0-7 06012026	FY26 ANNUAL AGREEMENT 959-058-747-	1106000 |550410|		2026/12	236.19
						Total For Check # 339638			**481.55**
06/11/2026	339641	4935	AMAZON.COM SALES INC	19FQ-NRL6-3C9G	Time capsules	1101700 |560230|		2026/12	809.44
				11HD-WYY3-XQHQ	IT Network Supplies	1101200 |560230|		2026/12	-139.60
				1LYC-FRV9-9FDM	SD card and screen protector for Comms	1101310 |560230|		2026/12	7.99
				111J-9R6Q-DWPM	ITEM: Optiazure Thermal Laminating	1101400 |560030|		2026/12	30.39
				11JC-6FC6-9YRQ	Office Supplies	1101102 |560030|		2026/12	42.49
				13CK-FD6G-Y1FR	Office Supplies	1101102 |560030|		2026/12	37.05
				13CK-FD6G-Y1FR	Office Supplies	1101102 |560230|		2026/12	17.71
				1GPQ-MLMV-9C14	ink pens and air freshener	1101315 |560030|		2026/12	14.80
				13PV-L3TF-LKFF	ITEM: Westcott 8” Titanium Bonded	1105300 |560030|		2026/12	29.38
				1GRD-MHNV-QLY4	ITEM: Energizer AA and AAA Batteries, 48	1101400 |560030|		2026/12	33.79
				1NWK-XGXH-W4F1	ITEM: Westcott 8” Titanium Bonded	1105300 |560030|		2026/12	7.18
				1NWK-XGXH-W4F1	ITEM: Westcott 8” Titanium Bonded	1105315 |560230|		2026/12	39.76
				1NWK-XGXH-W4F1	ITEM: Westcott 8” Titanium Bonded	1105315 |560240|		2026/12	278.39
				1TPL-6YQH-R4LJ	Office Supplies & Sign Shop UPS mount	1105315 |560230|		2026/12	36.84
				1PDL-GLCM-9JY1	REQ BY ABIGAIL	1101010 |560280|		2026/12	99.90
				1PNT-913P-DJH9	Office Supplies	1101102 |560030|		2026/12	72.96
						Total For Check # 339641			**1,418.47**
06/11/2026	339642	1372	AMERICAN DOCUMENT	202069	202069	1101102 |530870|		2026/12	60.00
						Total For Check # 339642			**60.00**
06/11/2026	339644	1007	AMERICAN SERVICES INC.	5128	5128	1106000 |540280|		2026/12	1,073.05
						Total For Check # 339644			**1,073.05**
06/11/2026	339650	885	ATWOOD DISTRIBUTING LP	3852	BLANKET PO SAFETY SHOES & MISC	1101700 |560180|		2026/12	68.91
				3862	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/12	32.99

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				3871	BLANKET PO SAFETY SHOES & MISC	1106000 |560300|		2026/12	38.98
				3879	BLANKET PO SAFETY SHOES & MISC	1106000 |560210|		2026/12	1.05
				3880	BLANKET PO SAFETY SHOES & MISC	1106000 |560300|		2026/12	15.98
				3881	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/12	30.97
				3874	BLANKET PO SAFETY SHOES & MISC	1106003 |560230|		2026/12	28.97
				3882	BLANKET PO SAFETY SHOES & MISC	1106000 |560310|		2026/12	7.99
				3887	BLANKET PO SAFETY SHOES & MISC	1105300 |560180|		2026/12	43.98
						Total For Check #	**339650**		**269.82**
06/11/2026	339651	507	BEN E KEITH-OKLAHOMA	57087207	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,326.05
				57156081	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,432.76
						Total For Check #	**339651**		**2,758.81**
06/11/2026	339653	4669	BLACKHAWK INDUSTRIAL	910339	HARDWARE & HEX NUT- FOR CODY	1105315 |560360|		2026/12	195.00
						Total For Check #	**339653**		**195.00**
06/11/2026	339654	4674	BOOT BARN INC	INV00609435	BLANKET PO - BOOT BARN	1106000 |560100|		2026/12	200.00
						Total For Check #	**339654**		**200.00**
06/11/2026	339656	1330	BRINK'S INCORPORATED	8611160	8611160	1106002 |550280|		2026/12	416.79
				8611160	8611160	1106002 |550280|		2026/12	416.79
				8611160	8611160	1101800 |550280|		2026/12	1,431.27
						Total For Check #	**339656**		**2,264.85**
06/11/2026	339658	20	BROKEN ARROW LAWN &	135450	BLANKET PO FOR MISC	1106000 |560310|		2026/12	37.99
						Total For Check #	**339658**		**37.99**
06/11/2026	339663	4566	CENTERLINE SUPPLY INC.	ORD0173426	FLEXI SIGN AND PRINT 24 5YR TERM	1105315 |540550|		2026/12	2,715.00
				ORD0171873	Liner and OMNI Material	1105315 |560360|		2026/12	2,690.00
						Total For Check #	**339663**		**5,405.00**
06/11/2026	339666	37	CINTAS CORPORATION	5339928204	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/12	72.47
				5339394412	BLANKET PO FOR ALL DEPARTMENT	1106005 |560230|		2026/12	36.10
				9374793301	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374751387	BLANKET PO FOR ALL DEPARTMENT	1101400 |540330|		2026/12	48.41
				9374740743	BLANKET PO FOR ALL DEPARTMENT	1101315 |540330|		2026/12	50.00
				9374860842	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374751385	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00

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				9374855961	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374854508	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374855804	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	297.00
				9374859358	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	198.00
				9374854523	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	198.00
				9374833823	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374817900	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374809069	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374852712	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374839841	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374810049	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374824965	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
				9374740735	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
						Total For Check #	**339666**		**2,186.98**
06/11/2026	339667	1391	CLEAN THE UNIFORM CO	52191615	52191615	1106005 |540310|		2026/12	10.15
				52191615	52191615	1101700 |540330|		2026/12	9.79
				52192729	52192729	1106005 |540310|		2026/12	10.15
				52192729	52192729	1101700 |540330|		2026/12	24.49
				52195443	52195443	1106000 |540310|		2026/12	121.59
				52195443	52195443	1106000 |540330|		2026/12	0.34
				52194952	52194952	1106000 |540310|		2026/12	33.04
				52194952	52194952	1106003 |540310|		2026/12	45.59
				52196078	52196078	1101700 |540330|		2026/12	6.08
				52196546	52196546	1105315 |540310|		2026/12	19.57
				52196546	52196546	1105300 |540310|		2026/12	143.58
				52196546	52196546	1105300 |540330|		2026/12	13.49
				52196548	52196548	1105310 |540310|		2026/12	130.98
						Total For Check #	**339667**		**568.84**
06/11/2026	339668	5323	COLUMN SOFTWARE PBC	9B37CAF5-0117	9B37CAF5-0117	1101410 |550050|		2026/12	247.89
				9B37CAF5-0118	9B37CAF5-0118	1101410 |550050|		2026/12	192.96
				F52LRWTU-0007	F52LRWTU-0007	1101700 |550050|		2026/12	108.96
				F52LRWTU-0006	F52LRWTU-0006	1101700 |550050|		2026/12	78.07
						Total For Check #	**339668**		**627.88**
06/11/2026	339672	4280	DE LAGE LANDEN FINANCIAL	590257474	SHI Commvault DeLage	1101200 |540550|		2026/12	29,105.32
						Total For Check #	**339672**		**29,105.32**

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06/11/2026	339673	4603	DONALD M WRIGHT	423 05302026	423 MAY PERFORMANCE	1101400 |540280|		2026/12	200.00
						Total For Check # 339673			**200.00**
06/11/2026	339680	5370	MCPHERRIN ENTERPRISES CO	6-205036A	8 character heads for Rooster Days Parade	1101700 |560230|		2026/12	643.07
						Total For Check # 339680			**643.07**
06/11/2026	339687	4342	GRAND TRUCK EQUIPMENT CO	260170	UNIT 2409 - JEFF	1105300 |540200|		2026/12	450.00
						Total For Check # 339687			**450.00**
06/11/2026	339688	1244	GRANICUS, INC.	230818	230818	1101800 |540550|		2026/12	3,541.39
						Total For Check # 339688			**3,541.39**
06/11/2026	339695	5440	HHM FACILITY MANAGEMENT,	169816	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	13.35
				169816	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	19.68
				169816	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	32.45
				169817	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	67.70
				169817	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	99.80
				169817	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	164.53
				169830	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	112.83
				169830	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	166.32
				169830	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	274.21
				169829	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	13.16
				169829	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	19.41
				169829	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	31.99
				169828	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	83.15
				169828	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	137.11
				169828	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	56.42
				169827	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	15.04
				169827	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	22.18
				169827	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	36.56
				169826	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	9.03
				169826	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	13.31
				169826	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	21.94
				169825	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	186.18
				169825	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	274.42
				169825	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	452.45
				169824	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	47.01

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				169824	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	69.32
				169824	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	114.25
				169823	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	37.61
				169823	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	55.45
				169823	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	91.40
				169822	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	36.11
				169822	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	53.22
				169822	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	87.75
				169821	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	21.06
				169821	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	31.05
				169821	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	51.19
				169820	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	4.89
				169820	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	7.21
				169820	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	11.88
				169819	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	52.66
				169819	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	77.61
				169819	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	127.97
				169818	CUSTODIAL BID# 25.161	1105300 |540070|		2026/12	60.18
				169818	CUSTODIAL BID# 25.161	1101700 |540280|		2026/12	88.70
				169818	CUSTODIAL BID# 25.161	1106002 |540280|		2026/12	146.25
						Total For Check #	**339695**		**3,595.99**
06/11/2026	339702	23 J D YOUNG COMPANY INC		1336363	LEASE 06/2026 & USAGE 05/2026	1101010 |540330|		2026/12	217.58
				1336363	LEASE 06/2026 & USAGE 05/2026	1101102 |540330|		2026/12	186.02
				1336363	LEASE 06/2026 & USAGE 05/2026	1101200 |540330|		2026/12	181.66
				1336363	LEASE 06/2026 & USAGE 05/2026	1101315 |540330|		2026/12	93.45
				1336363	LEASE 06/2026 & USAGE 05/2026	1101400 |540330|		2026/12	321.95
				1336363	LEASE 06/2026 & USAGE 05/2026	1101415 |540330|		2026/12	94.06
				1336363	LEASE 06/2026 & USAGE 05/2026	1101700 |540330|		2026/12	217.58
				1336363	LEASE 06/2026 & USAGE 05/2026	1101800 |540330|		2026/12	306.66
				1336363	LEASE 06/2026 & USAGE 05/2026	1105300 |540330|		2026/12	176.68
				1336363	LEASE 06/2026 & USAGE 05/2026	1106000 |540330|		2026/12	264.28
				1336363	LEASE 06/2026 & USAGE 05/2026	1106002 |540330|		2026/12	269.26
				1336363	LEASE 06/2026 & USAGE 05/2026	1101010 |540550|		2026/12	70.56
				1336363	LEASE 06/2026 & USAGE 05/2026	1101102 |540550|		2026/12	424.16
				1336363	LEASE 06/2026 & USAGE 05/2026	1101200 |540550|		2026/12	7.54
				1336363	LEASE 06/2026 & USAGE 05/2026	1101315 |540550|		2026/12	26.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1101400 |540550|		2026/12	61.46

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				1336363	LEASE 06/2026 & USAGE 05/2026	1101415 |540550|		2026/12	83.71
				1336363	LEASE 06/2026 & USAGE 05/2026	1101700 |540550|		2026/12	38.05
				1336363	LEASE 06/2026 & USAGE 05/2026	1101800 |540550|		2026/12	198.66
				1336363	LEASE 06/2026 & USAGE 05/2026	1105300 |540550|		2026/12	84.17
				1336363	LEASE 06/2026 & USAGE 05/2026	1106000 |540550|		2026/12	31.58
				1336363	LEASE 06/2026 & USAGE 05/2026	1106002 |540550|		2026/12	77.86
				1336363	LEASE 06/2026 & USAGE 05/2026	1101010 |560230|		2026/12	2.80
				1336363	LEASE 06/2026 & USAGE 05/2026	1101102 |560230|		2026/12	5.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1101200 |560230|		2026/12	5.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1101315 |560230|		2026/12	2.74
				1336363	LEASE 06/2026 & USAGE 05/2026	1101400 |560230|		2026/12	5.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1101415 |560230|		2026/12	2.73
				1336363	LEASE 06/2026 & USAGE 05/2026	1101700 |560230|		2026/12	2.73
				1336363	LEASE 06/2026 & USAGE 05/2026	1101800 |560230|		2026/12	5.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1105300 |560230|		2026/12	5.70
				1336363	LEASE 06/2026 & USAGE 05/2026	1106000 |560230|		2026/12	8.32
				1336363	LEASE 06/2026 & USAGE 05/2026	1106002 |560230|		2026/12	8.32
						Total For Check #	**339702**		**3,489.77**
06/11/2026	339705	5131	KEVIN BEHE	16425	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.34
				16425	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
				16425	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
				16425	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
				16425	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
				16425	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
				16495	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.36
				16495	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
				16495	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
				16495	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
				16495	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
				16495	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
				16494	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.34
				16494	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
				16494	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
				16494	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
				16494	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
				16494	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
				16493	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.36

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			16493	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16493	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16493	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16493	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
			16493	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
			16492	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.34
			16492	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16492	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16492	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16492	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
			16492	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
			16491	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.37
			16491	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16491	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.95
			16491	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16491	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
			16491	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
			16489	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.47
			16489	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.58
			16489	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.24
			16489	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.17
			16489	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.48
			16489	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.62
			16490	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.48
			16490	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.58
			16490	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.24
			16490	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.17
			16490	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.48
			16490	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.62
			16488	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.37
			16488	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16488	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16488	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16488	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.90
			16488	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
			16468	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.30
			16468	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
			16468	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76

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			16468	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.33
			16468	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
			16468	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
			16470	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.35
			16470	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16470	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16470	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16470	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
			16470	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
			16469	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.37
			16469	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16469	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.95
			16469	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16469	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.90
			16469	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
			16472	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.36
			16472	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.98
			16472	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16472	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16472	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
			16472	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
			16473	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.24
			16473	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.19
			16473	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.57
			16473	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.00
			16473	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.14
			16473	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.28
			16474	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.44
			16474	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.38
			16474	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.15
			16474	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.00
			16474	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.29
			16474	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.57
			16471	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.44
			16471	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.38
			16471	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.15
			16471	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.00
			16471	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.29

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			16471	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.57
			16476	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.22
			16476	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.19
			16476	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.57
			16476	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.00
			16476	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.14
			16476	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.29
			16475	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.44
			16475	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.38
			16475	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.15
			16475	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.00
			16475	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.29
			16475	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.57
			16477	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.47
			16477	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.58
			16477	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.24
			16477	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.17
			16477	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.48
			16477	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.62
			16478	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.44
			16478	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.38
			16478	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.15
			16478	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.00
			16478	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.29
			16478	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.57
			16479	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.30
			16479	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
			16479	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76
			16479	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.34
			16479	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
			16479	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
			16482	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.48
			16482	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	2.58
			16482	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.24
			16482	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.17
			16482	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	2.48
			16482	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.62
			16481	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.30

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			16481	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
			16481	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76
			16481	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.33
			16481	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
			16481	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
			16480	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.29
			16480	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
			16480	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76
			16480	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.34
			16480	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
			16480	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
			16484	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.97
			16484	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	5.16
			16484	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	2.48
			16484	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	4.34
			16484	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	4.95
			16484	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	1.23
			16483	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.37
			16483	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.99
			16483	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
			16483	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
			16483	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.90
			16483	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.47
					Total For Check #	**339705**		**205.99**
06/11/2026	339706	124 KIMS INTERNATIONAL	0156932-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/12	65.47
			0156994-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/12	162.16
			0157073-IN	BLANKET PO - MISC. FITTINGS	1105315 |560230|		2026/12	149.06
					Total For Check #	**339706**		**376.69**
06/11/2026	339711	499 LESLIES POOL SUPPLIES INC	00727-02-098753	Blanket PO for Parks	1106002 |560340|		2026/12	82.94
			00727-02-098702	Blanket PO for Parks	1106002 |560340|		2026/12	90.98
			00727-02-098772	Blanket PO for Parks	1106002 |560330|		2026/12	402.85
					Total For Check #	**339711**		**576.77**
06/11/2026	339713	131 LOCKE SUPPLY COMPANY	57847904-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/12	8.34
			58387588-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/12	16.48
			58409588-00	BLANKET PO FOR PLUMBING &	1101700 |560180|		2026/12	8.11

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				58395059-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/12	13.38
				58398437-00	BLANKET PO FOR PLUMBING &	1106001 |560180|		2026/12	29.22
				58334100-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/12	43.02
						Total For Check # 339713			**118.55**
06/11/2026	339720	3574	MIRAMAR TRAFFIC & PARKING	8611	Stock Blanks	1105315 |560360|		2026/12	1,771.40
						Total For Check # 339720			**1,771.40**
06/11/2026	339725	25	NAPA AUTO PARTS	26710	1226774001	1105300 |560200|		2026/12	36.50
				26710	1226774002	1105300 |560200|		2026/12	36.50
				26710	1226964002	1105300 |560200|		2026/12	198.88
				26710	1231612000	1105300 |560200|		2026/12	59.99
				26710	1231614000	1105300 |560200|		2026/12	61.10
				26710	1231615000	1105300 |560200|		2026/12	62.21
				26710	1231616000	1105300 |560200|		2026/12	56.66
				26710	2314415001	1105300 |560200|		2026/12	5.66
				26710	A6623214000	1105300 |560200|		2026/12	422.15
				26711	PC3Z1A189H	1106000 |560190|		2026/12	74.33
				26711	200905	1106000 |560200|		2026/12	20.38
				26711	7151	1106000 |560200|		2026/12	15.05
				26711	300458	1106000 |560200|		2026/12	49.89
				26711	230266	1106000 |560200|		2026/12	10.91
				26711	15W40BULK	1106000 |560210|		2026/12	84.20
				26712	529187	1105300 |560200|		2026/12	74.44
				26717	NPB21	1105300 |560200|		2026/12	8.12
				26719	700989	1106000 |560200|		2026/12	50.04
				26719	3186	1106000 |560200|		2026/12	38.72
				26719	IC400	1106000 |560200|		2026/12	305.68
				26723	100290	1101102 |560200|		2026/12	4.25
				26723	115	1101102 |560210|		2026/12	15.50
				26723	5W30BULK	1101102 |560210|		2026/12	19.05
				26731	IC400	1106000 |560200|		2026/12	-229.26
				26733	26PB	1105300 |560230|		2026/12	20.86
				26734	95897	1106000 |560200|		2026/12	9.48
				26734	1356	1106000 |560200|		2026/12	4.25
				26734	122377	1106000 |560210|		2026/12	15.92
				26737	1663	1105300 |560200|		2026/12	9.58
				26737	702360	1105300 |560200|		2026/12	9.71

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				26737	7083177	1105300 |560200|		2026/12	36.91
				26737	6932	1105300 |560200|		2026/12	32.41
				26737	7356	1105300 |560200|		2026/12	4.25
				26737	7060	1105300 |560200|		2026/12	4.25
				26737	5W30BULK	1105300 |560210|		2026/12	22.86
				26738	9005N	1105300 |560200|		2026/12	8.10
				26739	80078	1105300 |560230|		2026/12	9.57
				26741	1089026	1106000 |560200|		2026/12	174.23
				26752	9080L	1105315 |560230|		2026/12	15.56
				26752	3457	1105315 |560230|		2026/12	13.72
				26752	26PB	1105315 |560230|		2026/12	10.43
				26752	AHDWMPHDC1	1105315 |560230|		2026/12	15.86
				26752	49009	1105315 |560230|		2026/12	20.56
				26754	9080XL	1106000 |560230|		2026/12	15.56
				26755	200386	1106000 |560200|		2026/12	22.68
				26757	1231612000	1105300 |560200|		2026/12	59.99
						Total For Check # 339725			**2,017.69**
06/11/2026	339730	98	OKLAHOMA NATURAL GAS CO	267746591 05292026	213955901 2677465 91 MASTER BILL	1106002 |550240|		2026/12	32.95
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101700 |550240|		2026/12	196.69
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101700 |550240|		2026/12	182.88
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106002 |550240|		2026/12	200.53
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106000 |550240|		2026/12	48.71
				267746591 05292026	213955901 2677465 91 MASTER BILL	1105300 |550240|		2026/12	187.03
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106005 |550240|		2026/12	62.56
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106002 |550240|		2026/12	45.97
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106002 |550240|		2026/12	850.20
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101700 |550240|		2026/12	30.00
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101700 |550240|		2026/12	71.55
				267746591 05292026	213955901 2677465 91 MASTER BILL	1105300 |550240|		2026/12	67.07
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106004 |550240|		2026/12	182.88
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101315 |550240|		2026/12	-111.14
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106004 |550240|		2026/12	219.57
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106004 |550240|		2026/12	63.94
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106004 |550240|		2026/12	215.11
				267746591 05292026	213955901 2677465 91 MASTER BILL	1101200 |550240|		2026/12	187.03
				267746591 05292026	213955901 2677465 91 MASTER BILL	1106001 |550240|		2026/12	71.34
						Total For Check # 339730			**2,804.87**

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06/11/2026	339731	387	OKLAHOMA MUNICIPAL COURT	16617352	16617352 AVERY SCHEMONIA	1101800 |530110|		2026/12	20.00
				16617352	16617352 AVERY SCHEMONIA	1101800 |530850|		2026/12	55.00
				16617342	16617342 LUSHELIS BERRIOS-CRESPO	1101800 |530110|		2026/12	20.00
				16617342	16617342 LUSHELIS BERRIOS-CRESPO	1101800 |530850|		2026/12	55.00
				16617135	16617135 BRITTANY PACK	1101800 |530110|		2026/12	20.00
				16617135	16617135 BRITTANY PACK	1101800 |530850|		2026/12	55.00
				16617360	16617360 MIKAYLA PACIN	1101800 |530110|		2026/12	20.00
				16617360	16617360 MIKAYLA PACIN	1101800 |530850|		2026/12	55.00
				16617322	16617322 ZOE KEEL	1101800 |530110|		2026/12	20.00
				16617322	16617322 ZOE KEEL	1101800 |530850|		2026/12	55.00
						Total For Check #	**339731**		**375.00**
06/11/2026	339733	96	OTA PIKEPASS CENTER	20260591327	20260591327	1101102 |550030|		2026/12	12.62
				20260591327	20260591327	1105310 |550030|		2026/12	12.90
				20260591327	20260591327	1106002 |550030|		2026/12	4.35
				20260591327	20260591327	1101200 |550030|		2026/12	4.41
				20260591327	20260591327	1101400 |550030|		2026/12	3.38
				20260591327	20260591327	1101415 |550030|		2026/12	17.72
				20260591327	20260591327	1101700 |550030|		2026/12	35.66
				20260591327	20260591327	1105300 |550030|		2026/12	244.73
				20260591327	20260591327	1106000 |550030|		2026/12	32.07
						Total For Check #	**339733**		**367.84**
06/11/2026	339737	3314	PALFINGER USA LLC	IN961444	UNIT 2135 BRIAN	1105310 |540200|		2026/12	860.00
						Total For Check #	**339737**		**860.00**
06/11/2026	339738	4287	PEPSICO BEVERAGE SALES	87827603	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	1,759.20
				88377107	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	1,640.32
						Total For Check #	**339738**		**3,399.52**
06/11/2026	339741	1493	RED WING BRANDS OF	754ST1-4323299	BLANKET - SAFETY SHOES	1106000 |560100|		2026/12	200.00
						Total For Check #	**339741**		**200.00**
06/11/2026	339747	5326	GERALD K JIMENEZ	1557	1557	1106003 |540280|		2026/12	3,080.00
						Total For Check #	**339747**		**3,080.00**
06/11/2026	339752	335	SERVICE OKLAHOMA	L0080010040	L0080010040	1106000 |560230|		2026/12	51.00

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						Total For Check # 339752			**51.00**
06/11/2026	339755	969	SHERWOOD CONSTRUCTION	304946	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	2,695.75
				304945	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	1,685.26
				305026	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	2,951.89
						Total For Check # 339755			**7,332.90**
06/11/2026	339756	834	SOFTWARE HOUSE	B21264237	ALGO Alert Ringers for FS	1101200 |560240|		2026/12	639.12
						Total For Check # 339756			**639.12**
06/11/2026	339757	2144	SITE ONE LANDSCAPE SUPPLY	166659322-001	BLANKET PO FOR IRRIGATION	1106000 |560700|		2026/12	374.78
				166739761-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	48.97
				166839343-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/12	275.46
				166774855-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	66.22
				166718170-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	195.90
				166717890-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	146.92
						Total For Check # 339757			**1,108.25**
06/11/2026	339759	303	SMITH FARM & GARDEN CO	125558	BLANKET PO FOR MISC. PARTS	1106000 |560230|		2026/12	10.99
				125558	BLANKET PO FOR MISC. PARTS	1106003 |560240|		2026/12	132.99
						Total For Check # 339759			**143.98**
06/11/2026	339761	1131	SPRING CREEK NURSERY	230311	BLANKET PO FOR NURSERY STOCK	1106000 |560700|		2026/12	190.00
						Total For Check # 339761			**190.00**
06/11/2026	339762	2088	STANARD & ASSOCIATES INC	SA000064763	sa000064763	1101102 |530870|		2026/12	2,880.00
						Total For Check # 339762			**2,880.00**
06/11/2026	339765	1792	SUNBELT POOLS INC	PSI019923	866010 SNS ORP Probe	1106002 |560240|		2026/12	387.05
						Total For Check # 339765			**387.05**
06/11/2026	339767	5436	THE ORSUS GROUP, INC	46129	46129	1101102 |530870|		2026/12	2,036.32
						Total For Check # 339767			**2,036.32**
06/11/2026	339774	255	TULSA COUNTY CLERK	415	415	1101700 |550860|		2026/12	518.00
						Total For Check # 339774			**518.00**
06/11/2026	339778	949	TULSA WINNELSON COMPANY	015522 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	21.52

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				014733 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	62.85
						Total For Check # 339778			**84.37**
06/11/2026	339783	307	UNITED INDUSTRIES	0077592-IN	0077592-IN	1106002 |560330|		2026/12	475.00
				0077592-IN	0077592-IN	1106002 |560330|		2026/12	142.06
						Total For Check # 339783			**617.06**
06/11/2026	339784	44	UTILITY SUPPLY	3005587	3005587	1106003 |560240|		2026/12	101.61
						Total For Check # 339784			**101.61**
06/11/2026	339785	819	VANCE BROTHERS LLC	4082	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/12	213.00
				2543	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/12	177.50
						Total For Check # 339785			**390.50**
06/11/2026	339790	24	WEST THOMSON REUTERS	853660933	8563660933	1101010 |560280|		2026/12	2,393.52
						Total For Check # 339790			**2,393.52**
06/11/2026	339791	1095	WINDSTREAM HOLDINGS II LLC	77533544	FY26 ANNUAL221798466 06012026	1101700 |550540|		2026/12	1,970.23
						Total For Check # 339791			**1,970.23**
06/11/2026	339792	4905	METROPOLITAN LIFE	201772	Payroll Run 1 - Warrant 260522	110 |218340|		2026/11	3,897.90
				201772	Payroll Run 1 - Warrant 260522	110 |218480|		2026/11	3,654.60
				201772	Payroll Run 1 - Warrant 260522	110 |218590|		2026/11	968.26
						Total For Check # 339792			**8,520.76**
06/12/2026	202820	3840	AMERICAN EXPRESS	MAY 2026 STATEMENT	MAY 2026 STATEMENT-AMEX ONE AP	1101501 |550280|		2026/12	200.00
						Total For Check # 202820			**200.00**
06/18/2026	339794	4479	DAVID GRAHAM PARKER	T&A 06052026	T&A REIMBURSEMENT	1101010 |550030|		2026/12	1,780.68
						Total For Check # 339794			**1,780.68**
06/18/2026	339799	1699	MOMENTUM SERVICES LLC	2089232	2089232	1101415 |530870|		2026/12	1,612.00
						Total For Check # 339799			**1,612.00**
06/18/2026	339800	1344	OKLAHOMA UNIFORM BUILDING	MAY 2026	MAY 2026 OUBCC FEES	110 |280300|		2026/12	1,716.00
						Total For Check # 339800			**1,716.00**
06/18/2026	339804	999907	OTP - COURT REFUNDS	0001104	E0008887-1	110 |451020|		2026/12	1.00

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						Total For Check # 339804			**1.00**
06/18/2026	339809	9	A & N TRAILER PARTS INC	00401984	BLANKET PO FOR TRAILER PARTS	1106000 |560310|		2026/12	5.56
						Total For Check # 339809			**5.56**
06/18/2026	339810	489	ADMIRAL EXPRESS LLC	210637-S	210637-S APRIL 30, 2026	1101010 |560030|		2026/12	65.92
				210181-S	210181-S MARCH 2026	1101010 |560030|		2026/12	80.75
						Total For Check # 339810			**146.67**
06/18/2026	339812	149	AMERICAN ELECTRIC	454-130-1-4 06012026	FY26 ANNUAL AGREEMENT 956-454-130-	1105310 |550250|		2026/12	285.04
				827-595-4-4 05292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106002 |550250|		2026/12	6,826.81
				827-595-4-4 05292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106000 |550460|		2026/12	815.36
				284-103-0-3 05282026	FY26 ANNUAL AGREEMENT 953-284-103-	1101200 |550250|		2026/12	147.26
				284-103-0-3 05282026	FY26 ANNUAL AGREEMENT 953-284-103-	1105315 |550250|		2026/12	133.26
				937-903-0-2 06022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/12	4,901.21
				937-903-0-2 06022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550400|		2026/12	3,044.39
				937-903-0-2 06022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550410|		2026/12	1,552.04
				937-903-0-2 06022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550420|		2026/12	3,723.54
				937-903-0-2 06022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550430|		2026/12	982.14
				386-301-0-0 05212026	FY26 ANNUAL AGREEMENT 959-386-301-	1106000 |550250|		2026/12	438.06
						Total For Check # 339812			**22,849.11**
06/18/2026	339813	4935	AMAZON.COM SALES INC	1631-TC9Q-YJVP	ITEM: Furologee White Tall Bookshelf,	1101200 |560230|		2026/12	58.97
				1L3W-4CNH-Q9D6	ITEM: SoClaay Stainless Steel Time	1101700 |560230|		2026/12	202.36
				1XHC-GKF4-GC3X	Office Supplies	1101102 |550890|		2026/12	567.07
				1XHC-GKF4-GC3X	Office Supplies	1101102 |560030|		2026/12	9.72
				117F-LKHV-HQYL	ITEM: Ponpon 30pcs Cooling Towel Ice	1101700 |560230|		2026/12	327.92
				1YPW-CDHP-HGWK	USB for Comms team time capsule	1101310 |560230|		2026/12	39.99
				11GC-6NPX-66YK	Office Supplies	1101102 |550890|		2026/12	16.18
				1CLY-LQ9C-JNMH	ITEM: HSYMQ Clear Plastic Business Card	1101400 |560030|		2026/12	7.99
				1CLY-LQ9C-JNMH	ITEM: HSYMQ Clear Plastic Business Card	1101400 |560230|		2026/12	7.99
						Total For Check # 339813			**1,238.19**
06/18/2026	339814	672	AMERICAN RED CROSS	23232623	23232623	1106002 |530110|		2026/12	720.00
						Total For Check # 339814			**720.00**
06/18/2026	339815	1007	AMERICAN SERVICES INC.	5240	5240	1106000 |540280|		2026/12	1,073.05
						Total For Check # 339815			**1,073.05**

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06/18/2026	339820	4846	APAC-CENTRAL, INC.	7002466245	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	165.17
				7002466256	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	734.53
				7002466269	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	3,339.60
						Total For Check # 339820			**4,239.30**
06/18/2026	339826	885	ATWOOD DISTRIBUTING LP	3883	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/12	7.98
						Total For Check # 339826			**7.98**
06/18/2026	339830	507	BEN E KEITH-OKLAHOMA	57216723	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,978.65
				57212644	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,643.59
						Total For Check # 339830			**3,622.24**
06/18/2026	339832	4674	BOOT BARN INC	INV00616376	BLANKET PO - BOOT BARN	1105300 |560100|		2026/12	200.00
				INV00616367	BLANKET PO - BOOT BARN TIMOTHY	1106000 |560180|		2026/12	200.00
						Total For Check # 339832			**400.00**
06/18/2026	339834	19	BROKEN ARROW ELECTRIC	S3503084.001	BLANKET PO FOR MISC ELECTRICAL	1101700 |560180|		2026/12	300.37
						Total For Check # 339834			**300.37**
06/18/2026	339835	20	BROKEN ARROW LAWN &	135659	BLANKET PO FOR MISC	1105300 |560230|		2026/12	64.01
						Total For Check # 339835			**64.01**
06/18/2026	339838	22	BROKEN ARROW SENIORS INC	42483A	MARCH 2026 ADJUSTMENT TRACI	1106002 |550100|		2026/12	-228.14
				42483A	MARCH 2026 ADJUSTMENT ANNIE BAST	1106002 |550100|		2026/12	-661.28
				42554A	APRIL 2026 ADJUSTMENT TRACI	1106002 |550100|		2026/12	-228.24
				42554A	APRIL 2026 ADJUSTMENT ANNIE BAST	1106002 |550100|		2026/12	-661.18
				42581	MAY 2026 TRACY DRUTEN	1106002 |550100|		2026/12	992.14
				42581	MAY 2026 ANNIE BAST	1106002 |550100|		2026/12	2,488.88
				42615	JUNE 2026 TRACI DRUTEN	1106002 |550100|		2026/12	992.14
				42615	JUNE 2026 ANNIE BAST	1106002 |550100|		2026/12	2,488.88
						Total For Check # 339838			**5,183.20**
06/18/2026	339839	790	BSN SPORTS, LLC	934177736	Basketball Goals	1106000 |560330|		2026/12	377.58
						Total For Check # 339839			**377.58**
06/18/2026	339840	594	BUILDERS SUPPLY, INC.	792966	BLANKET PO FOR MISC BUILDING	1106002 |560180|		2026/12	409.92
						Total For Check # 339840			**409.92**

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06/18/2026	339845	37 CINTAS CORPORATION	5339928208	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/12	241.49
			5340299807	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/12	149.77
			5340299809	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/12	15.17
			5340299806	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/12	197.56
			5340299808	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/12	196.07
			9374788900	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9374756484	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	297.00
			9374800246	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9374870199	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9374872783	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9374713090	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	198.00
			9374800951	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9374865481	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	396.00
			9374869069	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9357583035	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9366064754	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			9370496268	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/12	99.00
			5341522605	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/12	76.97
			5341522604	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/12	221.11
			5341522604	BLANKET PO FOR ALL DEPARTMENT	1101700 |560230|		2026/12	114.53
			5340733005	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/12	40.36
			5340589303	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/12	20.36
					Total For Check #	**339845**		**3,055.39**
06/18/2026	339847	1391 CLEAN THE UNIFORM CO	52196547	52196547 JUNE 5, 2026	1101415 |540310|		2026/12	49.01
			52196077	52196077 JUNE 3, 2026	1106005 |540310|		2026/12	10.15
			52196077	52196077 JUNE 3, 2026	1101700 |540330|		2026/12	9.79
			52197668	52197668 JUNE 12, 2026	1101415 |540310|		2026/12	49.01
			52196552	52196552	1106000 |540310|		2026/12	121.59
			52196552	52196552	1106000 |540330|		2026/12	0.34
			52196081	52196081	1106000 |540310|		2026/12	33.04
			52196081	52196081	1106003 |540310|		2026/12	41.15
			52197669	52197669 JUNE 12, 2026	1105310 |540310|		2026/12	130.98
			52197675	52197675 JUNE 12, 2026	1101800 |540330|		2026/12	7.84
					Total For Check #	**339847**		**452.90**
06/18/2026	339852	882 COX COMMUNICATIONS	069285801 06062026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/12	1,151.94

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 339852			**1,151.94**
06/18/2026	339854	5724	DAVIS FAMILY ARBOR	9051	Removals of Trees for Cemetery	1106005 |540280|		2026/12	4,200.00
						Total For Check # 339854			**4,200.00**
06/18/2026	339855	634	DELL MARKETING L.P.	10878232935	New Video Card for Jason Dickeson	1101410 |560240|		2026/12	590.00
						Total For Check # 339855			**590.00**
06/18/2026	339866	1231	AT&T MOBILITY LLC	19339297X06082026	287319339297X0608226 MAY 31, 2026	1101102 |550540|		2026/12	77.67
				19339297X06082026	287319339297X0608226 MAY 31, 2026	1101200 |550540|		2026/12	243.24
				19339297X06082026	287319339297X0608226 MAY 31, 2026	1101400 |550540|		2026/12	40.54
				19339297X06082026	287319339297X0608226 MAY 31, 2026	1101700 |550540|		2026/12	40.54
				19339297X06082026	287319339297X0608226 MAY 31, 2026	1106004 |550540|		2026/12	43.54
				19339297X06082026	287319339297X0608226 MAY 31, 2026	1105300 |550540|		2026/12	416.59
						Total For Check # 339866			**862.12**
06/18/2026	339867			19128175X06082026	287319128175X06082026	1101300 |550220|		2026/12	47.38
				19128175X06082026	287319128175X06082026	1101415 |550220|		2026/12	617.27
				19128175X06082026	287319128175X06082026	1105310 |550220|		2026/12	19.23
				19128175X06082026	287319128175X06082026	1106000 |550220|		2026/12	38.46
				19128175X06082026	287319128175X06082026	1106005 |550220|		2026/12	47.38
				19128175X06082026	287319128175X06082026	1101010 |550540|		2026/12	202.70
				19128175X06082026	287319128175X06082026	1101102 |550540|		2026/12	81.08
				19128175X06082026	287319128175X06082026	1101200 |550540|		2026/12	583.78
				19128175X06082026	287319128175X06082026	1101300 |550540|		2026/12	156.80
				19128175X06082026	287319128175X06082026	1101400 |550540|		2026/12	183.39
				19128175X06082026	287319128175X06082026	1101410 |550540|		2026/12	75.72
				19128175X06082026	287319128175X06082026	1101415 |550540|		2026/12	534.72
				19128175X06082026	287319128175X06082026	1101501 |550540|		2026/12	87.92
				19128175X06082026	287319128175X06082026	1101700 |550540|		2026/12	222.58
				19128175X06082026	287319128175X06082026	1105310 |550540|		2026/12	556.06
				19128175X06082026	287319128175X06082026	1106000 |550540|		2026/12	242.94
				19128175X06082026	287319128175X06082026	1106002 |550540|		2026/12	263.12
				19128175X06082026	287319128175X06082026	1106004 |550540|		2026/12	43.54
						Total For Check # 339867			**4,004.07**
06/18/2026	339870	1948	FOREST ELLIOTT	ERROR OCT 25-	CORRECTION FOR MONTHS OF OCT-	1106002 |550280|		2026/12	1,438.34
						Total For Check # 339870			**1,438.34**

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06/18/2026	339877	3223	GORDON OUTDOOR	44615	44615	1101315 |530870|		2026/12	750.00
						Total For Check # 339877			**750.00**
06/18/2026	339882	1244	GRANICUS, INC.	231867	231867 JUNE 11, 2026	1101800 |540550|		2026/12	1,502.01
						Total For Check # 339882			**1,502.01**
06/18/2026	339893	115	INCOG	227954 A	227954 MAY 31, 2026	1101410 |540550|		2026/12	1,707.67
						Total For Check # 339893			**1,707.67**
06/18/2026	339894	4736	DUSTIN MANLY	23000126	23000126	1106004 |540070|		2026/12	475.00
						Total For Check # 339894			**475.00**
06/18/2026	339895	3511	INSPYRAL LLC	2718	2718	1101315 |530870|		2026/12	2,815.75
						Total For Check # 339895			**2,815.75**
06/18/2026	339897	4973	JIM NORTON FORD	F4CS38076	UNIT# 1929	1105300 |540200|		2026/12	939.96
						Total For Check # 339897			**939.96**
06/18/2026	339898	1560	JOHNNIE PARKS	JULY CELL PHONE	JULY CELL PHONE	1101700 |550220|		2026/12	80.00
						Total For Check # 339898			**80.00**
06/18/2026	339900	3951	KEEPER SECURITY INC	INV558221	Keeper Renewal 2026	1101200 |540550|		2026/12	2,292.00
						Total For Check # 339900			**2,292.00**
06/18/2026	339901	5131	KEVIN BEHE	16647	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.31
				16647	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
				16647	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76
				16647	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.33
				16647	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
				16647	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
				16646	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.58
				16646	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	3.18
				16646	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	1.53
				16646	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	2.67
				16646	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	3.05
				16646	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.76
						Total For Check # 339901			**17.66**

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06/18/2026	339902	124	KIMS INTERNATIONAL	0156986-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/12	197.48
						Total For Check # 339902			**197.48**
06/18/2026	339906	788	LANGDON PUBLISHING	58257	58257	1101315 |530870|		2026/12	1,965.00
						Total For Check # 339906			**1,965.00**
06/18/2026	339907	499	LESLIES POOL SUPPLIES INC	00727-02-099013	Blanket PO for Parks	1106002 |560340|		2026/12	187.49
				00727-02-099003	Blanket PO for Parks	1106002 |560340|		2026/12	181.96
				00727-01-076644	Blanket PO for Parks	1106002 |560340|		2026/12	181.96
				00727-01-076725	Blanket PO for Parks	1106002 |560340|		2026/12	86.28
				00727-01-076712	Blanket PO for Parks	1106002 |560340|		2026/12	181.96
				00727-02-099331	Blanket PO for Parks	1106002 |560340|		2026/12	66.39
						Total For Check # 339907			**886.04**
06/18/2026	339909	131	LOCKE SUPPLY COMPANY	58507439-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/12	6.08
				58465129-00	BLANKET PO FOR PLUMBING &	1105310 |560350|		2026/12	106.44
						Total For Check # 339909			**112.52**
06/18/2026	339911	537	MCAFEE & TAFT	823981	823981 JUNE 5, 2026	1101700 |530080|		2026/12	510.00
						Total For Check # 339911			**510.00**
06/18/2026	339912	1636	MILTY'S BOYS SEPTIC	45087878 05292026	SEPTIC REPAIR ISSC BASEBALL FIELDS	1106000 |540160|		2026/12	2,497.03
						Total For Check # 339912			**2,497.03**
06/18/2026	339913	3574	MIRAMAR TRAFFIC & PARKING	8616	30"x30" stop signs	1105315 |560360|		2026/12	414.50
						Total For Check # 339913			**414.50**
06/18/2026	339917	25	NAPA AUTO PARTS	026889	69692003	1106000 |560200|		2026/12	486.64
				026889		1106000 |560200|		2026/12	135.27
				26971	9161	1105300 |560200|		2026/12	14.19
				26971	6782	1105300 |560200|		2026/12	28.23
				26971	6744	1105300 |560200|		2026/12	37.97
				26971	600069	1105300 |560200|		2026/12	77.02
				26971	400447	1105300 |560200|		2026/12	19.79
				26971	15W40BULK	1105300 |560210|		2026/12	101.04
				027089	R803112	1105300 |560200|		2026/12	288.68
				027120	1337277	1106000 |560200|		2026/12	150.38

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			027120		1106000 |560200|		2026/12	22.32
			026541	7151	1105300 |560200|		2026/12	15.05
			026541	300458	1105300 |560200|		2026/12	49.89
			026541	230266	1105300 |560200|		2026/12	10.91
			026541	200679	1105300 |560200|		2026/12	45.38
			026541	15W40BULK	1105300 |560210|		2026/12	75.78
			026550	31MHD	1105300 |560200|		2026/12	389.88
			026563	PR422747	1106000 |560190|		2026/12	145.94
			026766	F244465FLATFACE	1105300 |560190|		2026/12	1,322.48
			026808	RTB450868E3	1105300 |560190|		2026/12	3,000.00
			026809	TOYO560190	1105315 |560190|		2026/12	1,603.72
			026813	17230ZE0820	1105300 |560200|		2026/12	59.99
			026813	28400ZH8013YA	1105300 |560200|		2026/12	141.10
			026813		1105300 |560200|		2026/12	17.95
			026402	400109	1105300 |560200|		2026/12	14.53
			026402	7400454	1105300 |560200|		2026/12	101.94
			026402	7222791	1105300 |560200|		2026/12	20.44
			026402	7176099	1105300 |560200|		2026/12	39.51
			026402	6671	1105300 |560200|		2026/12	24.75
			026402	9972	1105300 |560200|		2026/12	45.04
			026402	15W40BULK	1105300 |560210|		2026/12	126.30
			026409	269122	1105315 |560240|		2026/12	221.11
			026413	0343216010	1105300 |560200|		2026/12	199.06
			026414	CLUTCH	1106005 |560200|		2026/12	488.89
			026438	10X214	1106000 |560200|		2026/12	109.89
			026438	15ST20575R15	1106000 |560200|		2026/12	116.67
			026438	15X65H555BC	1106000 |560200|		2026/12	87.78
			026438	5555UC3	1106000 |560200|		2026/12	153.00
			026438	APUBR238	1106000 |560200|		2026/12	24.72
			026438	T3595	1106000 |560200|		2026/12	186.50
			026440	388BDM	1105300 |560190|		2026/12	596.68
					Total For Check #	**339917**		**10,796.41**
06/18/2026	339918		026887		1106000 |560200|		2026/12	135.00
			026903	85905	1105300 |560210|		2026/12	45.06
			026903	W4077	1105300 |560230|		2026/12	17.47
			26968	1042	1101415 |560200|		2026/12	4.25
			26968	2488	1101415 |560200|		2026/12	13.80

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			26968	NPB21	1101415 |560200|		2026/12	16.24
			26968	115	1101415 |560210|		2026/12	15.50
			26968	5W30BULK	1101415 |560210|		2026/12	22.86
			26982	6080	1105300 |560200|		2026/12	8.50
			26982	1819	1105300 |560200|		2026/12	47.56
			26984	9082	1101200 |560200|		2026/12	12.79
			26984	1372	1101200 |560200|		2026/12	4.25
			26984	115	1101200 |560210|		2026/12	15.50
			26984	5W30BULK	1101200 |560210|		2026/12	26.67
			26987	SW1010	1105300 |560230|		2026/12	11.94
			26987	75130	1105300 |560230|		2026/12	2.83
			26987	AHDWMPHDC1	1105300 |560230|		2026/12	7.93
			26989	6A67175090	1105300 |560200|		2026/12	77.84
			26991	75602	1106000 |560230|		2026/12	22.67
			26998	122377	1106000 |560210|		2026/12	39.80
			27000	1819	1105300 |560200|		2026/12	47.56
			027106	GR14CHTR	1105300 |560210|		2026/12	51.30
			027113	T241212006	1106000 |560190|		2026/12	99.06
			026542	ECR2032BP	1105300 |560230|		2026/12	36.48
			026544	85805	1106000 |560210|		2026/12	45.06
			026553	550049483	1106000 |560210|		2026/12	26.32
			026788	502	1106000 |560230|		2026/12	22.72
			026803	X00405D6HH	1105300 |560230|		2026/12	30.41
			026401	1731	1105300 |560200|		2026/12	73.20
			026401	1553	1105300 |560200|		2026/12	7.45
			026401	75W90BULK	1105300 |560210|		2026/12	15.94
			026404	7502	1101415 |560200|		2026/12	4.25
			026404	5W30BULK	1101415 |560200|		2026/12	30.48
			026404	9883	1101415 |560200|		2026/12	12.73
			026404	115	1101415 |560200|		2026/12	15.50
			026404	230266	1101415 |560200|		2026/12	10.91
			026412	6841251212	1105300 |560200|		2026/12	44.92
			026415	6672	1105300 |560200|		2026/12	20.80
			026415	9972	1105300 |560200|		2026/12	-45.04
			026416	115	1106000 |560200|		2026/12	15.50
			026416	230266	1106000 |560200|		2026/12	10.91
			026416	1372	1106000 |560200|		2026/12	4.25
			026416	5W30BULK	1106000 |560200|		2026/12	30.48

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				026416	200906	1106000 |560200|		2026/12	18.53
				026439	3222199	1106000 |560200|		2026/12	14.38
				026439	3222198	1106000 |560200|		2026/12	14.38
				026439	3222197	1106000 |560200|		2026/12	31.47
				026439		1106000 |560200|		2026/12	21.95
						Total For Check # 339918			**1,260.36**
06/18/2026	339919			026875	7631112	1105300 |560230|		2026/12	21.82
				026906	789DEF	1106000 |560210|		2026/12	11.11
				026906	AHDWMPHDC1	1106000 |560230|		2026/12	7.93
				026906	SW050	1106000 |560230|		2026/12	3.32
				026907	789DEF	1106000 |560210|		2026/12	11.11
				26996	789DEF	1105300 |560210|		2026/12	22.22
				27001		1105300 |560200|		2026/12	20.00
				027119	122377	1106000 |560210|		2026/12	15.92
				027121	9005N	1105310 |560200|		2026/12	8.10
				027122	843464	1106000 |560200|		2026/12	17.77
				027123	1255H11N	1105310 |560200|		2026/12	8.58
				027123	9005N	1105310 |560200|		2026/12	-8.10
				026534	9080XL	1106000 |560230|		2026/12	15.56
				026543	3032	1106000 |560200|		2026/12	-3.40
				026543	18565	1106000 |560200|		2026/12	7.68
				026543	3011	1106000 |560200|		2026/12	2.26
				026551	490	1105300 |560230|		2026/12	13.89
				026558	REDKEY	1105300 |560230|		2026/12	17.19
				026397	789DEF	1105300 |560210|		2026/12	11.11
				026400	702277	1105310 |560210|		2026/12	12.37
				026419	706620	1106000 |560210|		2026/12	11.40
				026426	34874	1105300 |560230|		2026/12	4.81
				026430	PKA0F3	1105300 |560230|		2026/12	3.64
				026437	9080XL	1105300 |560230|		2026/12	15.56
						Total For Check # 339919			**251.85**
06/18/2026	339924	98	OKLAHOMA NATURAL GAS CO	110093891 06152026	210105844 1100938 91 1800 S MAIN ST	1106001 |550240|		2026/12	175.86
						Total For Check # 339924			**175.86**
06/18/2026	339928	4473	OPVEON LITIGATION	7779852	7779852	1101010 |530870|		2026/12	694.08
						Total For Check # 339928			**694.08**

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06/18/2026	339930	548	PIPELINE PACKAGING CORP	94799	#82173 55-gallon drum, black unlined steel	1106000 |560330|		2026/12	1,789.00
						Total For Check # 339930			**1,789.00**
06/18/2026	339932	1638	PONDS RX OK, INC	INV/2026/02956	POND MAINTENANCE	1106003 |540280|		2026/12	202.00
				INV/2026/03273	POND MAINTENANCE	1106003 |540280|		2026/12	461.00
				INV/2026/03320	POND MAINTENANCE	1106003 |540280|		2026/12	203.00
				INV/2026/03321	POND MAINTENANCE	1106003 |540280|		2026/12	289.00
				INV/2026/03395	POND MAINTENANCE	1106003 |540280|		2026/12	314.00
						Total For Check # 339932			**1,469.00**
06/18/2026	339934	4508	C A ASSETS LLC	29066	29066 MAY 28, 2026	1106000 |540070|		2026/12	345.00
						Total For Check # 339934			**345.00**
06/18/2026	339935	2139	QUADIENT LEASING USA	Q2384058	POSTAGE MACHINE - STATE CONTRACT	1101800 |540330|		2026/12	923.10
						Total For Check # 339935			**923.10**
06/18/2026	339936	806	R&R PRODUCTS, INC.	CD3152438	Mower Parts	1106000 |560200|		2026/12	519.15
						Total For Check # 339936			**519.15**
06/18/2026	339938	2542	REPUBLIC SERVICES OF TULSA	0053-000433716	0053-000433716 MAY 25, 2026 3-0053-	1106002 |540330|		2026/12	3,190.75
						Total For Check # 339938			**3,190.75**
06/18/2026	339940	201	ROYAL PRINTING	67822	67822	1101315 |550360|		2026/12	16.50
						Total For Check # 339940			**16.50**
06/18/2026	339942	813	SAVATREE, LLC	001868974	001868974	1106003 |540280|		2026/12	1,418.00
						Total For Check # 339942			**1,418.00**
06/18/2026	339944	335	SERVICE OKLAHOMA	L1942120248	L1942120248 JUNE 9, 2026	1101415 |560230|		2026/12	51.00
						Total For Check # 339944			**51.00**
06/18/2026	339945	969	SHERWOOD CONSTRUCTION	306016	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	1,179.45
				305641	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	458.66
				305536	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	1,231.67
						Total For Check # 339945			**2,869.78**
06/18/2026	339947	2144	SITE ONE LANDSCAPE SUPPLY	167068956-001	BLANKET PO FOR IRRIGATION	1106000 |560700|		2026/12	217.42

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				167058467-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/12	83.31
				167156024-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	55.63
						Total For Check # 339947			**356.36**
06/18/2026	339950	308	SUNGLOW INCORPORATED	SU26157	TINT ON WINDOWS IN GARAGE AREA	1105315 |540070|		2026/12	1,575.00
						Total For Check # 339950			**1,575.00**
06/18/2026	339953	3496	TEAM PROFESSIONAL	144844	144844	1101102 |530020|		2026/12	1,672.00
				144845	144845	1101102 |530020|		2026/12	3,006.00
						Total For Check # 339953			**4,678.00**
06/18/2026	339956	1104	TIGER, INC.	0526304729	0526304729 MAY 1-31, 2026 1800 S MAIN	1106001 |550240|		2026/12	29.60
						Total For Check # 339956			**29.60**
06/18/2026	339962	949	TULSA WINNELSON COMPANY	014349 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	374.29
						Total For Check # 339962			**374.29**
06/18/2026	339971	376	WAGONER COUNTY CLERK	26-5187	26-5187	1101700 |550860|		2026/12	36.00
				26-5775	26-5775	1101700 |550860|		2026/12	18.00
				26-5967	26-5967	1101700 |550860|		2026/12	24.00
				26-6317	26-6317	1101700 |550860|		2026/12	36.00
				26-6322	26-6322	1101700 |550860|		2026/12	54.00
						Total For Check # 339971			**168.00**
06/18/2026	339975	405	WHELEN ENGINEERING CO INC	R64482	R64482	1105310 |540280|		2026/12	828.91
						Total For Check # 339975			**828.91**
06/18/2026	339976	1095	WINDSTREAM HOLDINGS II LLC	77535617 06012026	FY26 ANNUAL AGREEMENT 77535617	1101315 |550540|		2026/12	89.22
				100738909 06032026	FY26 ANNUAL 100738909 06032026 918-	1106002 |550220|		2026/12	156.28
				100738909 06032026	FY26 ANNUAL 100738909 06032026 918-	1106004 |550220|		2026/12	345.23
						Total For Check # 339976			**590.73**
06/25/2026	339980	5741	JAMES WALTERS	MLG 06142026	REIMB FOR MILEAGE & PARKING-OKC	1101010 |550030|		2026/12	174.75
						Total For Check # 339980			**174.75**
06/25/2026	339981	4558	KELLY COX	EMP 06142026	WELLNESS COMMITTEE SHIRTS	1101102 |550890|		2026/12	17.82
						Total For Check # 339981			**17.82**

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06/25/2026	339983	999900	OTP - AR REFUNDS	REC-041680-2026		110 |280300|		2026/12	4.00
				REC-041680-2026		110 |280300|		2026/12	0.50
				REC-041680-2026		110 |422010|		2026/12	68.00
						Total For Check # 339983			**72.50**
06/25/2026	340023	9	A & N TRAILER PARTS INC	00402261	BLANKET PO FOR TRAILER PARTS	1106000 |560200|		2026/12	110.18
						Total For Check # 340023			**110.18**
06/25/2026	340026	1092	WESTLAKE HARDWARE INC	8039166	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/12	28.32
						Total For Check # 340026			**28.32**
06/25/2026	340028	489	ADMIRAL EXPRESS LLC	2659298-0	Furniture for payroll	1101501 |560240|		2026/12	1,816.00
						Total For Check # 340028			**1,816.00**
06/25/2026	340030	149	AMERICAN ELECTRIC	162-909-0-6 06162026	FY26 ANNUAL AGREEMENT - 954-162-	1101700 |550250|		2026/12	25.33
				041-990-0-6 05182026	FY26 ANNUAL AGREEMENT 950-041-990-	1106001 |550250|		2026/12	852.44
				041-990-0-6 06172026	FY26 ANNUAL AGREEMENT 950-041-990-	1106001 |550250|		2026/12	1,333.52
				211-815-9-0 06112026	FY26 ANNUAL AGREEMENT 959-211-815-	1106000 |550250|		2026/12	114.61
				260-576-0-1 06172026	FY26 ANNUAL AGREEMENT - 953-260-	1101700 |550250|		2026/12	72.33
				390-007-0-2 06172026	FY26 ANNUAL AGREEMENT 956-390-007-	1106000 |550250|		2026/12	56.45
				784-327-0-0 06152026	FY26 ANNUAL AGREEMENT 955-784-327-	1105310 |550250|		2026/12	86.36
				624-103-0-9 06162026	FY26 ANNUAL AGREEMENT 954-624-103-	1106001 |550250|		2026/12	2,052.79
				581-031-0-9 06152026	FY26 ANNUAL AGREEMENT 953-581-031-	1106000 |550250|		2026/12	114.32
				683-103-0-8 06172026	FY26 ANNUAL AGREEMENT - 951-683-	1106005 |550250|		2026/12	127.65
						Total For Check # 340030			**4,835.80**
06/25/2026	340031	4935	AMAZON.COM SALES INC	1GRD-MHNV-VQ4J	Aquatics Supplies	1106002 |560330|		2026/12	212.39
				1NJD-Y6Q6-TMJG	Janitorial Supplies for both Pools	1106002 |560300|		2026/12	353.46
				1LF6-NQF6-M794	Rec Supplies for AQUATICS SWIM LANES	1106002 |560330|		2026/12	25.64
				1HFC-9YN4-QM6N	Rec Supplies for AQUATICS SWIM LANES	1106002 |560330|		2026/12	9.99
				14RJ-1M76-3JQW	Office Supplies	1101102 |560030|		2026/12	95.77
				1DQC-NN63-DL1P	ITEM: Furologee White Tall Bookshelf,	1101200 |560240|		2026/12	159.99
				194F-G9FC-PK79	Rec Supplies for NPCC Succulents Class	1106002 |560330|		2026/12	24.95
				1Y6T-RKPD-RRW9	ITEM: Oxford Poly Index Card Guides,	1101800 |560030|		2026/12	9.78
				1Y6T-RKPD-RRW9	ITEM: Oxford Poly Index Card Guides,	1101700 |560230|		2026/12	21.99
				1Y6T-RKPD-RRW9	ITEM: Oxford Poly Index Card Guides,	1101800 |560230|		2026/12	321.67
				1TM4-VW4Y-Q4Q9	ITEM: Post-it® Super Sticky Notes, 4 in. x 4	1101800 |560030|		2026/12	9.38
				1DQG-3GMJ-TF9G	NPCC SUMMER CAMP SUPPLIES WEEK	1106002 |560330|		2026/12	30.39

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				1FNV-WMD3-P6H9	NPCC SUMMER CAMP SUPPLIES WEEK	1106002 |560330|		2026/12	198.49
				16G3-TXJL-CT4N	Recreation Supplies RH	1106002 |560330|		2026/12	24.98
				1K4D-7C1T-GMHK	Trash Liners for MTNC	1106000 |560300|		2026/12	257.52
				11MH-TFPW-DFGK	UPS Sign Shop	1105315 |560240|		2026/12	1,129.99
				1P3J-HTRW-R9QL	ITEM: Pelican Elite 250 QT Cooler (White)	1101700 |560240|		2026/12	1,057.36
				16MN-R96F-Q1M9	Office Supplies	1101102 |550890|		2026/12	-9.49
				11KC-XHWX-F6X3	OFFICE SUPPLIES	1101501 |560030|		2026/12	276.31
				11KC-XHWX-F6X3	OFFICE SUPPLIES	1101501 |560230|		2026/12	21.87
				1QJY-FHGQ-VW1D	ITEM: The Original Donut Shop Regular,	1105315 |560230|		2026/12	152.88
				13QP-T69T-LWRF	Ray Harral Nature Center Recreation	1106002 |560330|		2026/12	74.42
				1G9D-4PW7-QDP1	OFFICE SUPPLIES	1101501 |560030|		2026/12	12.92
				1G9D-4PW7-QDP1	OFFICE SUPPLIES	1101501 |560230|		2026/12	84.13
				1DWX-PLJR-TPCN	ink pens and air freshener	1101315 |560030|		2026/12	6.88
				1C46-1FT4-4MXT	light bar for computer	1101300 |560230|		2026/12	39.95
				1D11-DPGW-T3MY	flash drive for CM time capsule	1101300 |560030|		2026/12	39.99
				14KD-CGYJ-6GT3	HSDT Melamine Serving Trays-For: Zeina	1105315 |560230|		2026/12	18.59
				11M1-NRNJ-6DWP	ITEM: BM 2-Pack of LP-E6N Batteries and	1106000 |560230|		2026/12	34.89
				1TTG-DTGK-WFJL	OFFICE SUPPLIES	1101501 |560030|		2026/12	16.69
				1TTG-DTGK-WFJL	OFFICE SUPPLIES	1101501 |560230|		2026/12	24.99
						Total For Check #	**340031**		**4,738.76**
06/25/2026	340033	5180	AMERICAN MEDICAL GAS	4859	BLANKET PO FOR EMS OXYGEN AND	1106002 |560340|		2026/12	107.00
						Total For Check #	**340033**		**107.00**
06/25/2026	340034	1007	AMERICAN SERVICES INC.	5297	5297 JUNE 12, 2026	1106000 |540280|		2026/12	1,073.05
						Total For Check #	**340034**		**1,073.05**
06/25/2026	340037	4846	APAC-CENTRAL, INC.	7002455238	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	577.59
				7002459221	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	933.28
				7002472060	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	342.45
						Total For Check #	**340037**		**1,853.32**
06/25/2026	340041	73	AT&T	9181053484 06012026	918 105-3484 322 4 JUNE 1, 2026	1101700 |550220|		2026/12	31.47
						Total For Check #	**340041**		**31.47**
06/25/2026	340043	885	ATWOOD DISTRIBUTING LP	3899	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/12	22.12
						Total For Check #	**340043**		**22.12**

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06/25/2026	340046	507	BEN E KEITH-OKLAHOMA	57294533	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,175.94
				57301691	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,578.82
						Total For Check # 340046			**2,754.76**
06/25/2026	340049	19	BROKEN ARROW ELECTRIC	S3509478.001	BLANKET PO FOR MISC ELECTRICAL	1101700 |560180|		2026/12	125.95
						Total For Check # 340049			**125.95**
06/25/2026	340054	4566	CENTERLINE SUPPLY INC.	ORD0177118	Ink for Traffic Jet	1105315 |560360|		2026/12	1,005.00
						Total For Check # 340054			**1,005.00**
06/25/2026	340055	4634	CHARLES CLAYTON USSERY	62026	06202026 FARMERS MARKET	1101400 |540280|		2026/12	400.00
						Total For Check # 340055			**400.00**
06/25/2026	340056	37	CINTAS CORPORATION	5341522601	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/12	33.61
						Total For Check # 340056			**33.61**
06/25/2026	340057	1391	CLEAN THE UNIFORM CO	52197667	52197667 JUNE 12, 2026	1105315 |540310|		2026/12	19.57
				52197667	52197667 JUNE 12, 2026	1105300 |540310|		2026/12	143.58
				52197667	52197667 JUNE 12, 2026	1105300 |540330|		2026/12	13.49
				52197179	52197179 JUNE 10, 2026	1106005 |540330|		2026/12	1.32
				52198299	52198299 06/17/2026	1101700 |540330|		2026/12	6.08
				52198776	52198776 06/19/2026	1105315 |540310|		2026/12	19.57
				52198776	52198776 06/19/2026	1105300 |540310|		2026/12	143.58
				52198776	52198776 06/19/2026	1105300 |540330|		2026/12	13.49
				52198778	52198778 06/19/2026	1105310 |540310|		2026/12	130.98
						Total For Check # 340057			**491.66**
06/25/2026	340058	5323	COLUMN SOFTWARE PBC	9B37CAF5-0119	9B37CAF5-0119 06/11/2026	1101410 |550050|		2026/12	170.70
				9B37CAF5-0120	9B37CAF5-0120 06/11/2026	1101410 |550050|		2026/12	149.16
				9B37CAF5-0121	9B37CAF-0121 06/11/2026	1101410 |550050|		2026/12	143.48
				9B37CAF5-0122	9B37CAF5-0122 06/11/2026	1101410 |550050|		2026/12	141.41
				9B37CAF5-0123	9B37CAF5-0123 06/11/2026	1101410 |550050|		2026/12	191.75
						Total For Check # 340058			**796.50**
06/25/2026	340069	5513	EDWARDS CAPITOL PARTNERS	MAY 2026	LOBBYIST CONTRACT FY2026	1101700 |530870|		2026/12	5,000.00
						Total For Check # 340069			**5,000.00**
06/25/2026	340070	2148	ELLSWORTH CONSTRUCTION	1097	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	266.60

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				1096	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	1,496.68
				1095	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	2,129.82
				1093	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	172.92
				1094	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	139.26
						Total For Check #	**340070**		**4,205.28**
06/25/2026	340074	64	FEDERAL EXPRESS	9-355-54556	1119-1744-2 JUNE 11, 2026 9-335-54556	1101200 |540550|		2026/12	13.96
						Total For Check #	**340074**		**13.96**
06/25/2026	340075	1231	AT&T MOBILITY LLC	DVR052026	DVR052026 ACCT#500634737 05/05-	1101010 |550540|		2026/12	134.25
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101102 |550540|		2026/12	128.00
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101200 |550540|		2026/12	716.00
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101315 |550540|		2026/12	7.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101400 |550540|		2026/12	1.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101501 |550540|		2026/12	90.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101700 |550540|		2026/12	1.00
				DVR052026	DVR052026 ACCT#500634737 05/05-	1101800 |550540|		2026/12	39.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1105300 |550540|		2026/12	32.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1105310 |550540|		2026/12	185.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1106002 |550540|		2026/12	7.50
				DVR052026	DVR052026 ACCT#500634737 05/05-	1105315 |550540|		2026/12	64.00
						Total For Check #	**340075**		**1,407.75**
06/25/2026	340085	5026	DALE GRAHAM	432	432 JUNE 15, 2026	1106004 |540070|		2026/12	708.75
				392	392 06/18/2026	1106000 |540070|		2026/12	610.00
						Total For Check #	**340085**		**1,318.75**
06/25/2026	340091	4978	HIPOWER SYSTEMS	2026-163	BLANKET PO FOR BID# 26.122	1101700 |540280|		2026/12	308.55
				2026-163	BLANKET PO FOR BID# 26.122	1105300 |540280|		2026/12	154.28
						Total For Check #	**340091**		**462.83**
06/25/2026	340093	1582	IMPERIAL LLC	04334329120	04334329120 06/16/2026	1101700 |550890|		2026/12	83.25
						Total For Check #	**340093**		**83.25**
06/25/2026	340095	3016	INSIGHT PUBLIC SECTOR INC	1101395329	Cradlepoint NetCloud yearly renewal	1101200 |540550|		2026/12	555.29
				1101395329	Cradlepoint NetCloud yearly renewal	1106000 |540550|		2026/12	989.76
						Total For Check #	**340095**		**1,545.05**

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06/25/2026	340096	3829 J & A TRAFFIC PRODUCTS	42378	Surface Mount Base	1105315 |560360|		2026/12	382.50
					Total For Check # 340096			**382.50**
06/25/2026	340101	5131 KEVIN BEHE	16532	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.30
			16532	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.59
			16532	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.76
			16532	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.33
			16532	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.52
			16532	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.38
					Total For Check # 340101			**5.88**
06/25/2026	340111	5601 MOBILE COMMUNICATIONS	444000617-1	Tornado Siren Software-For Gary Harris	1105310 |560240|		2026/12	375.00
					Total For Check # 340111			**375.00**
06/25/2026	340112	25 NAPA AUTO PARTS	026592	FS20194	1105300 |560200|		2026/12	94.41
			026592	600515	1105300 |560200|		2026/12	53.07
			026592	4318	1105300 |560200|		2026/12	14.65
			026592	LF14001NN	1105300 |560200|		2026/12	50.60
			026592	0343216010	1105300 |560200|		2026/12	199.06
			026592	15W40BULK	1105300 |560210|		2026/12	202.08
			026594	5543095	1105300 |560200|		2026/12	253.32
			026605	FS20194	1105300 |560200|		2026/12	94.41
			026605	600515	1105300 |560200|		2026/12	53.07
			026605	LF14001NN	1105300 |560200|		2026/12	50.60
			026605	15W40BULK	1105300 |560210|		2026/12	210.50
			026606	SG03020014	1105300 |560200|		2026/12	26.11
			026606	29558329	1105300 |560200|		2026/12	128.38
			026606	4329012482	1105300 |560200|		2026/12	114.67
			026606	85W140BULK	1105300 |560210|		2026/12	5.63
			026606	HDATFBULK	1105300 |560210|		2026/12	5.74
			026615	31MHD	1105300 |560200|		2026/12	380.52
			026843	7540BW8	1105300 |560200|		2026/12	39.34
			026843	75NRG	1105300 |560200|		2026/12	29.47
			026843	S6633	1105300 |560200|		2026/12	495.83
			027082	5424736	1105300 |560200|		2026/12	545.98
			027082	5752032	1105300 |560200|		2026/12	118.56
			027082	1532994	1105300 |560200|		2026/12	116.54
			27178	10762PP	1105300 |560200|		2026/12	638.24

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			27178	10562PP	1105300 |560200|		2026/12	4.17
			27178	9028PP	1105300 |560200|		2026/12	19.41
			27178	10765PP	1105300 |560200|		2026/12	19.38
			27178		1105300 |560200|		2026/12	29.99
			27179	GL1943002253	1106000 |560190|		2026/12	424.44
			27180	1133391776	1105300 |560190|		2026/12	500.84
			27185	355100	1106000 |560200|		2026/12	268.31
			27193	281CDFJPB5RF	1105300 |560200|		2026/12	3,112.03
			27193		1105300 |560200|		2026/12	46.00
			27194	K565134372	1106000 |560200|		2026/12	7.02
			27194	K595534350	1106000 |560200|		2026/12	16.18
			27194	K595534162	1106000 |560200|		2026/12	32.89
			27194	K595534120	1106000 |560200|		2026/12	51.21
			27194	K595534110	1106000 |560200|		2026/12	263.23
			27195	7232752	1105300 |560200|		2026/12	240.33
			27195		1105300 |560200|		2026/12	15.00
			26682	FL3Z19805F	1106000 |560200|		2026/12	302.22
			26684	7151	1105310 |560200|		2026/12	15.05
			26684	300458	1105310 |560200|		2026/12	49.89
			26684	230266	1105310 |560200|		2026/12	10.91
			26684	200905	1105310 |560200|		2026/12	20.38
			26684	502	1105310 |560200|		2026/12	45.44
			26684	15W40BULK	1105310 |560210|		2026/12	75.78
			26697	V051153813	1105300 |560200|		2026/12	124.73
			26697	V051153823	1105300 |560200|		2026/12	129.08
			26910	CMANFE	1106000 |560240|		2026/12	239.41
			26911	48111852	1105315 |560240|		2026/12	514.84
			26911	48112442	1105315 |560240|		2026/12	146.32
			26911	48112442	1105315 |560240|		2026/12	146.32
			26936	529419	1105315 |560200|		2026/12	307.78
					Total For Check #	**340112**		**11,099.36**
06/25/2026	340113		026595	7578664	1105300 |560200|		2026/12	84.09
			026599	201057	1105300 |560200|		2026/12	14.38
			026599	4211	1105300 |560200|		2026/12	14.22
			026599	100454	1105300 |560200|		2026/12	6.59
			026599	15W40BULK	1105300 |560210|		2026/12	63.15
			026826	7060	1101415 |560200|		2026/12	4.25

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			026826	4579	1101415 |560200|		2026/12	7.11
			026826	2725	1101415 |560200|		2026/12	15.92
			026826	115	1101415 |560210|		2026/12	15.50
			026826	5W20BULK	1101415 |560210|		2026/12	33.74
			026838	FT9249	1105310 |560200|		2026/12	83.24
			027047	7060	1106003 |560200|		2026/12	4.25
			027047	4579	1106003 |560200|		2026/12	7.11
			027047	2725	1106003 |560200|		2026/12	15.92
			027047	115	1106003 |560210|		2026/12	15.50
			027047	5W20BULK	1106003 |560210|		2026/12	33.74
			027081	SP35	1106000 |560200|		2026/12	75.94
			27172	1016254	1105315 |560200|		2026/12	189.37
			27183	7502	1101415 |560200|		2026/12	4.25
			27183	230266	1101415 |560200|		2026/12	10.91
			27183	9883	1101415 |560200|		2026/12	12.73
			27183	115	1101415 |560210|		2026/12	15.50
			27183	5W20BULK	1101415 |560210|		2026/12	40.24
			27183	GAL1663000	1101415 |560230|		2026/12	30.70
			27202	606334	1106000 |560200|		2026/12	80.93
			26685	MTP48H6	1106000 |560200|		2026/12	153.36
			27127	85805	1105300 |560210|		2026/12	75.30
			27130	706620	1106000 |560200|		2026/12	11.88
			27130	602857	1106000 |560200|		2026/12	121.71
			27154	NC4283A	1106000 |560200|		2026/12	112.41
			027311	91544	1106005 |560200|		2026/12	85.62
					Total For Check #	**340113**		**1,439.56**
06/25/2026	340114		026604	CGFRT	1105300 |560200|		2026/12	51.99
			026817	7502	1105315 |560200|		2026/12	4.25
			026817	9883	1105315 |560200|		2026/12	12.73
			026817	115	1105315 |560210|		2026/12	15.50
			026817	5W30BULK	1105315 |560210|		2026/12	3.81
			026819	6449	1106000 |560200|		2026/12	13.64
			026819	23477	1106000 |560200|		2026/12	8.13
			026819	1348	1106000 |560200|		2026/12	4.25
			026819	75500	1106000 |560210|		2026/12	24.28
			026828	502	1105315 |560200|		2026/12	45.44
			026837	3680	1106000 |560200|		2026/12	17.86

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			026837	3668	1106000 |560200|		2026/12	18.20
			027045	49009	1105300 |560230|		2026/12	30.84
			027045	2413	1105300 |560230|		2026/12	13.32
			027051		1106000 |560200|		2026/12	44.00
			027067	502	1101415 |560200|		2026/12	45.44
			027074	1056	1106000 |560200|		2026/12	9.77
			027074	3011	1106000 |560200|		2026/12	2.26
			027074	2444	1106000 |560200|		2026/12	12.60
			027074	702282	1106000 |560200|		2026/12	4.86
			027074	122319	1106000 |560210|		2026/12	15.92
			27174	122377	1106000 |560210|		2026/12	39.80
			26667	100050	1101415 |560200|		2026/12	4.55
			26667	230266	1101415 |560200|		2026/12	10.91
			26667	9883	1101415 |560200|		2026/12	12.73
			26667	115	1101415 |560210|		2026/12	15.50
			26667	5W30BULK	1101415 |560210|		2026/12	22.86
			26671	B417	1101400 |560230|		2026/12	70.00
			26672	708024	1106000 |560200|		2026/12	34.48
			26681	502	1106000 |560230|		2026/12	45.44
			26693	1394	1106000 |560200|		2026/12	4.25
			26693	702390	1106000 |560200|		2026/12	5.58
			26693	70831031	1106000 |560200|		2026/12	17.14
			26699	230019	1101200 |560200|		2026/12	8.60
			26699	1348	1101200 |560200|		2026/12	4.25
			26699	115	1101200 |560210|		2026/12	15.50
			26699	0W20BULK	1101200 |560210|		2026/12	25.15
			26927	7502	1101415 |560200|		2026/12	4.25
			26927	115	1101415 |560210|		2026/12	15.50
			26927	5W30BULK	1101415 |560210|		2026/12	30.48
			26938	122377	1106000 |560210|		2026/12	31.84
			26941	22475	1105315 |560230|		2026/12	5.60
			26941	7680	1105315 |560230|		2026/12	20.86
			26947	1372	1106000 |560200|		2026/12	4.25
			26947	9883	1106000 |560200|		2026/12	12.73
			26947	115	1106000 |560200|		2026/12	15.50
			26947	5W30BULK	1106000 |560200|		2026/12	26.67
			26948	HP6	1105315 |560200|		2026/12	18.88
			26949	529429	1105315 |560200|		2026/12	53.33

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				26951	6231	1105300 |560210|		2026/12	63.60
				26955	502	1106000 |560200|		2026/12	45.44
				027320	HP6	1105315 |560200|		2026/12	18.88
						Total For Check # 340114			**1,103.64**
06/25/2026	340115			026586	WBB21	1105300 |560200|		2026/12	6.43
				026590	7306400	1105300 |560200|		2026/12	5.16
				026590	NBCKT13	1105300 |560230|		2026/12	10.20
				026836	RTU1GAL	1106000 |560210|		2026/12	8.61
				026864	2413	1105315 |560230|		2026/12	6.66
				026867	GR14CHTR	1105300 |560210|		2026/12	5.13
				026868	7151151	1105300 |560230|		2026/12	3.60
				027058	706620	1106005 |560210|		2026/12	11.88
				027063	SW050	1105300 |560230|		2026/12	3.32
				027069	HF1251	1106000 |560230|		2026/12	4.46
				26668	RTU1EXT	1101415 |560210|		2026/12	8.61
				26701	122494	1106000 |560210|		2026/12	6.08
				26702	124402	1106000 |560210|		2026/12	17.19
				26702	122494	1106000 |560210|		2026/12	-6.08
				26913	9080L	1105300 |560230|		2026/12	15.56
				26917	23477	1106000 |560200|		2026/12	-8.13
				26917	3002	1106000 |560200|		2026/12	2.26
				26926	5259698	1105315 |560230|		2026/12	11.09
				26944	2413	1105315 |560230|		2026/12	6.66
				027304	AHDWMPHDC1	1105300 |560230|		2026/12	7.93
				027310	MT1116	1106000 |560230|		2026/12	1.84
				027327	AHDWMPHDC1	1106000 |560230|		2026/12	7.93
						Total For Check # 340115			**136.39**
06/25/2026	340118	104	OKLAHOMA MUNICIPAL	200009947	200009947 06/17/2026	1101010 |530110|		2026/12	150.00
				200009947	200009947 06/17/2026	1101010 |530110|		2026/12	150.00
						Total For Check # 340118			**300.00**
06/25/2026	340120	4387	OTIS ELEVATOR COMPANY	TT17520001	TT17520001 MAY 27, 2026	1106004 |540070|		2026/12	2,202.50
						Total For Check # 340120			**2,202.50**
06/25/2026	340122	4287	PEPSICO BEVERAGE SALES	93606315	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	637.95
				90210009	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	753.20

City of Broken Arrow
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				92025307	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	1,717.07
						Total For Check # 340122			**3,108.22**
06/25/2026	340128	201	ROYAL PRINTING	67878	67878 06/18/2026	1101501 |550360|		2026/12	33.00
				67863	67863 06/15/2026	1101310 |550360|		2026/12	98.00
						Total For Check # 340128			**131.00**
06/25/2026	340130	602	SANDERS NURSERY	1208604	BLANKET PO FOR NURSERY STOCK	1106000 |560700|		2026/12	42.00
						Total For Check # 340130			**42.00**
06/25/2026	340133	969	SHERWOOD CONSTRUCTION	306381	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	590.07
				306271	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/12	570.60
						Total For Check # 340133			**1,160.67**
06/25/2026	340134	834	SOFTWARE HOUSE	B20948624	PURE Storage for ERP systems	1101200 |540550|		2026/12	38,056.26
				B21198042	Adobe BA City 2026	1101200 |540550|		2026/12	19,037.65
						Total For Check # 340134			**57,093.91**
06/25/2026	340137	2144	SITE ONE LANDSCAPE SUPPLY	167600604-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/12	15.58
				167388565-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/12	136.77
						Total For Check # 340137			**152.35**
06/25/2026	340142	268	SOUTHERN TIRE MART	3500304689	UNIT 1761 MULTIPLE FLAT REPAIRS	1105300 |540200|		2026/12	648.50
						Total For Check # 340142			**648.50**
06/25/2026	340145	1655	STEVEN LIDDELL SMITH	4263	4263 JUNE 13, 2026	1101400 |540280|		2026/12	300.00
						Total For Check # 340145			**300.00**
06/25/2026	340146	3871	SUMMIT FIRE & SECURITY LLC	4084193	4084193 MAY 7, 2026	1106000 |540070|		2026/12	676.90
						Total For Check # 340146			**676.90**
06/25/2026	340147	533	BROKEN ARROW INSURANCE	3561601	3561601 06/04/2026	1101700 |550760|		2026/12	54.00
						Total For Check # 340147			**54.00**
06/25/2026	340148			3561582	3561582 06/04/2026	1101700 |550760|		2026/12	54.00
						Total For Check # 340148			**54.00**
06/25/2026	340155	4412	TULSA HOME GUARD INC	42686	42686 06/17/2026	1106005 |540070|		2026/12	139.72

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						Total For Check # 340155			**139.72**
06/25/2026	340156	949	TULSA WINNELSON COMPANY	018928 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	62.40
						Total For Check # 340156			**62.40**
06/25/2026	340167	1095	WINDSTREAM HOLDINGS II LLC	100738909	100738909 06032026 918-010-2321	1106004 |550220|		2026/12	196.48
				101118081 06222026	FY26 ANNUAL 101118081 JUNE 22, 2026	1106000 |550220|		2026/12	88.91
						Total For Check # 340167			**285.39**
06/25/2026	340169	4397	MDEAN CONCEPTS LLC	41	41	1101400 |550280|	2614040	2026/12	15,000.00
						Total For Check # 340169			**15,000.00**
						Total For Fund 110			**351,424.71**
						Number of Invoices For Fund 110			**1,056**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/18/2026	339873	5010	GOBER CONSTRUCTION LLC	PA 4 SW26010	Old Town Houston SW Improvements	2265305 |570150|	SW26010	2026/12	124,165.64
						Total For Check # 339873			**124,165.64**
						Total For Fund 226			**124,165.64**
						Number of Invoices For Fund 226			**1**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339640	5668	ALISHA NICOLE FRYE	051326	051326	2271700 |550280|		2026/12	300.00
						Total For Check # 339640			**300.00**
06/11/2026	339641	4935	AMAZON.COM SALES INC	1GPQ-MLMV-9C14	ink pens and air freshener	2271700 |560230|		2026/12	10.49
						Total For Check # 339641			**10.49**
06/11/2026	339705	5131	KEVIN BEHE	16425	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16495	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16494	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16493	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16492	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16491	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16489	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.86
				16490	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.86
				16488	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16468	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.15
				16470	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16469	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16472	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
				16473	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	0.86
				16474	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.72
				16471	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.72
				16476	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	0.86
				16475	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.72
				16477	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.86
				16478	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.72
				16479	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.14
				16482	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.86
				16481	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.15
				16480	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.15
				16484	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	3.72
				16483	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
						Total For Check # 339705			**40.08**
06/11/2026	339730	98	OKLAHOMA NATURAL GAS CO	267746591 05292026	213955901 2677465 91 MASTER BILL	2271700 |550240|		2026/12	-111.14
						Total For Check # 339730			**-111.14**
06/18/2026	339877	3223	GORDON OUTDOOR	44615	44615	2271700 |530870|		2026/12	750.00

City of Broken Arrow
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						Total For Check # 339877			**750.00**
06/18/2026	339901	5131	KEVIN BEHE	16647	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.14
				16646	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	2.29
						Total For Check # 339901			**3.43**
06/18/2026	339926	468	OKLAHOMA TOURISM &	87-19753	87-19753	2271700 |530870|		2026/12	149.76
						Total For Check # 339926			**149.76**
06/18/2026	339937	5746	REEL-SCOUT INC	04272026	SEI&CDI VISIST BROKEN ARROW	2271700 |550100|		2026/12	2,400.00
						Total For Check # 339937			**2,400.00**
06/18/2026	339976	1095	WINDSTREAM HOLDINGS II LLC	77535617 06012026	FY26 ANNUAL AGREEMENT 77535617	2271700 |550540|		2026/12	89.22
						Total For Check # 339976			**89.22**
06/25/2026	339979	4181	ERIN HOFENER	MLG 06122026	MILEAGE FOR DEADCENTER FILM	2271700 |550030|		2026/12	166.76
				PDR 06122026	PER DIEM FOR DEADCENTER FILM	2271700 |550030|		2026/12	96.00
				T&A 06122026	HOTEL & PARKING FOR DEADCENTER	2271700 |550030|		2026/12	227.38
						Total For Check # 339979			**490.14**
06/25/2026	339982	4548	MAKALA BARTON	MLG 06122026	MILEAGE FOR DEADCENTER FILM	2271700 |550030|		2026/12	166.76
				PDR 06122026	PER DIEM FOR DEADCENTER FILM	2271700 |550030|		2026/12	96.00
				T&A 06122026	PARKING FOR DEADCENTER FILM	2271700 |550030|		2026/12	19.62
						Total For Check # 339982			**282.38**
06/25/2026	340024	2171	ABCO RENTS	10522 DEPOSIT	10522 DEPOSIT CHRISTMAS 2026	2271700 |530870|	2617180	2026/12	665.25
				10523 DEPOSIT	10523 DEPOSIT CHRISTMAS 2026	2271700 |530870|	2617180	2026/12	189.38
						Total For Check # 340024			**854.63**
06/25/2026	340101	5131	KEVIN BEHE	16532	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.15
						Total For Check # 340101			**1.15**
06/25/2026	340107	5752	LIVE LIKE THAT MOVIE LLC	001	001 MAY 4, 2026	2271700 |550080|		2026/12	50,268.14
						Total For Check # 340107			**50,268.14**
						Total For Fund 227			**55,528.28**
						Number of Invoices For Fund 227			**45**

City of Broken Arrow
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Fund 329

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD
06/10/2026	202814	1335	911 CUSTOM	62038C CM	COUNCIL APPROVED 11/17/2025 FY26	3293001 |570020|	2630290	2026/10
				62038CA	CORRECT -COUNCIL APPROVED	3293001 |570020|	2630290	2026/10
						Total For Check # 202814		
06/11/2026	339719	5702	MEEKS HOLDINGS LLC	506249	Torch Run Vehicle Wrap	3293001 |570020|	2630020	2026/12
						Total For Check # 339719		
06/11/2026	339743	5439	RIGID EMERGENCY VEHICLES	911-365_F60785-F6078	Bed Covers and Storage Boxes for New K9	3293001 |570020|	2630030	2026/12
						Total For Check # 339743		
06/18/2026	339807	1335	911 CUSTOM	62038D	COUNCIL APPROVED 11/17/2025 FY26	3293001 |570020|	2630290	2026/12
						Total For Check # 339807		
06/25/2026	340126	5439	RIGID EMERGENCY VEHICLES	911-138_A39444	UPFIT PATROL VEHICLES - CITY COUNCIL	3293001 |570020|	2630050	2026/12
						Total For Check # 340126		
06/25/2026	340165	868	COUNTRY FORD-MERCURY INC	95863	CITY COUNCIL APPROVED 10/07/25	3295405 |570020|	2654240	2026/12
				95862	CITY COUNCIL APPROVED 10/07/25	3295415 |570020|	2654420	2026/12
						Total For Check # 340165		

Total For Fund 329

Number of Invoices For Fund 329

AMOUNT
-4,108.06
4,108.06
0.00
3,143.05
3,143.05
5,630.00
5,630.00
3,991.65
3,991.65
9,000.00
9,000.00
47,101.00
47,101.00
94,202.00
115,966.70
8

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339635	5667	A.S.A.P. HEATING AND AIR	162561121	WATER FOUNTAIN AT SOCCER WEST	3306000 |570170|	2660410	2026/12	5,597.00
						Total For Check # 339635			**5,597.00**
06/11/2026	339665	1436	CHEROKEE PRIDE CONST. INC.	PA 1 2635260	BLANKET PO FOR BID# 25.175	3303501 |570150|	2635260	2026/12	51,315.00
						Total For Check # 339665			**51,315.00**
06/11/2026	339674	5292	DREAMSEATS LLC	4793629	XZ53900CDHTBK RelaX Recliner Dillon	3303501 |570190|	2635140	2026/12	6,611.00
						Total For Check # 339674			**6,611.00**
06/11/2026	339722	3669	MYERS-CHERRY	PA 7 2317210	Operations Ctr Admin Building	3301700 |570150|	2317210	2026/12	254,514.62
				PA 5 203019	Jail Expansion Contract	3303008 |570150|	203019	2026/12	388,971.84
						Total For Check # 339722			**643,486.46**
06/11/2026	339769	1089	TRANE COMPANY	990533024	CITY COUNCIL APPROVED 02/03/26 -	3303501 |570170|	2635110	2026/12	101,100.00
						Total For Check # 339769			**101,100.00**
06/11/2026	339781	2487	TYLER TECHNOLOGIES INC	045-564484	045-564484	3301102 |570170|	2611010	2026/12	900.00
						Total For Check # 339781			**900.00**
06/11/2026	339786	868	COUNTRY FORD-MERCURY INC	95829	CITY COUNCIL APPROVED 08/04/25	3301415 |570020|	2614020	2026/12	44,865.00
						Total For Check # 339786			**44,865.00**
06/18/2026	339795	2446	FIRST AMERICAN TITLE &	1201 S MAIN ST	EARNEST MONEY 1201 S MAIN ST	3301700 |570170|	2617230	2026/12	10,000.00
						Total For Check # 339795			**10,000.00**
06/18/2026	339807	1335	911 CUSTOM	58992 B	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530130	2026/12	842.52
				59020 E	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530140	2026/12	1,729.94
						Total For Check # 339807			**2,572.46**
06/18/2026	339856	5686	DESIGN WORKSHOP INC	0085308	CITY COUNCIL APPROVED 02/17/2026	3301410 |570170|	2614010	2026/12	13,410.02
						Total For Check # 339856			**13,410.02**
06/18/2026	339881	4740	GRAND SLAM SAFETY, LLC	GSS2021320.1C	GSS2021320.1C APRIL 15, 2026	3306000 |570170|	2660520	2026/12	8,370.00
						Total For Check # 339881			**8,370.00**
06/18/2026	339899	3889	KA-COMM INC	199710	199710 FEB 24, 2026	3301200 |570170|	2412050	2026/12	7,165.50
						Total For Check # 339899			**7,165.50**

City of Broken Arrow
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06/18/2026	339904	5630	WESTPORT POOLS LLC	12014723	Nienhuis Pool Painting	3306002 |570170|	2560300	2026/12	210,367.00
						Total For Check # 339904			**210,367.00**
06/18/2026	339934	4508	C A ASSETS LLC	29056	REPLACE OVERHEAD CART BARN	3306102 |570150|	BC61060	2026/12	4,140.00
						Total For Check # 339934			**4,140.00**
06/25/2026	340062	1516	COWAN GROUP ENGINEERING	10997	Operations Center Site Improvements	3301700 |570160|	2217090	2026/12	6,776.00
				10895	Operations Center Site Improvements	3301700 |570160|	2217090	2026/12	17,144.00
						Total For Check # 340062			**23,920.00**
06/25/2026	340098	3817	JACOBS ENGINEERING GROUP	W7Y61700-008	2417260 Jacobs Project	3301700 |570170|	2417260	2026/12	94,880.01
						Total For Check # 340098			**94,880.01**
06/25/2026	340131	3216	SCISSOR TAIL CONSTRUCTION,	1602	1602 APRIL 28, 2026	3301700 |570150|	191711	2026/12	3,800.00
						Total For Check # 340131			**3,800.00**
06/25/2026	340139	1128	SMITH BROTHERS ABSTRACT &	3072611867-5	3072611867-5 JUNE 12, 2026	3301700 |570150|	2553230	2026/12	150.00
						Total For Check # 340139			**150.00**
						Total For Fund 330			**1,232,649.45**
						Number of Invoices For Fund 330			**21**

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06/18/2026	339883	5570	GRANITE DEFENSE &	1726	Drones for Patrol	3313001 |570170|	2630150	2026/12	8,972.02
						Total For Check # 339883			**8,972.02**
						Total For Fund 331			**8,972.02**
						Number of Invoices For Fund 331			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/18/2026	339904	5630	WESTPORT POOLS LLC	12014723	Nienhuis Pool Painting	3326002 |570170|	2560300	2026/12	45,136.00
						Total For Check # 339904			**45,136.00**
						Total For Fund 332			**45,136.00**
						Number of Invoices For Fund 332			**1**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339700	1448 INTOXIMETERS	814618	Portable Breath Testers for PD	3413001 |560240|		2026/12	38,520.00
					Total For Check # 339700			**38,520.00**
					Total For Fund 341			**38,520.00**
					Number of Invoices For Fund 341			**1**

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06/11/2026	339638	149	AMERICAN ELECTRIC	789-381-1-9 05292026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/12	2,935.88
						Total For Check # 339638			**2,935.88**
06/11/2026	339641	4935	AMAZON.COM SALES INC	1NWK-XGXH-W4F1	ITEM: Westcott 8" Titanium Bonded	3425300 |560350|		2026/12	21.86
						Total For Check # 339641			**21.86**
06/11/2026	339713	131	LOCKE SUPPLY COMPANY	58253637-00	BLANKET PO FOR PLUMBING &	3425300 |560350|		2026/12	12.08
				58335590-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/12	111.60
						Total For Check # 339713			**123.68**
06/18/2026	339812	149	AMERICAN ELECTRIC	983-871-0-9 06012026	FY26 ANNUAL AGREEMENT 954-983-871-	3425300 |550250|		2026/12	24.31
				111-611-0-2 06012026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/12	30,934.30
				452-844-0-4 06022026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/12	2,400.69
						Total For Check # 339812			**33,359.30**
06/18/2026	339834	19	BROKEN ARROW ELECTRIC	S3502328.001	BLANKET PO FOR MISC ELECTRICAL	3425300 |560350|		2026/12	114.54
						Total For Check # 339834			**114.54**
06/18/2026	339867	1231	AT&T MOBILITY LLC	19128175X06082026	287319128175X06082026	3425300 |550540|		2026/12	81.08
						Total For Check # 339867			**81.08**
06/18/2026	339917	25	NAPA AUTO PARTS	027117	DCM0100	3425300 |560350|		2026/12	1,040.00
				026408	DCM0100	3425300 |560350|		2026/12	1,040.00
						Total For Check # 339917			**2,080.00**
06/25/2026	340030	149	AMERICAN ELECTRIC	959-474-0-9 06162026	FY26 ANNUAL AGREEMENT - 955-959-	3425300 |550250|		2026/12	73.40
				095-584-0-2 06112026	FY26 ANNUAL AGREEMENT 952-095-584-	3425300 |550250|		2026/12	52.83
				144-898-0-2 06112026	FY26 ANNUAL AGREEMENT 959-144-898-	3425300 |550250|		2026/12	6.78
				851-307-0-7 06102026	FY26 ANNUAL AGREEMENT 959-851-307-	3425300 |550250|		2026/12	6.78
				343-742-0-7 06182026	FY26 ANNUAL AGREEMENT - 950-343-	3425300 |550250|		2026/12	58.01
				883-018-0-0 06152026	FY26 ANNUAL AGREEMENT 959-883-018-	3425300 |550250|		2026/12	51.01
				158-339-0-2 06162026	FY26 ANNUAL AGREEMENT 956-158-339-	3425300 |550250|		2026/12	104.05
						Total For Check # 340030			**352.86**
						Total For Fund 342			**39,069.20**
						Number of Invoices For Fund 342			**18**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339659	808	BUILDERS UNLIMITED, INC.	PA 1 ST23290	Kenosha Sidewalk - Project ST23290	3435300 |570150|	ST23290	2026/12	1,428.79
						Total For Check # 339659			**1,428.79**
06/11/2026	339678	1275	ERGON ASPHALT &	9403706698	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26070	2026/12	1,232.74
				9403704170	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26070	2026/12	1,600.96
				9403716697	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26070	2026/12	2,169.27
				9403718072	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26070	2026/12	1,472.88
						Total For Check # 339678			**6,475.85**
06/11/2026	339686	3214	GRADE LINE CONSTRUCTION	PA 4 ST22100	Wedgewood Residential - Project ST22100	3435300 |570150|	ST22100	2026/12	99,497.63
				PA 5 ST22100	Wedgewood Residential - Project ST22100	3435300 |570150|	ST22100	2026/12	161,019.06
				PA 6 ST22100	Wedgewood Residential - Project ST22100	3435300 |570150|	ST22100	2026/12	59,388.93
				PA 6 ST22100	Wedgewood Residential - Project ST22100	3435300 |570150|	ST22100	2026/12	25,912.74
						Total For Check # 339686			**345,818.36**
06/11/2026	339698	5051	HUDSON PRINCE	249-4	Professional Consultant Services Agreement	3435300 |570160|	ST24070	2026/12	6,451.00
						Total For Check # 339698			**6,451.00**
06/11/2026	339773	226	TULSA COUNTY ASSESSOR'S	10016931	10016931 05/04/2026	3435300 |570150|	ST26340	2026/12	20,648.95
				10016931	10016931 05/04/2026	3435300 |570150|	ST26350	2026/12	10,262.04
						Total For Check # 339773			**30,910.99**
06/11/2026	339780	1496	TWIN CITIES READY MIX INC	322308	BLANKET PO FOR MISC	3435300 |570150|	ST26090	2026/12	1,564.00
				322033	BLANKET PO FOR MISC	3435300 |570150|	ST26090	2026/12	322.40
				322945	BLANKET PO FOR MISC	3435300 |570150|	ST26090	2026/12	2,860.00
				322699	BLANKET PO FOR MISC	3435300 |570150|	ST26090	2026/12	1,750.98
				322491	BLANKET PO FOR MISC	3435300 |570150|	ST26090	2026/12	1,742.00
						Total For Check # 339780			**8,239.38**
06/18/2026	339820	4846	APAC-CENTRAL, INC.	7002466245	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26060	2026/12	1,623.26
				7002466273	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26060	2026/12	2,582.31
						Total For Check # 339820			**4,205.57**
06/18/2026	339860	2148	ELLSWORTH CONSTRUCTION	1058	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|		2026/12	15,249.52
				1067	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26060	2026/12	4,179.48
				1047	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26060	2026/12	88,936.32
				1046	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26090	2026/12	93,279.88
						Total For Check # 339860			**201,645.20**

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06/18/2026	339862	1275	ERGON ASPHALT &	9403723214	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST26060	2026/12	920.55
						Total For Check # 339862			**920.55**
06/18/2026	339931	320	POE AND ASSOCIATES	15923	SW25120 Hemlock Culvert	3435300 |570160|	SW25120	2026/12	2,932.50
						Total For Check # 339931			**2,932.50**
06/18/2026	339943	4665	DUSTIN ENTERPRISES INC	8351	8351	3435300 |570150|	ST26060	2026/12	504.00
						Total For Check # 339943			**504.00**
06/18/2026	339945	969	SHERWOOD CONSTRUCTION	305427	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST26060	2026/12	302.85
						Total For Check # 339945			**302.85**
06/18/2026	339970	819	VANCE BROTHERS LLC	5127	BLANKET PO FOR ROAD OIL SSI	3435300 |570150|	ST26060	2026/12	90.60
						Total For Check # 339970			**90.60**
06/25/2026	340029	2243	ADVANCED WORKZONE	0036790-IN	Guardrail materials-Matt Duran	3435300 |570150|	ST24270	2026/12	5,142.22
						Total For Check # 340029			**5,142.22**
06/25/2026	340037	4846	APAC-CENTRAL, INC.	7002459077	BLANKET PO FOR AGGREGATE	3435300 |570150|	ST26090	2026/12	545.54
						Total For Check # 340037			**545.54**
06/25/2026	340063	3018	CRAFCO INC	9403726024	CRACK SEALING-For Jeff Johnson	3435300 |570150|	ST21310	2026/12	2,880.00
						Total For Check # 340063			**2,880.00**
06/25/2026	340070	2148	ELLSWORTH CONSTRUCTION	1064	Asphalt -Main Street Project-For Jeff	3435300 |570150|	ST26060	2026/12	34,941.34
				1078	Asphalt -Main Street Project-For Jeff	3435300 |570150|	ST26060	2026/12	11,354.40
				1076	Asphalt -Main Street Project-For Jeff	3435300 |570150|	ST26060	2026/12	18,416.87
				1056	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26070	2026/12	35,252.58
						Total For Check # 340070			**99,965.19**
06/25/2026	340159	1496	TWIN CITIES READY MIX INC	321194	BLANKET PO FOR MISC	3435300 |570150|	ST24270	2026/12	164.80
						Total For Check # 340159			**164.80**
						Total For Fund 343			**718,623.39**
						Number of Invoices For Fund 343			**36**

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06/11/2026	202816	826	LOWES	972860	BLANKET PO FOR MISC. ITEMS	3443001 |560280|		2026/12	181.54
				970414	BLANKET PO FOR MISC. ITEMS	3443001 |560180|		2026/12	4.75
				970894	BLANKET PO FOR MISC. ITEMS	3443001 |560180|		2026/12	17.35
						Total For Check # 202816			**203.64**
06/11/2026	339600	4994	CINDY LANE	MLG 04202026	REIMB MILEAGE APRIL 20-24 LAS	3443006 |550030|		2026/12	367.60
						Total For Check # 339600			**367.60**
06/11/2026	339641	4935	AMAZON.COM SALES INC	1XKL-HYH1-THXY	Restock of Batteries for SOT	3443001 |560230|		2026/12	684.04
				1JVQ-RX16-NJ1T	Additional Amazon Items for Capt. Tener	3443001 |570170|	2630120	2026/12	73.70
				1MG4-9NYL-DWVW	Additional Amazon Items for Capt. Tener	3443001 |570170|	2630120	2026/12	15.19
				1JK6-C74R-DKR7	Copy Paper	3443009 |560030|		2026/12	129.57
				1JK6-C74R-CVHN	Kennel supplies	3443009 |560230|		2026/12	14.72
				11N6-NPLT-1WV6	Various Amazon Items for PD	3443006 |560030|		2026/12	74.89
				11N6-NPLT-1WV6	Various Amazon Items for PD	3443010 |560030|		2026/12	41.26
				11N6-NPLT-1WV6	Various Amazon Items for PD	3443001 |560230|		2026/12	266.16
				11N6-NPLT-1WV6	Various Amazon Items for PD	3443006 |560230|		2026/12	59.88
				19R1-6KHL-JFPK	Restock of Batteries for SOT	3443001 |560230|		2026/12	185.68
				1N9N-F1RQ-4CNQ	More Items for Captain Tener	3443001 |570170|	2630120	2026/12	9,232.80
						Total For Check # 339641			**10,777.89**
06/11/2026	339647	739	ANIMAL CARE EQUIPMENT &	142315	Chemical for power wash	3443009 |560300|		2026/12	1,677.43
						Total For Check # 339647			**1,677.43**
06/11/2026	339660	3983	CAMPBELL PET COMPANY	0431869-IN	leashes for the shelter	3443009 |560230|		2026/12	658.00
						Total For Check # 339660			**658.00**
06/11/2026	339661	5454	CARDS NEO, LLC	363454	Trash/Recycling Service for PSC FY26	3443001 |540070|		2026/12	302.50
						Total For Check # 339661			**302.50**
06/11/2026	339666	37	CINTAS CORPORATION	5339928203	BLANKET PO FOR ALL DEPARTMENT	3443008 |560230|		2026/12	134.83
						Total For Check # 339666			**134.83**
06/11/2026	339667	1391	CLEAN THE UNIFORM CO	52194953	Rugs for the Animal Shelter	3443009 |540330|		2026/12	3.92
				52194954	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	4.71
				52194955	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	4.71
				52195447	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	15.30
						Total For Check # 339667			**28.64**

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06/11/2026	339691	685	GT DISTRIBUTORS INC	INV1088189	Restock of CS Tri Chambers for SOT	3443001 |560320|		2026/12	528.30
				INV1088062	Glock 45 RDS holster order	3443001 |560100|		2026/12	18,297.00
						Total For Check # 339691			**18,825.30**
06/11/2026	339695	5440	HHM FACILITY MANAGEMENT,	169816	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	70.22
				169816	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	17.02
				169816	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	10.64
				169817	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	356.03
				169817	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	86.31
				169817	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	53.94
				169830	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	593.39
				169830	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	143.85
				169830	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	89.91
				169829	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	69.23
				169829	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	16.78
				169829	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	10.49
				169828	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	71.93
				169828	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	44.95
				169828	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	296.69
				169827	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	79.12
				169827	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	19.18
				169827	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	11.99
				169826	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	47.47
				169826	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	11.51
				169826	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	7.19
				169825	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	979.09
				169825	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	237.36
				169825	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	148.34
				169824	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	247.24
				169824	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	59.94
				169824	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	37.46
				169823	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	197.79
				169823	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	47.95
				169823	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	29.97
				169822	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	189.88
				169822	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	46.03
				169822	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	28.77

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				169821	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	110.77
				169821	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	26.85
				169821	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	16.78
				169820	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	25.71
				169820	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	6.23
				169820	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	3.90
				169819	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	276.91
				169819	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	67.13
				169819	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	41.96
				169818	CUSTODIAL BID# 25.161	3443001 |540070|		2026/12	316.47
				169818	CUSTODIAL BID# 25.161	3443008 |540070|		2026/12	76.72
				169818	CUSTODIAL BID# 25.161	3443009 |540070|		2026/12	47.95
						Total For Check #	**339695**		**5,375.04**
06/11/2026	339702	23	J D YOUNG COMPANY INC	1336363	LEASE 06/2026 & USAGE 05/2026	3443001 |540330|		2026/12	384.45
				1336363	LEASE 06/2026 & USAGE 05/2026	3443006 |540330|		2026/12	94.06
				1336363	LEASE 06/2026 & USAGE 05/2026	3443008 |540330|		2026/12	87.60
				1336363	LEASE 06/2026 & USAGE 05/2026	3443009 |540330|		2026/12	87.60
				1336363	LEASE 06/2026 & USAGE 05/2026	3443010 |540330|		2026/12	208.24
				1336363	LEASE 06/2026 & USAGE 05/2026	3443001 |540550|		2026/12	427.73
				1336363	LEASE 06/2026 & USAGE 05/2026	3443006 |540550|		2026/12	14.48
				1336363	LEASE 06/2026 & USAGE 05/2026	3443009 |540550|		2026/12	27.29
				1336363	LEASE 06/2026 & USAGE 05/2026	3443010 |540550|		2026/12	81.45
				1336363	LEASE 06/2026 & USAGE 05/2026	3443001 |560230|		2026/12	11.17
				1336363	LEASE 06/2026 & USAGE 05/2026	3443006 |560230|		2026/12	2.73
				1336363	LEASE 06/2026 & USAGE 05/2026	3443008 |560230|		2026/12	5.58
				1336363	LEASE 06/2026 & USAGE 05/2026	3443009 |560230|		2026/12	2.73
				1336363	LEASE 06/2026 & USAGE 05/2026	3443010 |560230|		2026/12	2.73
						Total For Check #	**339702**		**1,437.84**
06/11/2026	339703	2133	JIM NORTON CHEVROLET	389650	Unit# 2314	3443001 |540200|		2026/12	230.19
						Total For Check #	**339703**		**230.19**
06/11/2026	339705	5131	KEVIN BEHE	16425	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
				16425	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
				16495	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
				16495	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
				16494	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69

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			16494	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
			16493	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.70
			16493	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
			16492	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
			16492	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
			16491	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.70
			16491	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
			16489	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.80
			16489	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.31
			16490	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.80
			16490	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.31
			16488	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.70
			16488	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23
			16468	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
			16468	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
			16470	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
			16470	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23
			16469	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.70
			16469	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.24
			16472	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
			16472	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23
			16473	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.22
			16473	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.14
			16474	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.43
			16474	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.28
			16471	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.43
			16471	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.28
			16476	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.22
			16476	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.14
			16475	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.43
			16475	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.28
			16477	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.80
			16477	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.31
			16478	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.43
			16478	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.28
			16479	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
			16479	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
			16482	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	4.80

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				16482	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.31
				16481	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
				16481	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
				16480	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
				16480	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
				16484	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	9.61
				16484	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.61
				16483	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.70
				16483	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23
						Total For Check # 339705			**110.06**
06/11/2026	339707	3876	KRISTI WITTLICH	05312026	Professional Services Veterinary Consult	3443009 |530870|		2026/12	608.00
						Total For Check # 339707			**608.00**
06/11/2026	339709	4311	L&M OFFICE FURNITURE	81770	Additional Furniture for the PSC	3443001 |560240|		2026/12	6,055.51
				81255	Hon Company HPTCC2-T1UM--.BLK-$(1)-	3443001 |560240|		2026/12	10,407.52
				81771	CITY COUNCIL APPROVED 01/20/26 -	3443001 |570170|	2630200	2026/12	74,838.67
						Total For Check # 339709			**91,301.70**
06/11/2026	339710	4452	L3HARRIS TECHNOLOGIES INC	93473017	6 Bay Radio Docking Station for QM	3443001 |560500|		2026/12	688.43
						Total For Check # 339710			**688.43**
06/11/2026	339714	2355	LOCKEDINRN	06012026	Visiting Nurse 06/01-05/2026	3443008 |530870|		2026/12	307.08
						Total For Check # 339714			**307.08**
06/11/2026	339716	5727	MARRERO ARMOR L.L.C	1234	Rifle Rated Shield for SOT	3443001 |570170|	2630440	2026/12	7,890.00
						Total For Check # 339716			**7,890.00**
06/11/2026	339725	25	NAPA AUTO PARTS	26709	7502	3443001 |560200|		2026/12	4.25
				26709	20811	3443001 |560210|		2026/12	24.39
				26709	115	3443001 |560210|		2026/12	15.50
				26709	5W20BULK	3443001 |560210|		2026/12	28.92
				26721	F000702	3443001 |560190|		2026/12	297.20
				26735	7060	3443001 |560200|		2026/12	4.25
				26735	4579	3443001 |560200|		2026/12	7.11
				26735	2725	3443001 |560200|		2026/12	15.92
				26735	20811	3443001 |560210|		2026/12	24.39
				26735	115	3443001 |560210|		2026/12	15.50

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				26735	5W20BULK	3443001 |560210|		2026/12	33.74
				26736	7060	3443001 |560200|		2026/12	4.25
				26736	20811	3443001 |560210|		2026/12	24.39
				26736	115	3443001 |560210|		2026/12	15.50
				26736	5W20BULK	3443001 |560210|		2026/12	33.74
				26744	MTP48H6	3443001 |560200|		2026/12	153.36
				26753	MTP94RH7	3443001 |560200|		2026/12	149.29
				26756	MTP48H6	3443001 |560200|		2026/12	153.36
				26756	MTP94RH7	3443001 |560200|		2026/12	-149.29
						Total For Check # 339725			**855.77**
06/11/2026	339730	98	OKLAHOMA NATURAL GAS CO	267746591 05292026	213955901 2677465 91 MASTER BILL	3443001 |550240|		2026/12	32.03
				267746591 05292026	213955901 2677465 91 MASTER BILL	3443001 |550240|		2026/12	355.57
				267746591 05292026	213955901 2677465 91 MASTER BILL	3443001 |550240|		2026/12	188.25
						Total For Check # 339730			**575.85**
06/11/2026	339734	96	OTA PIKEPASS CENTER	20260591699	20260591699	3443001 |550030|		2026/12	130.06
						Total For Check # 339734			**130.06**
06/11/2026	339739	4642	PROPIO LS, LLC	000303630526	000303630526	3443006 |530870|		2026/12	132.72
						Total For Check # 339739			**132.72**
06/11/2026	339753	455	SETCOM CORPORATION	64701	New Setcom Mic System for Unit 2600	3443001 |560200|		2026/12	2,479.51
						Total For Check # 339753			**2,479.51**
06/11/2026	339754	5048	SHAMROCK TIRE & AUTO	107-800989	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/12	105.00
						Total For Check # 339754			**105.00**
06/11/2026	339763	4045	STEPHANIE BRADLEY	284	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/12	595.00
						Total For Check # 339763			**595.00**
06/11/2026	339775	3877	OLEN MASINGALE	INV 2026-0158	2026-0158	3443009 |540070|		2026/12	714.00
						Total For Check # 339775			**714.00**
06/11/2026	339776			INV 2026-0152	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/12	6,685.00
				INV 2026-0177	High Bay Lighting upgrade	3443001 |540070|		2026/12	3,865.00
						Total For Check # 339776			**10,550.00**

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06/11/2026	339778	949	TULSA WINNELSON COMPANY	013637 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/12	111.89
						Total For Check # 339778			**111.89**
06/11/2026	339787	4810	VELOCITY SYSTEMS	81640	BULLET PROOF VESTS CARRIERS -	3443001 |560110|		2026/12	15,265.00
						Total For Check # 339787			**15,265.00**
06/11/2026	339791	1095	WINDSTREAM HOLDINGS II LLC	100429341 06032026	FY26 ANNUAL AGREEMENT 100429341	3443001 |550220|		2026/12	6,967.86
				100738908 06032026	FY26 ANNUAL AGREEMENT 100738908	3443001 |550220|		2026/12	5,474.16
				101250768 05272026	FY26 ANNUAL 101250768 05272026 918-	3443001 |550220|		2026/12	73.12
						Total For Check # 339791			**12,515.14**
06/11/2026	339792	4905	METROPOLITAN LIFE	201772	Payroll Run 1 - Warrant 260522	344 |218340|		2026/11	1,242.12
				201772	Payroll Run 1 - Warrant 260522	344 |218480|		2026/11	3,977.92
				201772	Payroll Run 1 - Warrant 260522	344 |218590|		2026/11	665.76
						Total For Check # 339792			**5,885.80**
06/18/2026	339793	2283	CALEB SHERMAN	PDR 04122026	PER DIEM RED DOT INSTRUCTOR	3443001 |550030|		2026/12	197.20
						Total For Check # 339793			**197.20**
06/18/2026	339797	2287	JAMES TAYLOR	PDR 06272026	PER DIEM NASRO CONF	3443001 |550030|		2026/12	400.00
						Total For Check # 339797			**400.00**
06/18/2026	339798	4013	JOSE DIAZ	PDR 06272026	PER DIEM NASRO	3443001 |550030|		2026/12	520.00
						Total For Check # 339798			**520.00**
06/18/2026	339806	2292	TIFFANY JESSIE KOCH	PDR 06272026	PER DIEM NASRO	3443001 |550030|		2026/12	520.00
						Total For Check # 339806			**520.00**
06/18/2026	339808	5216	918 WRECKER SERVICE INC.	26-339116	26-339116 JUNE 8, 2026	3443001 |540200|		2026/12	60.00
						Total For Check # 339808			**60.00**
06/18/2026	339812	149	AMERICAN ELECTRIC	234-103-0-2 06022026	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/12	18,582.15
				234-103-0-2 06022026	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/12	2,141.40
						Total For Check # 339812			**20,723.55**
06/18/2026	339819	739	ANIMAL CARE EQUIPMENT &	142457	Ketch-All Replacement and Parts	3443009 |560230|		2026/12	517.59
				142457	Ketch-All Replacement and Parts	3443009 |560240|		2026/12	360.00
						Total For Check # 339819			**877.59**

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06/18/2026	339825	73	AT&T	9181470070 06012026	918 147-0070 426 9 JUNE 1, 2026	3443006 |550220|		2026/12	1,830.40
						Total For Check # 339825			**1,830.40**
06/18/2026	339836	4584	BROKEN ARROW PET RESORT	41747	41747	3443001 |530870|		2026/12	118.80
						Total For Check # 339836			**118.80**
06/18/2026	339837	204	BROKEN ARROW PUBLIC	2026-099-062	2026-099-062 JUNE 10, 2026	3443001 |550100|		2026/12	3,667.72
						Total For Check # 339837			**3,667.72**
06/18/2026	339847	1391	CLEAN THE UNIFORM CO	52197182	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	4.78
				52197183	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	4.78
						Total For Check # 339847			**9.56**
06/18/2026	339848	218	CLIFFORD POWER SYSTEMS	SVC-0208045	SVC-0208045 MARCH 17, 2026	3443001 |540290|		2026/12	652.13
						Total For Check # 339848			**652.13**
06/18/2026	339852	882	COX COMMUNICATIONS	069285801 06062026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/12	1,033.06
						Total For Check # 339852			**1,033.06**
06/18/2026	339859	1500	DULTMEIER SALES LLC	4368407	Replacement hoses	3443009 |560230|		2026/12	342.50
						Total For Check # 339859			**342.50**
06/18/2026	339866	1231	AT&T MOBILITY LLC	19339297X06082026	287319339297X0608226 MAY 31, 2026	3443001 |550220|		2026/12	40.54
				19339297X06082026	287319339297X0608226 MAY 31, 2026	3443001 |550540|		2026/12	9,265.75
						Total For Check # 339866			**9,306.29**
06/18/2026	339867			19128175X06082026	287319128175X06082026	3443001 |550220|		2026/12	1,888.75
				19128175X06082026	287319128175X06082026	3443009 |550220|		2026/12	19.23
				19128175X06082026	287319128175X06082026	3443001 |550540|		2026/12	6,259.47
				19128175X06082026	287319128175X06082026	3443006 |550540|		2026/12	25.24
				19128175X06082026	287319128175X06082026	3443009 |550540|		2026/12	243.24
						Total For Check # 339867			**8,435.93**
06/18/2026	339875	2594	GOOD SHEPHERD VETERINARY	739835	739835 JUNE 5, 2026	3443001 |530870|		2026/12	343.50
						Total For Check # 339875			**343.50**
06/18/2026	339878	5026	DALE GRAHAM	383	383	3443001 |540070|		2026/12	265.00

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						Total For Check # 339878			**265.00**
06/18/2026	339883	5570	GRANITE DEFENSE &	1726	Drones for Patrol	3443001 |570170|	2630150	2026/12	30,000.00
						Total For Check # 339883			**30,000.00**
06/18/2026	339886	5747	GUARDIAN ALLIANCE	34903	34903 MAY 31, 2026	3443001 |530870|		2026/12	1,372.00
						Total For Check # 339886			**1,372.00**
06/18/2026	339892	4488	HOLT VENTURES LLC	20220310	20220310 JUNE 11, 2026	3443001 |530870|		2026/12	3,750.00
						Total For Check # 339892			**3,750.00**
06/18/2026	339893	115	INCOG	E-002465	E-002465	3443006 |550220|		2026/12	13,806.74
				227954	227954 MAY 31, 2026	3443006 |540550|		2026/12	2,512.17
						Total For Check # 339893			**16,318.91**
06/18/2026	339901	5131	KEVIN BEHE	16647	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
				16647	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
				16646	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	5.91
				16646	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.38
						Total For Check # 339901			**9.44**
06/18/2026	339910	2355	LOCKEDINRN	06082026	Visiting Nurse	3443008 |530870|		2026/12	307.08
						Total For Check # 339910			**307.08**
06/18/2026	339917	25	NAPA AUTO PARTS	26974	F2GZ1A189A	3443001 |560190|		2026/12	148.66
				027096	F012114	3443001 |560190|		2026/12	272.86
				026521	55111260AF	3443001 |560200|		2026/12	136.67
				026525	F012114	3443001 |560190|		2026/12	272.86
				026525	34874	3443001 |560230|		2026/12	4.81
				026535	F008921	3443001 |560190|		2026/12	712.08
				026564	F014937	3443001 |560190|		2026/12	163.66
				026565	F014937	3443001 |560190|		2026/12	163.66
				026571	276464	3443001 |560200|		2026/12	271.92
				026789	F012114	3443001 |560190|		2026/12	272.86
				026794	F013868	3443009 |560190|		2026/12	783.24
				026804	MTP48H6	3443009 |560200|		2026/12	204.06
				026395	F008261	3443001 |560190|		2026/12	266.84
				026396	F000702	3443001 |560190|		2026/12	297.20

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					Total For Check # 339917		3,971.38
06/18/2026	339918		026883	626654	3443001 |560200|	2026/12	43.48
			026883	800414HP	3443001 |560200|	2026/12	20.77
			026883	800413HP	3443001 |560200|	2026/12	22.01
			026883	626553	3443001 |560200|	2026/12	46.49
			26969	100255	3443001 |560200|	2026/12	4.25
			26969	0W20BULK	3443001 |560210|	2026/12	40.24
			26969	115	3443001 |560210|	2026/12	15.50
			26969	20811	3443001 |560210|	2026/12	24.39
			26970	4579	3443001 |560200|	2026/12	7.11
			26970	2725	3443001 |560200|	2026/12	15.92
			26970	7060	3443001 |560200|	2026/12	4.25
			26970	20811	3443001 |560210|	2026/12	24.39
			26970	115	3443001 |560210|	2026/12	15.50
			26970	5W20BULK	3443001 |560210|	2026/12	33.74
			26979	1DEX	3443001 |560210|	2026/12	24.88
			26980	7502	3443001 |560200|	2026/12	4.25
			26980	20811	3443001 |560210|	2026/12	24.39
			26980	115	3443001 |560210|	2026/12	15.50
			26980	5W20BULK	3443001 |560210|	2026/12	28.92
			026560	4017	3443001 |560200|	2026/12	8.00
			026560	9756	3443001 |560200|	2026/12	14.86
			026560	7060	3443001 |560200|	2026/12	4.25
			026560	20811	3443001 |560210|	2026/12	24.39
			026560	115	3443001 |560210|	2026/12	15.50
			026560	5W20BULK	3443001 |560210|	2026/12	33.74
			026568	X004LT7HGR	3443001 |560200|	2026/12	24.10
			026570	7060	3443001 |560200|	2026/12	4.25
			026570	20811	3443001 |560210|	2026/12	24.39
			026570	115	3443001 |560210|	2026/12	15.50
			026570	5W20BULK	3443001 |560210|	2026/12	33.74
			026769	7502	3443001 |560200|	2026/12	4.25
			026769	20811	3443001 |560210|	2026/12	24.39
			026769	115	3443001 |560210|	2026/12	15.50
			026769	5W20BULK	3443001 |560210|	2026/12	33.74
			026772	7060	3443001 |560200|	2026/12	4.25
			026772	5W20BULK	3443001 |560210|	2026/12	33.74

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			026772	20811	3443001 |560210|		2026/12	24.39
			026772	115	3443001 |560210|		2026/12	15.50
			026776	7502	3443001 |560200|		2026/12	4.25
			026776	20811	3443001 |560210|		2026/12	24.39
			026776	115	3443001 |560210|		2026/12	15.50
			026776	5W30BULK	3443001 |560210|		2026/12	26.67
			026780	7060	3443001 |560200|		2026/12	4.25
			026780	20811	3443001 |560210|		2026/12	24.39
			026780	115	3443001 |560210|		2026/12	15.50
			026780	5W20BULK	3443001 |560210|		2026/12	33.74
			026784	FT8855	3443001 |560200|		2026/12	57.82
			026784	860	3443001 |560230|		2026/12	10.94
			026784	2413	3443001 |560230|		2026/12	3.33
			026786	7502	3443001 |560200|		2026/12	4.25
			026786	20811	3443001 |560210|		2026/12	24.39
			026786	115	3443001 |560210|		2026/12	15.50
			026786	5W20BULK	3443001 |560210|		2026/12	28.92
			026798	7502	3443009 |560200|		2026/12	4.25
			026798	230266	3443009 |560200|		2026/12	10.91
			026798	9883	3443009 |560200|		2026/12	12.73
			026798	3057N	3443009 |560200|		2026/12	0.54
			026798	115	3443009 |560210|		2026/12	15.50
			026798	5W20BULK	3443009 |560210|		2026/12	38.56
			026801	25060448	3443001 |560200|		2026/12	15.74
			026801	6022864	3443001 |560200|		2026/12	76.43
			026403	100255	3443001 |560200|		2026/12	4.25
			026403	20811	3443001 |560210|		2026/12	24.39
			026403	115	3443001 |560210|		2026/12	15.50
			026403	0W20BULK	3443001 |560210|		2026/12	25.06
			026403	2413	3443001 |560230|		2026/12	6.66
			026405	100050	3443001 |560200|		2026/12	4.55
			026405	20811	3443001 |560210|		2026/12	24.39
			026405	115	3443001 |560210|		2026/12	15.50
			026405	5W30BULK	3443001 |560210|		2026/12	22.86
			026418	20811	3443001 |560200|		2026/12	24.39
			026418	115	3443001 |560200|		2026/12	15.50
			026418	7060	3443001 |560200|		2026/12	4.25
			026418	4017	3443001 |560200|		2026/12	8.00

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				026418	9756	3443001 |560200|		2026/12	14.86
				026418	5W20BULK	3443001 |560210|		2026/12	33.74
						Total For Check # 339918			**1,486.86**
06/18/2026	339919			26993	22475	3443001 |560230|		2026/12	5.60
				26993	9080XL	3443001 |560230|		2026/12	15.56
				026528	RTU1DEX	3443001 |560210|		2026/12	9.30
				026538	3757NALLN	3443001 |560200|		2026/12	2.17
				026548	2413	3443008 |560230|		2026/12	6.66
				026572	7651322	3443008 |560230|		2026/12	9.01
				026810	NPB18	3443001 |560200|		2026/12	7.27
				026810	60241B	3443001 |560200|		2026/12	11.56
						Total For Check # 339919			**67.13**
06/18/2026	339923	49	OKLAHOMA DEPT OF PUBLIC	LET-023457	LET-023457 JUNE 8, 226	3443006 |550540|		2026/12	3,805.00
						Total For Check # 339923			**3,805.00**
06/18/2026	339924	98	OKLAHOMA NATURAL GAS CO	114839300 05142026	210157046 1148393 00 MAY 14, 2026	3443001 |550240|		2026/12	175.86
				114839300 06152026	210157046 1148393 00 JUNE 15, 2026	3443001 |550240|		2026/12	171.25
				110008282 05142026	213245197 1100082 82 1101 N 6TH ST	3443001 |550240|		2026/12	181.78
				110008282 06152026	213245197 1100082 82 1101 N 6TH ST	3443001 |550240|		2026/12	177.17
						Total For Check # 339924			**706.06**
06/18/2026	339944	335	SERVICE OKLAHOMA	L1670825784	L1670825784 JUNE 8, 2026	3443001 |560230|		2026/12	15.50
						Total For Check # 339944			**15.50**
06/18/2026	339946	1586	PETER GERNER	5802	5802 MAY 28, 2026	3443001 |540200|		2026/12	494.00
						Total For Check # 339946			**494.00**
06/18/2026	339948	4917	FIRST RESPONDER	195577-1	Reserve Officer Uniform Items	3443001 |560100|		2026/12	287.97
						Total For Check # 339948			**287.97**
06/18/2026	339949	4045	STEPHANIE BRADLEY	285	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/12	480.00
				286	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/12	405.00
						Total For Check # 339949			**885.00**
06/18/2026	339951	5285	SUPER KLEAN CAR WASH	MAY 2026	Car Washes invoiced once per month MAY	3443001 |540200|		2026/12	1,050.00
						Total For Check # 339951			**1,050.00**

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06/18/2026	339952	2325 T MOBILE USA INC	L2605060199	L2605060199 MAY 6, 2026	3443001 |530870|		2026/12	50.00
					Total For Check #	**339952**		**50.00**
06/18/2026	339956	1104 TIGER, INC.	0526304743	0526304743 MAY 1-31, 2026 4121 E	3443009 |550240|		2026/12	120.85
			0526304742	0526304742 MAY 1-31, 2026 1101 N 6TH	3443001 |550240|		2026/12	34.53
			0526304725	0526304725 MAY 1-31, 2026 4205 E	3443001 |550240|		2026/12	12.33
					Total For Check #	**339956**		**167.71**
06/18/2026	339959	1230 TULSA COUNTY	10016416	10016416 MARCH 16, 2026	3443001 |550360|		2026/12	53.41
					Total For Check #	**339959**		**53.41**
06/18/2026	339960		10016747	10016747 APRIL 16, 2026	3443001 |550360|		2026/12	71.79
					Total For Check #	**339960**		**71.79**
06/18/2026	339961		10015309	10015309 NOV 17, 2025	3443003 |550360|		2026/12	301.64
					Total For Check #	**339961**		**301.64**
06/18/2026	339976	1095 WINDSTREAM HOLDINGS II LLC	77540005	FY26 ANNUAL 77540005 JUNE 04, 2026	3443001 |550540|		2026/12	237.38
			77538814	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	307.46
			77538119	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	288.39
			77538274	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	307.76
			77536743	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	285.40
			77536374	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	285.63
			77536136	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	296.43
			77538734	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	307.46
			77537177	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	293.93
			77539278	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	702.27
			77539682	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	616.04
			77539586	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	669.10
			77537332	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	669.10
			77537735	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	635.94
					Total For Check #	**339976**		**5,902.29**
06/25/2026	339978	4371 AUSTIN W SEABOLT	TRR SP2026	TUITION REIMB FOR SPR26 LIBERTY	3443001 |530110|		2026/12	1,083.45
					Total For Check #	**339978**		**1,083.45**
06/25/2026	340027	4919 ADEMCO INC.	303475814	303475814 05/19/2026	3443001 |540070|		2026/12	151.31

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						Total For Check # 340027			**151.31**
06/25/2026	340031	4935	AMAZON.COM SALES INC	1XDX-9W3T-4H6M	Power Strips for Captain Tener	3443001 |570170|	2630120	2026/12	104.04
				1WF4-3RC9-KW9K	Amazon Items for Various People	3443006 |560230|		2026/12	78.02
				1WF4-3RC9-KW9K	Amazon Items for Various People	3443001 |560550|		2026/12	69.97
				1RJT-1Y4R-CJGY	Restock of Sharpies for the Range	3443001 |560320|		2026/12	34.72
				1CCV-HXTM-J6YJ	Additional Items for Capt. Tener PTZ Project	3443001 |570170|	2630120	2026/12	2,217.18
				1PJ6-WXN1-43TJ	Office Supplies	3443001 |560030|		2026/12	361.78
				1PJ6-WXN1-43TJ	Office Supplies	3443010 |560030|		2026/12	120.33
				1Q44-9WHQ-4LHP	Restock of Sharpies for the Range	3443001 |560320|		2026/12	61.96
				1PFT-X9LL-RNH6	Amazon Items for Various People	3443001 |560230|		2026/12	18.69
				1PFT-X9LL-RNH6	Amazon Items for Various People	3443001 |560550|		2026/12	117.93
				1HNH-CF7G-VTW3	Amazon order for Captain Tener	3443001 |570170|	2630120	2026/12	35.12
				1PND-6VK6-7XHH	Restock of Copy Paper at the Jail	3443008 |560030|		2026/12	215.95
				11CD-YRVC-GHTR	Coolers for PRU	3443001 |560240|		2026/12	372.34
				176Y-GLJX-97PL	JPA Items	3443001 |560230|		2026/12	701.72
				1G61-PC4N-JHHT	Additional Cooling Fans for Capt. Tener	3443001 |570170|	2630120	2026/12	263.94
				19X3-97DF-JHH9	Additional Amazon Items for Capt. Tener	3443001 |570170|	2630120	2026/12	2,076.44
						Total For Check # 340031			**6,850.13**
06/25/2026	340032	1372	AMERICAN DOCUMENT	202462	Shredding Service for PD Records	3443010 |540280|		2026/12	45.00
						Total For Check # 340032			**45.00**
06/25/2026	340039	280	ASSOCIATED BAG COMPANY	G680354	Restock of Envelopes for Property Room	3443008 |560030|		2026/12	748.67
						Total For Check # 340039			**748.67**
06/25/2026	340045	2358	BEDFORD CAMERA AND VIDEO	128331	Camera Lens for Hannah Perry	3443001 |560240|		2026/12	1,330.00
						Total For Check # 340045			**1,330.00**
06/25/2026	340056	37	CINTAS CORPORATION	5341888903	BLANKET PO FOR ALL DEPARTMENT	3443009 |560230|		2026/12	37.37
						Total For Check # 340056			**37.37**
06/25/2026	340057	1391	CLEAN THE UNIFORM CO	52197676	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	15.30
						Total For Check # 340057			**15.30**
06/25/2026	340059	5511	CON10GENCY CONSULTING,	SO-4080	Helmets for SRT New Members	3443001 |560110|		2026/12	1,923.52
						Total For Check # 340059			**1,923.52**

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06/25/2026	340066	634	DELL MARKETING L.P.	10879596227	2 PD Laptops Dustin Weber	3443001 |560240|		2026/12	5,932.00
						Total For Check # 340066			**5,932.00**
06/25/2026	340071	1205	EMBLEMS INC	51921	Patches for SRT	3443001 |560100|		2026/12	288.00
						Total For Check # 340071			**288.00**
06/25/2026	340075	1231	AT&T MOBILITY LLC	DVR052026	DVR052026 ACCT#500634737 05/05-	3443001 |550540|		2026/12	2,857.25
						Total For Check # 340075			**2,857.25**
06/25/2026	340084	4344	GORFAM MARKETING INC	80034	Shirts for PD Interns	3443001 |560100|		2026/12	120.00
						Total For Check # 340084			**120.00**
06/25/2026	340090	4320	HILL'S PET NUTRITION SALES	257223486	Dog food for the shelter	3443009 |560230|		2026/12	205.94
						Total For Check # 340090			**205.94**
06/25/2026	340095	3016	INSIGHT PUBLIC SECTOR INC	1101395329	Cradlepoint NetCloud yearly renewal	3443001 |540550|		2026/12	158.69
						Total For Check # 340095			**158.69**
06/25/2026	340101	5131	KEVIN BEHE	16532	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.96
				16532	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.19
						Total For Check # 340101			**3.15**
06/25/2026	340104	4452	L3HARRIS TECHNOLOGIES INC	93475010	Restock of Handheld Radio Batteries	3443001 |560500|		2026/12	387.31
						Total For Check # 340104			**387.31**
06/25/2026	340106	614	LIGHTING INC/BROKEN ARROW	S3502614.001	BLANKET PO FOR MISC. LIGHTING	3443008 |560180|		2026/12	5.89
						Total For Check # 340106			**5.89**
06/25/2026	340109	2355	LOCKEDINRN	06152026	Visiting Nurse 06/15-19/2026	3443008 |530870|		2026/12	307.08
						Total For Check # 340109			**307.08**
06/25/2026	340112	25	NAPA AUTO PARTS	026617	FT9656	3443001 |560200|		2026/12	64.68
				026617	68532223AB	3443001 |560230|		2026/12	169.44
				026617	2413	3443001 |560230|		2026/12	6.66
				026620	F000702	3443001 |560190|		2026/12	297.20
				027043	239183	3443001 |560200|		2026/12	167.88
				027043	IC930	3443001 |560200|		2026/12	101.58
				027043	6509	3443001 |560200|		2026/12	26.76

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			027055	DG1Z2001F	3443001 |560200|		2026/12	217.78
			26676	F008261	3443001 |560190|		2026/12	266.84
			26676	34874	3443001 |560230|		2026/12	4.81
			26945	F008921	3443001 |560190|		2026/12	712.08
			26946	AD9144	3443001 |560200|		2026/12	44.97
			26946	2820XB	3443001 |560200|		2026/12	42.39
			26946	2820XB	3443001 |560200|		2026/12	56.00
			26946	2820XA	3443001 |560200|		2026/12	42.39
			26946	2820XA	3443001 |560200|		2026/12	56.00
			26946	2207418	3443001 |560200|		2026/12	19.49
			26946	2207417	3443001 |560200|		2026/12	19.49
			26956	Y110101939	3443001 |560190|		2026/12	797.64
			27157	276464	3443001 |560200|		2026/12	271.92
			027323	MTX49H8	3443001 |560200|		2026/12	212.93
					Total For Check # 340112			**3,598.93**
06/25/2026	340113		026578	7060	3443001 |560200|		2026/12	4.25
			026578	4048	3443001 |560200|		2026/12	8.88
			026578	9746	3443001 |560200|		2026/12	19.29
			026578	20811	3443001 |560210|		2026/12	24.39
			026578	115	3443001 |560210|		2026/12	15.50
			026578	5W20BULK	3443001 |560210|		2026/12	33.74
			026588	20811	3443001 |560200|		2026/12	24.39
			026588	115	3443001 |560200|		2026/12	15.50
			026588	5W20BULK	3443001 |560200|		2026/12	33.74
			026588	WBC21	3443001 |560200|		2026/12	6.64
			026593	ASP1053	3443001 |560200|		2026/12	79.09
			026596	7502	3443001 |560200|		2026/12	4.25
			026596	4068	3443001 |560200|		2026/12	5.32
			026596	6935	3443001 |560200|		2026/12	9.55
			026596	20811	3443001 |560210|		2026/12	24.39
			026596	115	3443001 |560210|		2026/12	15.50
			026596	5W20BULK	3443001 |560210|		2026/12	28.92
			026821	MTP65HD	3443001 |560200|		2026/12	145.99
			026822	100255	3443001 |560200|		2026/12	4.25
			026822	230192	3443001 |560200|		2026/12	12.44
			026822	200039	3443001 |560200|		2026/12	14.76
			026822	20811	3443001 |560210|		2026/12	24.39

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			026822	115	3443001 |560210|		2026/12	15.50
			026822	5W30BULK	3443001 |560210|		2026/12	22.86
			026822	2413	3443001 |560230|		2026/12	6.66
			026823	7502	3443001 |560200|		2026/12	4.25
			026823	4068	3443001 |560200|		2026/12	10.64
			026823	6935	3443001 |560200|		2026/12	9.55
			026823	20811	3443001 |560210|		2026/12	24.39
			026823	115	3443001 |560210|		2026/12	15.50
			026823	5W20BULK	3443001 |560210|		2026/12	28.92
			026832	MTP65HD	3443001 |560200|		2026/12	145.99
			026845	100255	3443001 |560200|		2026/12	4.25
			026845	20811	3443001 |560210|		2026/12	24.39
			026845	115	3443001 |560210|		2026/12	15.50
			026845	0W20BULK	3443001 |560210|		2026/12	40.24
			026849	100050	3443001 |560200|		2026/12	4.55
			026849	230019	3443001 |560200|		2026/12	8.60
			026849	6935	3443001 |560200|		2026/12	9.55
			026849	5W30BULK	3443001 |560210|		2026/12	22.86
			026849	20811	3443001 |560210|		2026/12	24.39
			026849	115	3443001 |560210|		2026/12	15.50
			027049	7502	3443001 |560200|		2026/12	4.25
			027049	20811	3443001 |560210|		2026/12	24.39
			027049	115	3443001 |560210|		2026/12	15.50
			027049	5W20BULK	3443001 |560210|		2026/12	28.92
			027078	100255	3443001 |560200|		2026/12	4.25
			027078	20811	3443001 |560210|		2026/12	24.39
			027078	115	3443001 |560210|		2026/12	15.50
			027078	0W20BULK	3443001 |560210|		2026/12	40.24
			27177	7502	3443001 |560200|		2026/12	4.25
			27177	4068	3443001 |560200|		2026/12	5.32
			27177	6935	3443001 |560200|		2026/12	9.55
			27177	810021	3443001 |560200|		2026/12	12.56
			27177	810026	3443001 |560200|		2026/12	14.63
			27177	20811	3443001 |560210|		2026/12	24.39
			27177	115	3443001 |560210|		2026/12	15.50
			27177	5W20BULK	3443001 |560210|		2026/12	30.18
			27177	2413	3443001 |560230|		2026/12	6.66
			27187	230019	3443001 |560200|		2026/12	17.20

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			27187	6935	3443001 |560200|		2026/12	19.10
			27187	20811	3443001 |560210|		2026/12	24.39
			27187	20811	3443001 |560210|		2026/12	24.39
			27187	115	3443001 |560210|		2026/12	15.50
			27187	5W30BULK	3443001 |560210|		2026/12	30.18
			27190	7060	3443001 |560200|		2026/12	4.25
			27190	2488	3443001 |560200|		2026/12	13.80
			27190	20811	3443001 |560210|		2026/12	24.39
			27190	115	3443001 |560210|		2026/12	15.50
			27190	5W30BULK	3443001 |560210|		2026/12	30.18
			27191	7502	3443001 |560200|		2026/12	4.25
			27191	230266	3443001 |560200|		2026/12	10.91
			27191	9883	3443001 |560200|		2026/12	12.73
			27191	20811	3443001 |560210|		2026/12	24.39
			27191	115	3443001 |560210|		2026/12	15.50
			27191	5W30BULK	3443001 |560210|		2026/12	30.18
			27192	230019	3443001 |560200|		2026/12	8.60
			27192	6935	3443001 |560200|		2026/12	9.55
			27192	100050	3443001 |560200|		2026/12	4.55
			27192	20811	3443001 |560210|		2026/12	24.39
			27192	115	3443001 |560210|		2026/12	15.50
			27192	5W30BULK	3443001 |560210|		2026/12	30.18
			27206	ACT1629A	3443001 |560200|		2026/12	71.34
			27206	84032	3443001 |560210|		2026/12	24.39
			26669	7502	3443001 |560200|		2026/12	8.50
			26669	4068	3443001 |560200|		2026/12	5.32
			26669	6935	3443001 |560200|		2026/12	9.55
			26669	9746	3443001 |560200|		2026/12	19.29
			26669	20811	3443001 |560210|		2026/12	48.78
			26669	115	3443001 |560210|		2026/12	31.00
			26669	5W20BULK	3443001 |560210|		2026/12	28.92
			26677	7060	3443001 |560200|		2026/12	4.25
			26677	2725	3443001 |560200|		2026/12	15.92
			26677	20811	3443001 |560210|		2026/12	24.39
			26677	115	3443001 |560210|		2026/12	15.50
			26677	5W20BULK	3443001 |560210|		2026/12	33.74
			26678	100010	3443001 |560200|		2026/12	4.55
			26678	20811	3443001 |560210|		2026/12	24.39

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			26678	115	3443001 |560210|		2026/12	15.50
			26678	0W20BULK	3443001 |560210|		2026/12	30.18
			26695	7060	3443001 |560200|		2026/12	4.25
			26695	5W20BULK	3443001 |560210|		2026/12	33.74
			26695	20811	3443001 |560210|		2026/12	24.39
			26695	115	3443001 |560210|		2026/12	15.50
			26922	100255	3443001 |560200|		2026/12	4.25
			26922	20811	3443001 |560210|		2026/12	24.39
			26922	115	3443001 |560210|		2026/12	15.50
			26922	0W20BULK	3443001 |560210|		2026/12	40.24
			26923	7502	3443001 |560200|		2026/12	4.25
			26923	115	3443001 |560210|		2026/12	15.50
			26923	20811	3443001 |560210|		2026/12	24.39
			26923	5W20BULK	3443001 |560210|		2026/12	28.92
			26930	90K38485C	3443001 |560200|		2026/12	72.41
			26957	882000CR	3443001 |560200|		2026/12	115.40
			26964	F012114	3443001 |560190|		2026/12	136.43
			27126	230019	3443001 |560200|		2026/12	8.60
			27126	6935	3443001 |560200|		2026/12	9.55
			27126	100050	3443001 |560200|		2026/12	4.55
			27126	20811	3443001 |560210|		2026/12	24.39
			27126	115	3443001 |560210|		2026/12	15.50
			27126	5W30BULK	3443001 |560210|		2026/12	22.86
			27140	7502	3443001 |560200|		2026/12	4.25
			27140	20811	3443001 |560210|		2026/12	24.39
			27140	115	3443001 |560210|		2026/12	15.50
			27140	5W20BULK	3443001 |560210|		2026/12	28.92
			27151	BB5Z7820554AC	3443001 |560200|		2026/12	115.69
			27152	MTP65HD	3443001 |560200|		2026/12	134.42
			27162	FB5Z6068D	3443001 |560200|		2026/12	140.60
			27162	6022477	3443001 |560200|		2026/12	-19.81
			027326	MTP94RH7	3443001 |560200|		2026/12	149.29
					Total For Check # 340113			**3,353.12**
06/25/2026	340114		026835	38485	3443001 |560200|		2026/12	58.20
			027044	25040355SF	3443001 |560200|		2026/12	15.57
			027052	921182RC	3443001 |560190|		2026/12	31.94
			027054	27014	3443001 |560200|		2026/12	65.79

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				027061	7060	3443001 |560200|		2026/12	4.25
				027061	20811	3443001 |560210|		2026/12	24.39
				027061	115	3443001 |560210|		2026/12	15.50
				027061	5W30BULK	3443001 |560210|		2026/12	22.86
				27198	230019	3443001 |560200|		2026/12	8.60
				27198	RTU1DEX	3443001 |560210|		2026/12	9.30
				27198	75130	3443001 |560230|		2026/12	2.83
				26687	7060	3443001 |560200|		2026/12	4.25
				26687	20811	3443001 |560210|		2026/12	24.39
				26687	115	3443001 |560210|		2026/12	15.50
				26687	5W30BULK	3443001 |560210|		2026/12	22.86
				26921	7060	3443001 |560200|		2026/12	4.25
				26921	WBC21	3443001 |560200|		2026/12	3.32
				26921	5W30BULK	3443001 |560210|		2026/12	19.05
				26921	115	3443001 |560210|		2026/12	15.50
				26921	20811	3443001 |560210|		2026/12	24.39
				26958	741391	3443001 |560200|		2026/12	67.26
				27132	7823114	3443001 |560200|		2026/12	40.30
				27139	100050	3443001 |560200|		2026/12	4.55
				27139	20811	3443001 |560210|		2026/12	24.39
				27139	115	3443001 |560210|		2026/12	15.50
				27139	5W30BULK	3443001 |560210|		2026/12	22.86
				27147	7060	3443001 |560200|		2026/12	4.25
				27147	20811	3443001 |560210|		2026/12	24.39
				27147	115	3443001 |560210|		2026/12	15.50
				27147	5W30BULK	3443001 |560210|		2026/12	22.86
				27158	6022477	3443001 |560200|		2026/12	19.81
				027305	IC930	3443001 |560200|		2026/12	33.86
				027314	7031894	3443001 |560200|		2026/12	15.74
						Total For Check #	**340114**		**704.01**
06/25/2026	340115			27207	2413	3443001 |560230|		2026/12	3.33
				26694	2413	3443001 |560230|		2026/12	6.66
				26942	WBC21	3443001 |560200|		2026/12	3.32
				27148	RTU1EXT	3443001 |560210|		2026/12	8.61
						Total For Check #	**340115**		**21.92**
06/25/2026	340135	1586	PETER GERNER	5811	5811 06/06/2026	3443001 |540200|		2026/12	494.00

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						Total For Check # 340135			**494.00**
06/25/2026	340136	275	SIRCHIE FINGER PRINT	0741412-IN	Restock of CSI Supplies	3443001 |560550|		2026/12	160.00
						Total For Check # 340136			**160.00**
06/25/2026	340140	925	SOUTH EAST AUTO TRIM INC.	62349	Repair Driver's Seat Unit 1729	3443001 |540200|		2026/12	700.00
						Total For Check # 340140			**700.00**
06/25/2026	340141	4931	HOWARD DCIII LLC	455719	UNIT 2032 MUTLIPLE LIGHTS ON DASH	3443001 |540200|		2026/12	238.14
						Total For Check # 340141			**238.14**
06/25/2026	340143	1447	SOUTHWEST SOLUTIONS	120469	120469 03/09/2026	3443008 |540550|		2026/12	1,914.62
						Total For Check # 340143			**1,914.62**
06/25/2026	340144	4045	STEPHANIE BRADLEY	287	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/12	485.00
						Total For Check # 340144			**485.00**
06/25/2026	340153	3877	OLEN MASINGALE	INV 2026-0193	Contract Lawn Services, PSC, Training,	3443001 |540070|		2026/12	4,315.00
						Total For Check # 340153			**4,315.00**
06/25/2026	340167	1095	WINDSTREAM HOLDINGS II LLC	101122812 06032026	FY26 ANNUAL AGREEMENT	3443006 |550220|		2026/12	196.48
						Total For Check # 340167			**196.48**
						Total For Fund 344			**349,847.59**
						Number of Invoices For Fund 344			**579**

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06/11/2026	202816	826	LOWES	971083	BLANKET PO FOR MISC. ITEMS	3453501 |560230|		2026/12	44.25
				994255	BLANKET PO FOR MISC. ITEMS	3453503 |560230|		2026/12	-404.50
				994226	BLANKET PO FOR MISC. ITEMS	3453503 |560230|		2026/12	404.50
				994243	BLANKET PO FOR MISC. ITEMS	3453502 |560230|		2026/12	389.39
						Total For Check #	**202816**		**433.64**
06/11/2026	339641	4935	AMAZON.COM SALES INC	16DV-KFPM-FMKV	Office Equ, Supplies, Materials for EMS	3453502 |560030|		2026/12	74.41
				1QQ3-XPCH-NDLN	Office Equ, Supplies, Materials for EMS	3453502 |560230|		2026/12	89.94
				1K37-JG3Y-YCMK	ITEM: Post-it Super Sticky Easel Pad, 25 in	3453503 |560030|		2026/12	70.55
				13TQ-HP7V-MTH6	ems cell phone accessories and other	3453502 |560230|		2026/12	59.98
				111L-3JPG-DDXH	ITEM: 20W USB C Fast Charger for Apple	3453504 |560030|		2026/12	8.99
				1MD4-YLW9-YG3V	ITEM: TASER by Axon OEM Tactical	3453504 |560320|		2026/12	151.98
				1MCH-HJX6-RKK6	ITEM: Deekin 200 Pcs Fireman Rubber	3453504 |560230|		2026/12	295.96
						Total For Check #	**339641**		**751.81**
06/11/2026	339643	5180	AMERICAN MEDICAL GAS	4790	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/12	132.00
				4731	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/12	52.00
						Total For Check #	**339643**		**184.00**
06/11/2026	339662	29	CASCO INDUSTRIES INC	283649	283649	3453501 |560110|		2026/12	528.00
				283649	283649	3453501 |560110|		2026/12	13.00
						Total For Check #	**339662**		**541.00**
06/11/2026	339666	37	CINTAS CORPORATION	5339394410	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/12	296.35
						Total For Check #	**339666**		**296.35**
06/11/2026	339667	1391	CLEAN THE UNIFORM CO	52194950	52194950	3453501 |540330|		2026/12	24.85
				52194950	52194950	3453501 |560300|		2026/12	173.74
				52195444	52195444	3453501 |540330|		2026/12	31.22
				52195444	52195444	3453501 |560300|		2026/12	15.00
				52194949	52194949	3453501 |540330|		2026/12	2.94
				52193843	52193843	3453501 |540330|		2026/12	42.01
				52193843	52193843	3453501 |560300|		2026/12	17.50
				52194325	52194325	3453501 |540330|		2026/12	38.38
				52194325	52194325	3453501 |560300|		2026/12	178.60
				52193842	52193842	3453501 |540330|		2026/12	30.78
				52193842	52193842	3453501 |560300|		2026/12	15.00
				52194326	52194326	3453501 |540330|		2026/12	38.72

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				52194326	52194326	3453501 |560300|		2026/12	120.00
				52194321	52194321	3453501 |540330|		2026/12	27.35
				52194321	52194321	3453501 |560300|		2026/12	72.00
						Total For Check # 339667			**828.09**
06/11/2026	339676	1552	EMS TECHNOLOGY SOLUTIONS	INV4882	INV4882	3453502 |540550|		2026/12	1,706.00
						Total For Check # 339676			**1,706.00**
06/11/2026	339679	1307	FABRICLEAN SUPPLY OF	S4391550.002	Extractor detergent	3453501 |560300|		2026/12	297.62
						Total For Check # 339679			**297.62**
06/11/2026	339682	2650	FIRSTWATCH SOLUTIONS INC	FW113669	FW113669 DEC 30, 2025	3453502 |540550|		2026/12	16,400.52
						Total For Check # 339682			**16,400.52**
06/11/2026	339694	798	HENRY SCHEIN INC	57190728	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	4,007.20
				57420435	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	314.22
						Total For Check # 339694			**4,321.42**
06/11/2026	339696	1333	HOLLY MATERIAL HANDLING &	140021031	unit 0038 jeff bohner	3453501 |540200|		2026/12	1,760.34
						Total For Check # 339696			**1,760.34**
06/11/2026	339701	3537	J & J BOWERS LAWN CARE	052926	052926	3453503 |540280|		2026/12	450.00
						Total For Check # 339701			**450.00**
06/11/2026	339702	23	J D YOUNG COMPANY INC	1336363	LEASE 06/2026 & USAGE 05/2026	3453501 |540330|		2026/12	279.57
				1336363	LEASE 06/2026 & USAGE 05/2026	3453503 |540330|		2026/12	254.68
				1336363	LEASE 06/2026 & USAGE 05/2026	3453501 |540550|		2026/12	96.37
				1336363	LEASE 06/2026 & USAGE 05/2026	3453503 |540550|		2026/12	58.50
				1336363	LEASE 06/2026 & USAGE 05/2026	3453501 |560230|		2026/12	8.32
				1336363	LEASE 06/2026 & USAGE 05/2026	3453503 |560230|		2026/12	2.21
						Total For Check # 339702			**699.65**
06/11/2026	339705	5131	KEVIN BEHE	16425	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16495	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16494	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16493	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16492	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16491	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65

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				16489	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	6.05
				16490	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	6.04
				16488	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16468	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
				16470	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16469	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16472	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
				16473	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	2.79
				16474	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	5.58
				16471	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	5.58
				16476	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	2.79
				16475	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	5.58
				16477	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	6.05
				16478	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	5.58
				16479	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
				16482	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	6.04
				16481	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
				16480	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
				16484	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	12.09
				16483	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
						Total For Check #	**339705**		**130.20**
06/11/2026	339712	1088 LIFE ASSIST INC		2126954	BLANKET PO FOR EMS	3453502 |560230|		2026/12	20.00
				2127672	BLANKET PO FOR EMS	3453502 |560230|		2026/12	840.00
				2124995	BLANKET PO FOR EMS	3453502 |560230|		2026/12	292.26
				2129603	BLANKET PO FOR EMS	3453502 |560230|		2026/12	1,493.44
				2129451	BLANKET PO FOR EMS	3453502 |560230|		2026/12	1,538.40
				2130768	EMS Equipment_Traction Splints_Slishman	3453502 |560240|		2026/12	6,760.00
				2129841	BLANKET PO FOR EMS	3453502 |560240|		2026/12	513.00
						Total For Check #	**339712**		**11,457.10**
06/11/2026	339718	5542 MEDICAL WASTE SERVICES,		278963	278963	3453502 |530870|		2026/12	361.32
						Total For Check #	**339718**		**361.32**
06/11/2026	339723	2621 MYHEALTH ACCESS NETWORK		17902	17902	3453502 |540550|		2026/12	420.00
						Total For Check #	**339723**		**420.00**
06/11/2026	339724	888 NAFECO		1423774	Elkhart Ram Mounts	3453501 |560240|		2026/12	508.98

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						Total For Check #	**339724**		**508.98**
06/11/2026	339725	25	NAPA AUTO PARTS	26706	550EZ50126	3453502 |560200|		2026/12	59.69
				26708	BLA025	3453502 |560200|		2026/12	22.36
				26713	1748XD	3453501 |560200|		2026/12	33.74
				26713	3697	3453501 |560200|		2026/12	12.67
				26713	3604XE	3453501 |560200|		2026/12	29.79
				26713	6891	3453501 |560200|		2026/12	149.35
				26713	15W40BULK	3453501 |560210|		2026/12	143.14
				26724	200905	3453502 |560200|		2026/12	20.38
				26724	300458	3453502 |560200|		2026/12	49.89
				26724	7151	3453502 |560200|		2026/12	15.05
				26724	230266	3453502 |560200|		2026/12	10.91
				26724	15W40BULK	3453502 |560210|		2026/12	67.36
				26724	2413	3453502 |560230|		2026/12	6.66
				26725	64284	3453501 |560230|		2026/12	11.64
				26742	7709231	3453501 |560230|		2026/12	10.23
				26743	7321217	3453501 |560230|		2026/12	2.30
				26745	7151	3453502 |560200|		2026/12	15.05
				26745	230266	3453502 |560200|		2026/12	10.91
				26745	200905	3453502 |560200|		2026/12	20.38
				26745	15W40BULK	3453502 |560210|		2026/12	63.15
				26747	3XG49	3453501 |560200|		2026/12	32.53
						Total For Check #	**339725**		**787.18**
06/11/2026	339728	4349	OKIE PACKAGING &	321906	BLANKET ORDER FOR BLANKET PO	3453501 |560300|		2026/12	781.56
				321849	BLANKET ORDER FOR BLANKET PO	3453501 |560300|		2026/12	1,501.34
						Total For Check #	**339728**		**2,282.90**
06/11/2026	339729	49	OKLAHOMA DEPT OF PUBLIC	LET-023010	LET-023010	3453504 |540550|		2026/12	42.00
						Total For Check #	**339729**		**42.00**
06/11/2026	339730	98	OKLAHOMA NATURAL GAS CO	267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	256.94
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	259.00
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	233.40
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	287.38
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	252.85
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	251.45

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				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	188.42
				267746591 05292026	213955901 2677465 91 MASTER BILL	3453501 |550240|		2026/12	251.20
						Total For Check # 339730			**1,980.64**
06/11/2026	339733	96	OTA PIKEPASS CENTER	20260591327	20260591327	3453501 |550030|		2026/12	556.66
				20260591327	20260591327	3453502 |550030|		2026/12	402.64
				20260591327	20260591327	3453501 |550030|		2026/12	-556.66
				20260591327	20260591327	3453502 |550030|		2026/12	-402.64
						Total For Check # 339733			**0.00**
06/11/2026	339735	5421	OUTDOOR HOME SERVICES	223839817	LAWN TREATMENT SERVICES FOR FIRE	3453501 |540280|		2026/12	897.69
						Total For Check # 339735			**897.69**
06/11/2026	339787	4810	VELOCITY SYSTEMS	82633	VS-SLECC-3_BK-L SCARAB-LE Carrier	3453504 |560110|		2026/12	1,177.00
						Total For Check # 339787			**1,177.00**
06/11/2026	339792	4905	METROPOLITAN LIFE	201772	Payroll Run 1 - Warrant 260522	345 |218340|		2026/11	101.76
				201772	Payroll Run 1 - Warrant 260522	345 |218480|		2026/11	135.10
				201772	Payroll Run 1 - Warrant 260522	345 |218590|		2026/11	101.80
						Total For Check # 339792			**338.66**
06/18/2026	339796	1035	FRANK B SMITH	EMP 05232026	REIMBURSMENT HEROES IN THE	3453501 |530110|		2026/12	100.00
						Total For Check # 339796			**100.00**
06/18/2026	339812	149	AMERICAN ELECTRIC	284-103-0-3 05282026	FY26 ANNUAL AGREEMENT 953-284-103-	3453501 |550250|		2026/12	5,591.58
						Total For Check # 339812			**5,591.58**
06/18/2026	339813	4935	AMAZON.COM SALES INC	1KNC-VWRC-6MR9	Steering Wheel Covers & Car Escape Tools	3453502 |560230|		2026/12	266.73
				11YY-3PLH-4TQG	Dewalt battery replacement	3453501 |560240|		2026/12	224.98
						Total For Check # 339813			**491.71**
06/18/2026	339841	29	CASCO INDUSTRIES INC	283731	Ram mount for Rescue 1	3453501 |560240|		2026/12	264.00
				283647	MSA G1 Repair parts	3453501 |560310|		2026/12	4,221.00
						Total For Check # 339841			**4,485.00**
06/18/2026	339847	1391	CLEAN THE UNIFORM CO	52196079	52196079	3453501 |540330|		2026/12	30.78
				52196079	52196079	3453501 |560300|		2026/12	170.41
				52196555	52196555	3453501 |540330|		2026/12	38.72

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			52196555	52196555	3453501 |560300|		2026/12	114.00
			52196550	52196550	3453501 |540330|		2026/12	27.35
			52196550	52196550	3453501 |560300|		2026/12	72.00
			52196080	52196080	3453501 |540330|		2026/12	42.01
			52196080	52196080	3453501 |560300|		2026/12	59.50
			52196554	52196554	3453501 |540330|		2026/12	38.38
			52196554	52196554	3453501 |560300|		2026/12	229.93
					Total For Check #	**339847**		**823.08**
06/18/2026	339851	5581 DANA M COOK	06092026	OVEN IGNITOR FOR FIRE STATION 7	3453501 |560180|		2026/12	77.63
					Total For Check #	**339851**		**77.63**
06/18/2026	339865	2822 FIREHOSEDIRECT	S225275	Gated wye valve	3453501 |560240|		2026/12	897.82
					Total For Check #	**339865**		**897.82**
06/18/2026	339866	1231 AT&T MOBILITY LLC	19339297X06082026	287319339297X0608226 MAY 31, 2026	3453501 |550540|		2026/12	2,138.41
					Total For Check #	**339866**		**2,138.41**
06/18/2026	339867		19128175X06082026	287319128175X06082026	3453501 |550220|		2026/12	129.88
			19128175X06082026	287319128175X06082026	3453502 |550220|		2026/12	38.76
			19128175X06082026	287319128175X06082026	3453501 |550540|		2026/12	2,674.07
			19128175X06082026	287319128175X06082026	3453502 |550540|		2026/12	703.75
					Total For Check #	**339867**		**3,546.46**
06/18/2026	339878	5026 DALE GRAHAM	384	384	3453501 |540070|		2026/12	160.00
					Total For Check #	**339878**		**160.00**
06/18/2026	339894	4736 DUSTIN MANLY	23000141	23000141 JUNE 12, 2026	3453501 |540070|		2026/12	175.00
					Total For Check #	**339894**		**175.00**
06/18/2026	339896	3537 J & J BOWERS LAWN CARE	060826	060826	3453503 |540280|		2026/12	450.00
					Total For Check #	**339896**		**450.00**
06/18/2026	339901	5131 KEVIN BEHE	16647	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
			16646	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	7.44
					Total For Check #	**339901**		**11.16**
06/18/2026	339908	1088 LIFE ASSIST INC	2143129	BLANKET PO FOR EMS	3453502 |560230|		2026/12	840.00

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				2142742	BLANKET PO FOR EMS	3453502 |560230|		2026/12	6,899.80
				2118748	Ballistic Vest_EMS	3453502 |560110|		2026/12	11,200.00
						Total For Check # 339908			**18,939.80**
06/18/2026	339909	131	LOCKE SUPPLY COMPANY	58489659-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/12	428.56
						Total For Check # 339909			**428.56**
06/18/2026	339915	746	MTM RECOGNITION	6287720	6287720 MAY 26, 2026	3453501 |560230|		2026/12	682.95
				6289526	6289526 JUNE 4, 2026	3453504 |560230|		2026/12	740.00
						Total For Check # 339915			**1,422.95**
06/18/2026	339916	888	NAFECO	1423547	Paratech strut seals	3453501 |560310|		2026/12	138.00
						Total For Check # 339916			**138.00**
06/18/2026	339917	25	NAPA AUTO PARTS	026891	XT12QULV	3453502 |560210|		2026/12	166.56
				026909	1876736C91	3453501 |560200|		2026/12	82.48
				026909	1841217C91	3453501 |560200|		2026/12	1,045.53
				26972	5473184RX	3453501 |560200|		2026/12	-332.50
				26986	6347050002	3453501 |560200|		2026/12	627.53
				026531	MTP65HD	3453502 |560200|		2026/12	273.78
				026531	NNGB53	3453502 |560210|		2026/12	65.35
				026540	401052	3453501 |560200|		2026/12	37.41
				026540	PA30309	3453501 |560200|		2026/12	156.90
				026540	FS20121	3453501 |560200|		2026/12	76.81
				026540	FF63041NN	3453501 |560200|		2026/12	49.93
				026540	15W40BULK	3453501 |560210|		2026/12	117.88
				026552	6L3Z9F945A	3453504 |560200|		2026/12	168.67
				026555	DM5011306A765	3453501 |560200|		2026/12	1,959.87
				026555		3453501 |560200|		2026/12	85.00
				026561	600564	3453501 |560200|		2026/12	33.61
				026561	FS20081	3453501 |560200|		2026/12	153.76
				026764	31MHD	3453501 |560200|		2026/12	761.04
				026795	1842722C91	3453501 |560200|		2026/12	4,120.28
				026795	1842722C91	3453501 |560200|		2026/12	1,125.00
				026394	1656B	3453501 |560200|		2026/12	468.20
				026394	K4715QHH23	3453501 |560200|		2026/12	226.64
				026427	3006891	3453502 |560200|		2026/12	415.67
				026435	5473184RX	3453501 |560200|		2026/12	1,945.57

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				026435	5473184RX	3453501 |560200|		2026/12	332.50
						Total For Check # 339917			**14,163.47**
06/18/2026	339918			026905	DCS353002	3453502 |560200|		2026/12	113.32
				026905		3453502 |560200|		2026/12	17.98
				26981	100255	3453501 |560200|		2026/12	4.25
				26981	20811	3453501 |560210|		2026/12	24.39
				26981	115	3453501 |560210|		2026/12	15.50
				26981	0W20BULK	3453501 |560210|		2026/12	40.24
				027095		3453501 |560200|		2026/12	23.65
				026516	RS5415	3453502 |560200|		2026/12	68.67
				026517	9047902	3453501 |560200|		2026/12	76.04
				026537	RTU1GAL	3453502 |560210|		2026/12	25.83
				026556	9976230	3453501 |560200|		2026/12	34.01
				026573	8195564	3453502 |560200|		2026/12	25.03
				026812	GEN5X1	3453501 |560200|		2026/12	76.23
				026391	7151	3453502 |560200|		2026/12	15.05
				026391	230266	3453502 |560200|		2026/12	10.91
				026391	200905	3453502 |560200|		2026/12	20.38
				026398	43764	3453501 |560200|		2026/12	-80.78
				026399	43764	3453501 |560200|		2026/12	40.39
						Total For Check # 339918			**551.09**
06/18/2026	339919			026880	26PB	3453501 |560230|		2026/12	10.43
				026881	4765	3453501 |560200|		2026/12	10.64
				026886	80208	3453501 |560200|		2026/12	18.04
				26988	9080XXL	3453502 |560230|		2026/12	15.56
				026768	06133	3453501 |560230|		2026/12	7.10
				026774	9080L	3453501 |560230|		2026/12	15.56
				026392	2413	3453502 |560230|		2026/12	6.66
				026406	15W40BULK	3453502 |560210|		2026/12	12.63
						Total For Check # 339919			**96.62**
06/18/2026	339921	4349	OKIE PACKAGING &	321849BO	BLANKET ORDER FOR BLANKET PO	3453501 |560300|		2026/12	328.65
						Total For Check # 339921			**328.65**
06/18/2026	339923	49	OKLAHOMA DEPT OF PUBLIC	LET-023629	LET-023629 JUNE 8, 2026	3453504 |540550|		2026/12	42.00
						Total For Check # 339923			**42.00**

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06/18/2026	339925	483	OKLAHOMA STATE UNIVERSITY	104562	104562 MAY 19, 2026	3453503 |530110|		2026/12	730.00
						Total For Check # 339925			**730.00**
06/18/2026	339927	4505	ON CALL SERVICES AND	129396	129396 JUNE 4, 2026	3453503 |540330|		2026/12	79.52
						Total For Check # 339927			**79.52**
06/18/2026	339962	949	TULSA WINNELSON COMPANY	016608 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/12	197.21
						Total For Check # 339962			**197.21**
06/18/2026	339966	1324	ULINE	208987814	Trash cans/dolly for St 5	3453501 |560300|		2026/12	592.92
						Total For Check # 339966			**592.92**
06/18/2026	339972	897	WASTE MANAGEMENT QUARRY	2443193-1006-0	22-38445-73002 06012026 2443193-1006-	3453503 |540330|		2026/12	510.45
						Total For Check # 339972			**510.45**
06/25/2026	340031	4935	AMAZON.COM SALES INC	1T1L-RHG6-FLJQ	Rubber hose for holmatro tube replacement	3453501 |540290|		2026/12	147.61
				1FVL-GGM7-KCPC	Training Supplies and EMS Logistics FFE	3453501 |560300|		2026/12	27.19
				1PYL-NPHT-RDP3	Clamps,clamping tool and batteries	3453501 |560230|		2026/12	134.85
						Total For Check # 340031			**309.65**
06/25/2026	340033	5180	AMERICAN MEDICAL GAS	4836	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/12	112.00
				4861	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/12	242.00
						Total For Check # 340033			**354.00**
06/25/2026	340050	20	BROKEN ARROW LAWN &	136396	Mower/Pressure washer	3453501 |560240|		2026/12	1,158.00
						Total For Check # 340050			**1,158.00**
06/25/2026	340053	29	CASCO INDUSTRIES INC	284193	Replacement Helmets for Stock	3453501 |560110|		2026/12	2,381.00
				282603	4 gas monitors Ladder units	3453501 |560240|		2026/12	3,138.00
						Total For Check # 340053			**5,519.00**
06/25/2026	340056	37	CINTAS CORPORATION	5342181401	BLANKET PO FOR ALL DEPARTMENT	3453503 |560230|		2026/12	340.35
						Total For Check # 340056			**340.35**
06/25/2026	340067	4957	DIGITECH COMPUTER LLC	MAY 2026	MAY 2026	3453502 |550280|		2026/12	23,875.39
						Total For Check # 340067			**23,875.39**

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06/25/2026	340075	1231	AT&T MOBILITY LLC	DVR052026	DVR052026 ACCT#500634737 05/05-	3453501 |550540|		2026/12	1,285.25
						Total For Check # 340075			**1,285.25**
06/25/2026	340089	798	HENRY SCHEIN INC	58167607	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	440.84
						Total For Check # 340089			**440.84**
06/25/2026	340091	4978	HIPOWER SYSTEMS	2026-163	BLANKET PO FOR BID# 26.122	3453501 |540280|		2026/12	1,079.89
						Total For Check # 340091			**1,079.89**
06/25/2026	340092	2260	IMAGETREND INC	PS-INV119695	PS-INV119695 10/28/2025	3453502 |540550|		2026/12	720.00
						Total For Check # 340092			**720.00**
06/25/2026	340097	3537	J & J BOWERS LAWN CARE	061426	061426 06/14/2026	3453503 |540280|		2026/12	450.00
						Total For Check # 340097			**450.00**
06/25/2026	340101	5131	KEVIN BEHE	16532	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	3.72
						Total For Check # 340101			**3.72**
06/25/2026	340112	25	NAPA AUTO PARTS	026601	2501105C1	3453501 |560200|		2026/12	51.98
				026601	1840078C1	3453501 |560200|		2026/12	183.03
				026601	1830669C92	3453501 |560200|		2026/12	437.72
				026610	1748XD	3453501 |560200|		2026/12	33.74
				026610	600564	3453501 |560200|		2026/12	33.61
				026610	3604XE	3453501 |560200|		2026/12	29.79
				026610	6556	3453501 |560200|		2026/12	56.90
				026610	15W40BULK	3453501 |560210|		2026/12	117.88
				026840	370119A	3453501 |560200|		2026/12	80.56
				026840	1516737	3453501 |560200|		2026/12	1,600.78
				026840	810212BXW	3453501 |560200|		2026/12	2,350.78
				026860	68241067AB	3453503 |560200|		2026/12	240.78
				026870	1812348C1	3453501 |560200|		2026/12	65.40
				026870	1842722C91	3453501 |560200|		2026/12	-1,125.00
				027046	994050	3453501 |560200|		2026/12	266.10
				027046		3453501 |560200|		2026/12	22.10
				027048	42479280020	3453501 |560200|		2026/12	387.41
				027048		3453501 |560200|		2026/12	26.96
				27184	1748XD	3453501 |560200|		2026/12	33.74
				27184	3965	3453501 |560200|		2026/12	30.93

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			27184	3697	3453501 |560200|		2026/12	12.67
			27184	6891	3453501 |560200|		2026/12	149.35
			27184	15W40BULK	3453501 |560210|		2026/12	130.51
			27203	SSC42275C	3453502 |560200|		2026/12	302.22
			27203		3453502 |560200|		2026/12	9.99
			26939	MTP65HD	3453502 |560200|		2026/12	291.98
			26966	570855	3453501 |560200|		2026/12	398.14
			26966		3453501 |560200|		2026/12	20.77
			27149	DG1Z2001F	3453502 |560200|		2026/12	220.74
			27149	BK3Z1012A	3453502 |560200|		2026/12	88.90
			27149	PC3Z1125B	3453502 |560200|		2026/12	583.44
			27149	5C3Z3K050AA	3453502 |560200|		2026/12	19.80
			27149	5C3Z4A322AA	3453502 |560200|		2026/12	23.72
			27149	KU2Z2V001A	3453502 |560200|		2026/12	88.88
			27149	PC3Z3281C	3453502 |560200|		2026/12	282.19
			27149	PC3Z3A131A	3453502 |560200|		2026/12	205.36
			27149	PC3Z3A131DA	3453502 |560200|		2026/12	250.51
			27149	HC3Z1A014A	3453502 |560200|		2026/12	652.16
			27149	LC3Z1104B	3453502 |560200|		2026/12	467.18
			27149	HC3Z1130V	3453502 |560200|		2026/12	287.54
			27149	HC3Z1130X	3453502 |560200|		2026/12	286.82
			027302	91470001	3453501 |560200|		2026/12	234.51
			027302		3453501 |560200|		2026/12	16.11
			027313	2413	3453501 |560200|		2026/12	6.66
			027313	860	3453501 |560200|		2026/12	10.94
			027313	FT880073	3453501 |560200|		2026/12	118.98
			027313	FT7991	3453501 |560200|		2026/12	73.62
					Total For Check # 340112			**10,158.88**
06/25/2026	340113		026579	HDRTU1GAL	3453501 |560210|		2026/12	51.48
			026579	75200	3453501 |560210|		2026/12	41.22
			026584	3403	3453501 |560200|		2026/12	12.23
			026584	600564	3453501 |560200|		2026/12	-33.61
			026584	FS20081	3453501 |560200|		2026/12	-153.76
			026857	300458	3453502 |560200|		2026/12	49.89
			026857	7151	3453502 |560200|		2026/12	15.05
			026857	15W40BULK	3453502 |560210|		2026/12	54.73
			027073	7151	3453502 |560200|		2026/12	15.05

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			027073	300458	3453502 |560200|		2026/12	49.89
			027073	230266	3453502 |560200|		2026/12	10.91
			027073	200905	3453502 |560200|		2026/12	20.38
			027073	15W40BULK	3453502 |560210|		2026/12	84.20
			26683	LC3Z7G186A	3453502 |560200|		2026/12	101.89
			26683	LC3Z7Z302A	3453502 |560200|		2026/12	10.52
			26683	PC3Z7F396A	3453502 |560200|		2026/12	60.13
			26692	7001301	3453501 |560200|		2026/12	80.68
			26698	5255739	3453501 |560200|		2026/12	95.48
			26920	100255	3453501 |560200|		2026/12	4.25
			26920	4211	3453501 |560200|		2026/12	14.22
			26920	200942	3453501 |560200|		2026/12	15.75
			26920	0W20BULK	3453501 |560210|		2026/12	40.24
			26920	115	3453501 |560210|		2026/12	15.50
			26943	888460	3453502 |560210|		2026/12	102.72
			26950	MTP65HD	3453501 |560200|		2026/12	145.99
					Total For Check #	**340113**		**905.03**
06/25/2026	340114		026598	YD37	3453502 |560200|		2026/12	17.21
			026609	950011K	3453501 |560200|		2026/12	31.20
			026814	8195519	3453501 |560200|		2026/12	46.94
			026816	2032BP2	3453501 |560200|		2026/12	15.86
			026824	7502	3453503 |560200|		2026/12	4.25
			026824	2725	3453503 |560200|		2026/12	15.92
			026824	115	3453503 |560210|		2026/12	15.50
			026824	5W20BULK	3453502 |560210|		2026/12	33.74
			026841	58078	3453501 |560200|		2026/12	38.88
			026859	1799	3453501 |560200|		2026/12	24.63
			026862	773780	3453501 |560210|		2026/12	69.39
			026869	2413	3453501 |560230|		2026/12	39.96
			027050	4561555	3453501 |560200|		2026/12	2.74
			027050		3453501 |560200|		2026/12	19.70
			27197	550045126	3453501 |560210|		2026/12	44.16
			26937	7060	3453501 |560200|		2026/12	4.25
			26937	115	3453501 |560210|		2026/12	15.50
			26937	5W30BULK	3453501 |560210|		2026/12	22.86
			26953	370119A	3453501 |560200|		2026/12	-40.28
			27125	7060	3453501 |560200|		2026/12	4.25

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				27125	2725	3453501 |560200|		2026/12	15.92
				27125	115	3453501 |560210|		2026/12	15.50
				27125	5W20BULK	3453501 |560210|		2026/12	33.74
				27160	7600101	3453502 |560200|		2026/12	6.42
				27160	75190	3453502 |560200|		2026/12	14.84
						Total For Check # 340114			**513.08**
06/25/2026	340115			026618	21030	3453501 |560230|		2026/12	9.14
				026833	4765	3453501 |560200|		2026/12	10.64
				026839	3157N	3453503 |560200|		2026/12	0.61
				26690	889787	3453501 |560210|		2026/12	14.70
				26916	2413	3453502 |560230|		2026/12	9.99
				27159	75190	3453501 |560200|		2026/12	14.84
						Total For Check # 340115			**59.92**
06/25/2026	340119	483	OKLAHOMA STATE UNIVERSITY	0106018	0106018 06/12/2026	3453503 |530110|		2026/12	50.00
				0106019	0106019 06/12/2026	3453503 |530110|		2026/12	50.00
				104499	104499 06/12/2026	3453503 |530110|		2026/12	500.00
				105638	105638 06/15/2026	3453503 |530110|		2026/12	4,200.00
						Total For Check # 340119			**4,800.00**
06/25/2026	340124	4508	C A ASSETS LLC	29085	29085 06/04/2026	3453501 |540070|		2026/12	390.00
				29100	29100 06/09/2026	3453501 |540070|		2026/12	315.00
						Total For Check # 340124			**705.00**
06/25/2026	340129	1229	SAINT FRANCIS HOSPITAL	05/31/2026	MONTHLY PHYSICALS- MAY 2026	3453501 |530020|		2026/12	7,606.70
						Total For Check # 340129			**7,606.70**
06/25/2026	340132	5132	SECONDARY RHODES	1179	REPAIR ROOF CAP FS #2 SE CORNER	3453501 |540070|		2026/12	954.24
						Total For Check # 340132			**954.24**
06/25/2026	340161	1324	ULINE	208273436	Shelving untis for Physical Resources	3453501 |560240|		2026/12	1,517.35
						Total For Check # 340161			**1,517.35**
06/25/2026	340167	1095	WINDSTREAM HOLDINGS II LLC	101198944 06222026	FY26 ANNUAL 101198944 JUNE 22, 2026	3453501 |550220|		2026/12	69.71
				101198949 06222026	FY26 ANNUAL 101198949 JUNE 22, 2026	3453501 |550220|		2026/12	70.05
				101198864 05212026	FY26 ANNUAL 101198864 MAY 21, 2026	3453501 |550220|		2026/12	71.15
				101198864 06222026	FY26 ANNUAL 101198864 JUNE 22, 2026	3453501 |550220|		2026/12	72.21

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 # 340167			283.12
					Total For Fund 345			169,262.61
					Number of Invoices For Fund 345			346

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339641	4935	AMAZON.COM SALES INC	11N6-NPLT-1WV6	Various Amazon Items for PD	3491700 |570020|	2630410	2026/12	279.98
						Total For Check # 339641			**279.98**
						Total For Fund 349			**279.98**
						Number of Invoices For Fund 349			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339758	1128	SMITH BROTHERS ABSTRACT &	3072606895-6	3072606895-6	5921700 |570180|	191713	2026/12	125.00
						Total For Check # 339758			**125.00**
						Total For Fund 592			**125.00**
						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
06/11/2026	339659	808	BUILDERS UNLIMITED, INC.	PA 1 ST23290	Kenosha Sidewalk - Project ST23290	5935300 |570150|	ST23290	2026/12	17,102.01
						Total For Check # 339659			**17,102.01**
06/11/2026	339665	1436	CHEROKEE PRIDE CONST. INC.	PA 1 ST23300	BLANKET PO FOR BID# 25.175	5935300 |570150|	ST23300	2026/12	791,578.52
						Total For Check # 339665			**791,578.52**
06/11/2026	339686	3214	GRADE LINE CONSTRUCTION	PA 6 ST22100	Wedgewood Residential - Project ST22100	5935300 |570150|	ST22100	2026/12	35,599.47
						Total For Check # 339686			**35,599.47**
06/11/2026	339715	3480	MARQUARDT ENGINEERING	PA 4 ST24300	Elm & Tucson Improvements ST24300	5935300 |570160|	ST24300	2026/12	2,538.00
						Total For Check # 339715			**2,538.00**
06/11/2026	339722	3669	MYERS-CHERRY	PA 7 2317210	Operations Ctr Admin Building	5931700 |570150|	2317210	2026/12	68,443.79
				PA 2 2435170	Fire Station No 8	5933501 |570150|	2435170	2026/12	54,629.99
				PA 5 203019	Jail Expansion Contract	5933008 |570150|	203019	2026/12	37,067.27
						Total For Check # 339722			**160,141.05**
06/18/2026	339829	372	BECCO CONTRACTORS INC	PA 4 ST2029	Project 2029 - Houston Widening	5935300 |570150|	ST2029	2026/12	451,248.24
						Total For Check # 339829			**451,248.24**
06/18/2026	339831	4392	BETTY JO CAGLE	20260501	20260501 MAY 26, 2026	5935300 |570080|		2026/12	600.00
						Total For Check # 339831			**600.00**
06/18/2026	339853	5627	D-KERNS CONSTRUCTION INC	PA 3 ST22270	Melinda Park Pavement Rehab	5935300 |570150|	ST22270	2026/12	124,564.79
						Total For Check # 339853			**124,564.79**
06/18/2026	339873	5010	GOBER CONSTRUCTION LLC	PA 4 SW26010	Old Town Houston SW Improvements	5935305 |570150|	SW26010	2026/12	32,114.11
						Total For Check # 339873			**32,114.11**
06/18/2026	339903	1124	KIVELL,RAYMENT AND	1509.199	1509.199 MAY 22, 2026	5935300 |570080|	ST25320	2026/12	550.00
						Total For Check # 339903			**550.00**
06/18/2026	339929	1321	PARAGON CONTRACTORS, LLC	PA 15 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/12	107,111.46
				PA 16 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/12	283,264.23
						Total For Check # 339929			**390,375.69**
06/18/2026	339958	1329	TRI STAR CONSTRUCTION LLC	PA 7 ST1926A	Houston Street Improvements	5935300 |570150|	ST1926	2026/12	74,317.31
				PA 6 ST1926A	Houston Street Improvements	5935300 |570150|	ST1926	2026/12	55,822.40

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				PA3 WL26040	Houston Street Improvements	5935300 |570150|	ST1926	2026/12	143,666.98
						Total For Check # 339958			**273,806.69**
06/25/2026	340077	3689	FREESE AND NICHOLS INC	0001403827	ST1926 Houston Widening 9th to Old HWY	5935300 |570160|	ST1926	2026/12	1,315.50
						Total For Check # 340077			**1,315.50**
06/25/2026	340081	1256	GEODECA LLC	2606040	2606040 06/05/2026	5935305 |570150|	SW26120	2026/12	1,066.00
						Total For Check # 340081			**1,066.00**
06/25/2026	340102	2004	KIMLEY-HORN & ASSOCIATES	064598218-0526	ST25320 Dallas Main to 9th	5935300 |570160|	ST25320	2026/12	8,455.00
						Total For Check # 340102			**8,455.00**
06/25/2026	340121	1321	PARAGON CONTRACTORS, LLC	PA 17 ST2031	Jasper & Aspen Intersection Improvements	5935300 |570150|	ST2031	2026/12	132,263.38
						Total For Check # 340121			**132,263.38**
06/25/2026	340151	1329	TRI STAR CONSTRUCTION LLC	PA 8 ST1926A	Houston Street Improvements	5935300 |570150|	ST1926	2026/12	125,007.46
						Total For Check # 340151			**125,007.46**
06/25/2026	340162	591	UNION PACIFIC RAILROAD	347023438	ST23230 - UP RealEstate Crossing	5935300 |570150|	ST23230	2026/12	21,888.00
						Total For Check # 340162			**21,888.00**
						Total For Fund 593			**2,570,213.91**
						Number of Invoices For Fund 593			**23**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/18/2026	339977	2518 WORKER'S COMPENSATION	JUNE 4 2026	JUNE 4 2026	6601700 |530870|		2026/12	20.00
			JUNE 4 2026	JUNE 4 2026	6601700 |530880|		2026/12	18,587.26
			JUNE 4 2026	JUNE 4 2026	6601700 |550900|		2026/12	7,940.01
			JUNE 11, 2026	JUNE 11, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/12	28,879.40
			JUNE 11, 2026	JUNE 11, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/12	59.64
			JUNE 11, 2026	JUNE 11, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/12	20,621.98
			JUNE 11, 2026	JUNE 11, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/12	3,885.36
					Total For Check # 339977			**79,993.65**
06/25/2026	340160	2517 TWO OAKS INVESTMENT	5976	5976 06/02/2026	6601700 |530870|		2026/12	6,666.67
					Total For Check # 340160			**6,666.67**
06/25/2026	340168	2518 WORKER'S COMPENSATION	JUNE 18, 2026	JUNE 18, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/12	8.00
			JUNE 18, 2026	JUNE 18, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/12	7,204.83
			JUNE 18, 2026	JUNE 18, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/12	3,885.36
					Total For Check # 340168			**11,098.19**
					Total For Fund 660			**97,758.51**
					Number of Invoices For Fund 660			**11**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339792	4905 METROPOLITAN LIFE	201772	Payroll Run 1 - Warrant 260522	6611700 |530890|		2026/11	10,104.43
			201772	Payroll Run 1 - Warrant 260522	6611700 |530890|		2026/11	105.72
			201772	Payroll Run 1 - Warrant 260522	6611700 |530890|		2026/11	-12.65
					Total For Check # 339792			**10,197.50**
06/18/2026	339818	4904 AMERITAS LIFE INSURANCE	MAY 2026	010-302115-00001 DENTAL	6611700 |530890|		2026/12	3,177.72
					Total For Check # 339818			**3,177.72**
					Total For Fund 661			**13,375.22**
					Number of Invoices For Fund 661			**4**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/11/2026	339601	183	CLEET	MAY 2026	MAY 2026 TOWN AND MUNICIPAL	882 |290305|		2026/12	2,119.00
						Total For Check # 339601			**2,119.00**
06/11/2026	339606	835	STATE OF OKLAHOMA	MAY 2026	MAY 2026 MUNICIPAL COURT REPORT	882 |290312|		2026/12	2,105.00
				MAY 2026	MAY 2026 MUNICIPAL COURT REPORT	882 |290313|		2026/12	2,105.00
						Total For Check # 339606			**4,210.00**
06/11/2026	339608	999907	OTP - COURT REFUNDS	0001102		882 |201020|		2026/12	320.00
						Total For Check # 339608			**320.00**
06/11/2026	339609			0001103		882 |201020|		2026/12	170.00
						Total For Check # 339609			**170.00**
06/11/2026	339610			0001101		882 |201020|		2026/12	1,140.00
						Total For Check # 339610			**1,140.00**
06/18/2026	339801	999900	OTP - AR REFUNDS	REC-041530-2026		882 |290301|		2026/12	409.00
						Total For Check # 339801			**409.00**
06/18/2026	339803	999907	OTP - COURT REFUNDS	0001105		882 |201020|		2026/12	570.00
						Total For Check # 339803			**570.00**
06/18/2026	339805			0001106		882 |201020|		2026/12	300.00
						Total For Check # 339805			**300.00**
						Total For Fund 882			**9,238.00**
						Number of Invoices For Fund 882			**9**

City of Broken Arrow

Request for Action

File #: 26-1032, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Ratification of the Claims List Check Register FY27 Dated July 06, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from July 01, 2026 through July 06, 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 $1,484,483.68 for the various funds.

Governmental Funds	$1,177,527.21
BAMA	$ 306,956.47
Total	$1,484,483.68

A summary by funds and detail are attached.

Cost: $1,177,527.21

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated July 06, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 07/06/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	211,255.78	178
220	BA MUNICIPAL AUTHORITY	306,956.47	303
227	CVB-HOTEL MOTEL	62,303.30	9
329	VEHICLE REPLACEMENT FUND	8,065.00	4
330	SALES TAX CAPITAL IMPROVEMENT	252,504.37	6
342	STREET LIGHT FUND	432.66	3
343	STREET SALES TAX FUND	1,481.00	1
344	PS SALES TAX POLICE	59,563.81	119
345	PS SALES TAX FIRE	47,442.85	58
351	PSO 1% FRANCHISE FEE-INFRASTRU	18,500.32	1
592	2014 BOND ISSUE	3,900.00	1
593	2018 BOND ISSUE	361,990.60	12
770	DEBT SERVICE	148,237.52	4
882	AGENCY FUND DEPOSITS	1,850.00	4
Total		1,484,483.68	703

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340171	2910	BROKEN ARROW AREA	81172	81172	1101315 |530110|		2026/11	40.00
				81175	81175	1101300 |530110|		2026/11	40.00
						Total For Check # 340171			**80.00**
07/02/2026	340177	1699	MOMENTUM SERVICES LLC	20089240	20089240 06/26/2026	1101415 |530870|		2026/12	1,312.00
				20089239	20089239 06/11/2026	1101415 |530870|		2026/12	1,012.00
				20089246	20089246 06/16/2026	1101415 |530870|		2026/12	300.00
				20089247	20089247 06/17/2026	1101415 |530870|		2026/12	450.00
						Total For Check # 340177			**3,074.00**
07/02/2026	340178	999900	OTP - AR REFUNDS	REC-041893-2026		110 |422010|		2026/12	2,647.50
				REC-041893-2026		110 |422010|		2026/12	5.15
						Total For Check # 340178			**2,652.65**
07/02/2026	340179			REC-041958-2026		110 |422010|		2026/12	66.00
						Total For Check # 340179			**66.00**
07/02/2026	340180			REC-041848-2026		110 |421010|		2026/12	171.00
						Total For Check # 340180			**171.00**
07/02/2026	340188	5761	RAVEN WHITE	EMP 06242026	REIMB FOR TELEPROMPTER APP	1101310 |560280|		2027/1	89.99
						Total For Check # 340188			**89.99**
07/02/2026	340189	4666	BLUEJAY PROPERTIES LLC	JULY 2026	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2027/1	1,750.00
						Total For Check # 340189			**1,750.00**
07/02/2026	340190	3949	BRIGGS MARKETING INC	261583	261583 06/01/2026	1101501 |540550|		2027/1	495.00
				261583	261583 06/01/2026	1101501 |540550|		2027/1	395.00
				261583	261583 06/01/2026	1101501 |540550|		2027/1	195.00
						Total For Check # 340190			**1,085.00**
07/02/2026	340191	1402	CIVICPLUS LLC	375335	375335 08/01/2026	1101800 |540550|		2027/1	1,253.71
						Total For Check # 340191			**1,253.71**
07/02/2026	340193	3985	ENCODEPLUS LLC	3394	3394 05/01/2026	1101410 |540550|		2027/1	15,700.00
						Total For Check # 340193			**15,700.00**
07/02/2026	340195	2569	MSDSONLINE/VELOCITY EHS	351394	351394 05/26/2026	1101102 |530870|		2027/1	4,999.00

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						Total For Check # 340195			**4,999.00**
07/02/2026	340196	104	OKLAHOMA MUNICIPAL	093919	093919 JULY 1, 2026 FY 27 ANNUAL	1101700 |530850|		2027/1	34,775.00
						Total For Check # 340196			**34,775.00**
07/02/2026	340197	387	OKLAHOMA MUNICIPAL COURT	16586277	16586277 2026 OMCCA ANNUAL	1101800 |530110|		2027/1	375.00
				16586266	16586266 2026 OMCCA ANNUAL	1101800 |530110|		2027/1	375.00
				16588906	16588906 2026 OMCCA ANNUAL	1101800 |530110|		2027/1	375.00
				16586256	16586256 05/13/2026	1101800 |530110|		2027/1	375.00
				16586194	16586194 05/13/2026	1101800 |530110|		2027/1	375.00
						Total For Check # 340197			**1,875.00**
07/02/2026	340199	1703	PEYDAY REALTY LLC	JULY 2026	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2027/1	4,416.67
						Total For Check # 340199			**4,416.67**
07/02/2026	340202	533	BROKEN ARROW INSURANCE	3517807	3517807 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340202			**50.00**
07/02/2026	340203			3518020	3518020 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340203			**50.00**
07/02/2026	340204			3518010	3518010 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340204			**50.00**
07/02/2026	340205			3517998	3517998 05/01/2026	1101700 |550760|		2027/1	131.50
						Total For Check # 340205			**131.50**
07/02/2026	340206			3517967	3517967 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340206			**50.00**
07/02/2026	340207			3517948	3517948 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340207			**50.00**
07/02/2026	340208			3517933	3517933 05/01/2026	1101700 |550760|		2027/1	175.00
						Total For Check # 340208			**175.00**
07/02/2026	340209			3517920	3517920 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340209			**50.00**

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07/02/2026	340210			3517904	3517904 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340210			**50.00**
07/02/2026	340211			3517824	3517824 5/1/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340211			**50.00**
07/02/2026	340212			3517877	3517877 05/01/2026	1101700 |550760|		2027/1	50.00
						Total For Check # 340212			**50.00**
07/02/2026	340213			3518055	3518055 05/01/2026	1101700 |550760|		2027/1	175.00
						Total For Check # 340213			**175.00**
07/02/2026	340214	2409	THE UNITED STATES CONF OF	INV006831	INV006831 07/01/2026	1101700 |530850|		2027/1	11,442.00
						Total For Check # 340214			**11,442.00**
07/02/2026	340218	1092	WESTLAKE HARDWARE INC	8039101	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/12	56.55
						Total For Check # 340218			**56.55**
07/02/2026	340219	149	AMERICAN ELECTRIC	386-301-0-0 06222026	FY26 ANNUAL AGREEMENT 959-386-301-	1106000 |550250|		2026/12	40.20
				913-008-1-1 06192026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550250|		2026/12	3,977.43
				913-008-1-1 06192026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550470|		2026/12	4,275.60
				709-847-0-1 06192026	FY26 ANNUAL AGREEMENT 952-709-847-	1105310 |550250|		2026/12	30.54
				183-137-4-1 06232026	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/12	4,933.00
				391-910-0-2 06182026	FY26 ANNUAL AGREEMENT 950-391-910-	1106000 |550250|		2026/12	50.86
				464-965-0-8 06182026	FY26 ANNUAL AGREEMENT 953-464-965-	1106000 |550250|		2026/12	51.00
				853-893-0-0 06162026	FY26 ANNUAL AGREEMENT - 952-853-	1101700 |550250|		2026/12	25.20
				844-568-0-5 06192026	959-844-568-0-6 JUNE 19, 2026 1514 S	1106000 |550250|		2026/12	58.27
				739-844-0-8 06172026	956-739-884-0-8 JUNE 17, 2026 403 S	1106000 |550250|		2026/12	40.87
				273-541-0-6 06222026	953-273-541-0-6 JUNE 22, 2026 4800 W	1106000 |550250|		2026/12	24.77
				273-541-0-6 05212026	953-273-541-0-6 MAY 21, 2026 4800 W	1106000 |550250|		2026/12	23.73
				273-541-0-6 04222026	953-273-541-0-6 APRIL 22, 2026 4800 W	1106000 |550250|		2026/12	24.12
						Total For Check # 340219			**13,555.59**
07/02/2026	340221	4935	AMAZON.COM SALES INC	1JV1-J9YD-RMYG	Misc IT Items	1101200 |560230|		2026/12	182.58
				16NN-R4RQ-KGKN	ITEM: Furologee White Tall Bookshelf,	1101200 |560230|		2026/12	43.69
				1D11-DPGW-7N4Q	ITEM: Anker Prime Docking Station	1101200 |560240|		2026/12	239.98
				1NHV-JXVH-L4Q4	Misc IT items	1101200 |560230|		2026/12	280.81

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				1VJW-CQ7T-CDFM	ITEM: Sharp EL-1197PIII Heavy Duty Color	1101400 |560030|		2026/12	79.99
				1M6T-QL73-4JCW	ITEM: Sharp EL-1197PIII Heavy Duty Color	1101400 |560030|		2026/12	199.31
				1WD9-39NW-XHHR	ITEM: TechOrbits Standing Desk Converter-	1101800 |560240|		2026/12	116.99
				1RTT-DNTM-7MXN	ITEM: Post-it® Super Sticky Notes, 4 in. x 4	1101800 |560030|		2026/12	-9.38
				1KPF-7TXR-KDQF	ITEM: Amazon Basics HDMI Cable, 15 ft,	1105315 |560230|		2026/12	132.95
				1HN4-TGJJ-QJW6	CPCC SUMMER CAMP SUPPLIES	1106002 |560330|		2026/12	210.57
				1MNY-QJTY-VK4D	Recreation Supplies: Aquatics Wristbands	1106002 |560330|		2026/12	329.76
				1QXL-D3NH-XKL3	Office Supplies	1101102 |550890|		2026/12	62.45
				1QXL-D3NH-XKL3	Office Supplies	1101102 |560030|		2026/12	7.75
				1Y67-YNNQ-PCRW	Office Supplies	1101102 |550890|		2026/12	28.99
				1Y67-YNNQ-PCRW	Office Supplies	1101102 |560230|		2026/12	26.87
						Total For Check #	**340221**		**1,933.31**
07/02/2026	340222	5180	AMERICAN MEDICAL GAS	4877	BLANKET PO FOR EMS OXYGEN AND	1106002 |560340|		2026/12	107.00
				4876	BLANKET PO FOR EMS OXYGEN AND	1106002 |560340|		2026/12	172.00
						Total For Check #	**340222**		**279.00**
07/02/2026	340223	1007	AMERICAN SERVICES INC.	5345	5345 06.19.2026	1106000 |540280|		2026/12	1,073.05
						Total For Check #	**340223**		**1,073.05**
07/02/2026	340225	4846	APAC-CENTRAL, INC.	7002472056	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	338.48
						Total For Check #	**340225**		**338.48**
07/02/2026	340228	885	ATWOOD DISTRIBUTING LP	3893	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/12	41.94
						Total For Check #	**340228**		**41.94**
07/02/2026	340229	507	BEN E KEITH-OKLAHOMA	57407669	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	1,040.49
				57363804	BLANKET PO FOR FOOD CONCESSIONS	1106002 |560670|		2026/12	768.00
						Total For Check #	**340229**		**1,808.49**
07/02/2026	340234	19	BROKEN ARROW ELECTRIC	S3504732.001	BLANKET PO FOR MISC ELECTRICAL	1101700 |560180|		2026/12	371.65
						Total For Check #	**340234**		**371.65**
07/02/2026	340240	996	CITY OF BROKEN ARROW	205320	Payroll Run 1 - Warrant 260618	110 |218180|		2026/12	1,025.00
				205320	Payroll Run 1 - Warrant 260618	110 |218360|		2026/12	7,171.90
						Total For Check #	**340240**		**8,196.90**
07/02/2026	340241	1391	CLEAN THE UNIFORM CO	52199408	52199408 JUNE 24, 2026	1106005 |540330|		2026/12	1.32

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				52199896	52199896 JUNE 26, 2026	1105310 |540310|		2026/12	130.98
				52199894	52199894 JUNE 26, 2026	1105315 |540310|		2026/12	19.57
				52199894	52199894 JUNE 26, 2026	1105300 |540310|		2026/12	143.58
				52199894	52199894 JUNE 26, 2026	1105300 |540330|		2026/12	13.49
				52198777	52198777 06/19/2026	1101415 |540310|		2026/12	49.01
				52198782	5219782 06/19/2026	1106000 |540310|		2026/12	115.06
				52198782	5219782 06/19/2026	1106000 |540330|		2026/12	0.34
				52198302	52198302 06/17/2026	1106000 |540310|		2026/12	33.04
				52198302	52198302 06/17/2026	1106003 |540310|		2026/12	41.15
						Total For Check #	**340241**		**547.54**
07/02/2026	340247	2471	DEBRA WIMPEE	PDR 06162026	PER DIEM REQUEST 06162026	1101700 |550030|		2026/12	34.00
				MLG 06162026	MILEAGE REIMB 06162026	1101700 |550030|		2026/12	279.47
						Total For Check #	**340247**		**313.47**
07/02/2026	340252	2148	ELLSWORTH CONSTRUCTION	1114	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/12	1,876.38
						Total For Check #	**340252**		**1,876.38**
07/02/2026	340256	1231	AT&T MOBILITY LLC	32244712X06172026	287332244712 JUNE 9, 2026	1101200 |550540|		2026/12	43.23
						Total For Check #	**340256**		**43.23**
07/02/2026	340262	153	GELLCO UNIFORMS & SHOES	00310809	BLANKET PO FOR UNIFORMS/BOOTS	1106000 |560100|		2026/12	152.99
						Total For Check #	**340262**		**152.99**
07/02/2026	340266	76	GRAINGER	9959386401	MUTCD POSTERS	1105315 |560230|		2026/12	63.75
						Total For Check #	**340266**		**63.75**
07/02/2026	340271	1206	ID WHOLESALER	INV7811116	PRINTER INK FOR ID MACHINES	1106002 |560030|		2026/12	396.00
						Total For Check #	**340271**		**396.00**
07/02/2026	340275	5131	KEVIN BEHE	16537	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.36
				16537	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.98
				16537	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
				16537	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
				16537	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
				16537	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
				16935	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.08
				16935	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	0.40

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				16935	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.19
				16935	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	0.33
				16935	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	0.38
				16935	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.09
				16692	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.36
				16692	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.98
				16692	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.96
				16692	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.67
				16692	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.91
				16692	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.48
				16678	CITY COUNCIL 07/14/25	1101200 |540070|		2026/12	0.24
				16678	CITY COUNCIL 07/14/25	1101700 |540070|		2026/12	1.19
				16678	CITY COUNCIL 07/14/25	1105300 |540070|		2026/12	0.57
				16678	CITY COUNCIL 07/14/25	1106000 |540070|		2026/12	1.00
				16678	CITY COUNCIL 07/14/25	1106002 |540070|		2026/12	1.14
				16678	CITY COUNCIL 07/14/25	1106005 |540070|		2026/12	0.28
						Total For Check #	**340275**		**20.61**
07/02/2026	340278	4452	L3HARRIS TECHNOLOGIES INC	93475417	93475417 06/24/2026	1101200 |530110|		2026/12	2,925.00
						Total For Check #	**340278**		**2,925.00**
07/02/2026	340279	499	LESLIES POOL SUPPLIES INC	00727-02-100104	Blanket PO for Parks	1106002 |560340|		2026/12	181.96
						Total For Check #	**340279**		**181.96**
07/02/2026	340283	131	LOCKE SUPPLY COMPANY	58604321-00	BLANKET PO FOR PLUMBING &	1101700 |560180|		2026/12	169.64
						Total For Check #	**340283**		**169.64**
07/02/2026	340285	4042	MANPOWER LLC	1443	1443 06/22/2026	1106000 |540280|		2026/12	12,500.00
						Total For Check #	**340285**		**12,500.00**
07/02/2026	340288	25	NAPA AUTO PARTS	27391	34874	1105300 |560230|		2026/12	4.63
				27393	4339006	1106000 |560200|		2026/12	145.20
				27397	7076	1106000 |560200|		2026/12	7.33
				27397	1740	1106000 |560200|		2026/12	42.05
				27397	3548	1106000 |560200|		2026/12	17.72
				27397	9221	1106000 |560200|		2026/12	33.89
				27397	9599	1106000 |560200|		2026/12	23.67
				27397	15W40BULK	1106000 |560210|		2026/12	58.94

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				27417	8236714753	1105300 |560200|		2026/12	38.16
				27331	K595597530	1106000 |560200|		2026/12	83.00
				27332	94205179	1106000 |560200|		2026/12	91.14
				27333	75110	1106000 |560210|		2026/12	8.72
				27335	FS20194	1105300 |560200|		2026/12	94.41
				27335	600515	1105300 |560200|		2026/12	53.07
				27335	4318	1105300 |560200|		2026/12	14.65
				27335	400107	1105300 |560200|		2026/12	40.61
				27335	343216010	1105300 |560200|		2026/12	199.06
				27335	15W40BULK	1105300 |560210|		2026/12	206.29
				27335	2413	1105300 |560230|		2026/12	6.66
				27336	7060	1105300 |560200|		2026/12	4.25
				27336	4579	1105300 |560200|		2026/12	7.11
				27336	2725	1105300 |560200|		2026/12	15.92
				27336	115	1105300 |560210|		2026/12	15.50
				27336	5W20BULK	1105300 |560210|		2026/12	30.18
				27337	31MHD	1105300 |560200|		2026/12	417.12
				27338	K597597530	1106000 |560200|		2026/12	111.43
				27341	9008N	1106003 |560200|		2026/12	10.33
				27344	789DEF	1106003 |560210|		2026/12	11.11
				27345	7301080	1105300 |560200|		2026/12	26.40
				27348	1140285	1106000 |560200|		2026/12	22.21
				27348		1106000 |560200|		2026/12	17.95
				27351	388BDMDUAL	1105300 |560190|		2026/12	561.76
				27354	230266	1106000 |560200|		2026/12	10.91
				27362	4211	1106000 |560200|		2026/12	14.22
				27362	100255	1106000 |560200|		2026/12	4.25
				27362	200942	1106000 |560200|		2026/12	15.75
				27362	0W20BULK	1106000 |560210|		2026/12	40.24
						Total For Check #	**340288**		**2,505.84**
07/02/2026	340293	4287	PEPSICO BEVERAGE SALES	96913106	BLANKET PO - PEPSICO BEVERAGE	1106002 |560670|		2026/12	1,193.97
						Total For Check #	**340293**		**1,193.97**
07/02/2026	340301	2626	SECURE BY DESIGN INC	35898913	Ninite Yearly Renewal	1101200 |540550|		2026/12	3,780.00
						Total For Check #	**340301**		**3,780.00**
07/02/2026	340306	834	SOFTWARE HOUSE	B21258446	ONLINE KISOK SUBSCRIPTION - KIMBER	1101200 |540550|		2026/12	33,926.40

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				B21258723	ONLINE KISOK SUBSCRIPTION - KIMBER	1101200 |540550|		2026/12	8,813.50
				B21215762	MS Sentinel Usage for '26	1101200 |540550|		2026/12	1,048.04
				B21256865	ComVault Storage 26	1101200 |540550|		2026/12	23,010.16
				B21354700	MS Sentinel Usage for '26	1101200 |540550|		2026/12	1,147.67
						Total For Check # 340306			**67,945.77**
07/02/2026	340310	1792	SUNBELT POOLS INC	PSI019944	Pulsar II chlorine briquettes (50# pail)	1106002 |560340|		2026/12	2,613.16
						Total For Check # 340310			**2,613.16**
07/02/2026	340313	3618	DONOVAN JAMES FITE	6272026	6272026 06/17/2026	1101400 |540280|		2026/12	400.00
						Total For Check # 340313			**400.00**
07/02/2026	340315	1230	TULSA COUNTY	10017184	10017184 06/22/2026	1101800 |550360|		2026/12	77.41
						Total For Check # 340315			**77.41**
07/02/2026	340316			10017183	10017183 06.22.2026	1101800 |550360|		2026/12	24.92
						Total For Check # 340316			**24.92**
07/02/2026	340317			10017185	10017185 06/22/2026	1101800 |550360|		2026/12	137.00
						Total For Check # 340317			**137.00**
07/02/2026	340318			10017182	10017182 06/22/2026	1101800 |550360|		2026/12	22.38
						Total For Check # 340318			**22.38**
07/02/2026	340319			10017186	10017186 06/22/2026	1101800 |550360|		2026/12	149.10
						Total For Check # 340319			**149.10**
07/02/2026	340321	949	TULSA WINNELSON COMPANY	688115 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	38.74
				694350 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/12	16.56
				019325 01	BLANKET PO MISC. PLUMBING	1106002 |560180|		2026/12	189.83
				020564 01	BLANKET PO MISC. PLUMBING	1106002 |560180|		2026/12	132.05
						Total For Check # 340321			**377.18**
07/02/2026	340329	4323	ARTEMAX INC	CI25059251	Wristbands for Pools	1106002 |560330|		2026/12	822.00
						Total For Check # 340329			**822.00**
						Total For Fund 110			**211,255.78**
						Number of Invoices For Fund 110			**178**

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07/02/2026	340189	4666 BLUEJAY PROPERTIES LLC	JULY 2026	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2027/1	1,750.00
					Total For Check # 340189			**1,750.00**
07/02/2026	340198	5745 JOSEPH C VENETO	LAB0413-26	LAB0413-26 04/13/2026	2271700 |530110|		2027/1	1,699.00
					Total For Check # 340198			**1,699.00**
07/02/2026	340215	5666 4AP HOLDINGS INC.	1947696	Popcorn for Erin Hofener	2271700 |550360|		2026/12	773.24
					Total For Check # 340215			**773.24**
07/02/2026	340246	5751 CUSTOM FOAM LETTERS INC	BA-61126	6 ft tall foam letters DEPOSIT	2271700 |570170|	2617220	2026/12	7,808.91
					Total For Check # 340246			**7,808.91**
07/02/2026	340275	5131 KEVIN BEHE	16537	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
			16935	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	0.29
			16692	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	1.43
			16678	CITY COUNCIL 07/14/25	2271700 |540070|		2026/12	0.86
					Total For Check # 340275			**4.01**
07/02/2026	340282	5752 LIVE LIKE THAT MOVIE LLC	001	001 MAY 4, 2026	2271700 |550080|		2026/12	50,268.14
					Total For Check # 340282			**50,268.14**
					Total For Fund 227			**62,303.30**
					Number of Invoices For Fund 227			**9**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340298	5439 RIGID EMERGENCY VEHICLES	911-119_F60782	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630020	2026/12	3,400.00
			911-119_F60782	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630030	2026/12	625.00
			911-327_271744	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630020	2026/12	640.00
			911-327_271744	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630030	2026/12	3,400.00
					Total For Check # 340298			**8,065.00**
					Total For Fund 329			**8,065.00**
					Number of Invoices For Fund 329			**4**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340221	4935	AMAZON.COM SALES INC	1WDF-HPHN-G467	IT Hardware	3301200 |570170|	2612020	2026/12	153.71
						Total For Check # 340221			**153.71**
07/02/2026	340278	4452	L3HARRIS TECHNOLOGIES INC	93475602	Portable Radios	3305300 |570030|	2653200	2026/12	8,946.86
						Total For Check # 340278			**8,946.86**
07/02/2026	340280	5661	LEVATA US LLC	INV7806523	POS devices for the Parks	3301200 |570170|	2612020	2026/12	13,986.00
						Total For Check # 340280			**13,986.00**
07/02/2026	340286	3669	MYERS-CHERRY	PA 8 2317210	Operations Ctr Admin Building	3301700 |570150|	2317210	2026/12	182,446.57
						Total For Check # 340286			**182,446.57**
07/02/2026	340294	5638	PINNACLE BUSINES SYSTEMS,	312215	New FW for City Hall	3301200 |570170|	2612040	2026/12	42,948.34
						Total For Check # 340294			**42,948.34**
07/02/2026	340312	341	TESSCO TECHNOLOGIES INC.	9400576859	Bird Wattmeter - 4480A	3301200 |570170|	2512090	2026/12	4,022.89
						Total For Check # 340312			**4,022.89**
						Total For Fund 330			**252,504.37**
						Number of Invoices For Fund 330			**6**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340219	149 AMERICAN ELECTRIC	662-793-0-3 06192026	FY26 ANNUAL AGREEMENT	955-662-793- 3425300 |550250|		2026/12	161.01
			913-008-1-1 06192026	FY26 ANNUAL AGREEMENT	953-913-008- 3425300 |550250|		2026/12	126.17
					Total For Check # 340219			**287.18**
07/02/2026	340234	19 BROKEN ARROW ELECTRIC	S3501621.001	BLANKET PO FOR MISC ELECTRICAL	3425300 |560350|		2026/12	145.48
					Total For Check # 340234			**145.48**
					Total For Fund 342			**432.66**
					Number of Invoices For Fund 342			**3**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340263	1256	GEODECA LLC	2603025B	2603025B JUNE 22, 2026	3435300 |570150|	ST26070	2026/12	1,481.00
						Total For Check # 340263			**1,481.00**
						Total For Fund 343			**1,481.00**
						Number of Invoices For Fund 343			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340173	5560	HANNAH PERRY	T&A 05042026	REIMB-BAG FEE/UBER/PARKING-GSM	3443001 |550030|		2026/12	210.91
						Total For Check # 340173			**210.91**
07/02/2026	340174	4450	JACK H OELKE	TRR SP2026	TUITION REIMB FOR SPRING 2026 NSU	3443001 |530110|		2026/12	1,161.90
						Total For Check # 340174			**1,161.90**
07/02/2026	340175	2289	JORDAN SAWYER	T&A 05042026	REIMB-BAG FEE/UBER/PARKING-GSM	3443001 |550030|		2026/12	236.91
						Total For Check # 340175			**236.91**
07/02/2026	340176	2702	JOSH MCCOY	TRR SP2026	TUITION REIMB FOR SPRING 2026 NSU	3443001 |530110|		2026/12	1,200.00
						Total For Check # 340176			**1,200.00**
07/02/2026	340187	2283	CALEB SHERMAN	PDR 07062026	PER DIEM-GLOCK ARMORER'S COURSE-	3443001 |550030|		2027/1	68.00
						Total For Check # 340187			**68.00**
07/02/2026	340200	4619	ROSERUSH SERVICES, LLC	6410	6410 06/16/2026	3443009 |540550|		2027/1	1,050.00
						Total For Check # 340200			**1,050.00**
07/02/2026	340201	3597	CENTRALSQUARE	466099	466099 06/12/2026	3443006 |540550|		2027/1	2,340.00
				466043	466043 06/11/2026	3443006 |540550|		2027/1	3,900.00
						Total For Check # 340201			**6,240.00**
07/02/2026	340219	149	AMERICAN ELECTRIC	757-559-0-9 06192026	FY26 ANNUAL AGREEMENT 951-757-559-	3443001 |550250|		2026/12	263.89
				086-363-1-7 06162026	FY26 ANNUAL AGREEMENT - 951-086-	3443001 |550250|		2026/12	31.35
						Total For Check # 340219			**295.24**
07/02/2026	340221	4935	AMAZON.COM SALES INC	1JGR-DX96-FJF9	Medical Backpack for Training	3443001 |560230|		2026/12	26.98
				1JGR-DX96-FJF9	Medical Backpack for Training	3443001 |560320|		2026/12	38.79
				14WF-7LXC-4DQW	Additional Amazon Items for Capt. Tener	3443001 |570170|	2630120	2026/12	-58.60
				1LLQ-YFN6-413P	Additional Amazon Items for Capt. Tener	3443001 |570170|	2630120	2026/12	-93.72
				1R6V-4KQ3-JQWM	Various Amazon Items for PD	3443006 |560030|		2026/12	-21.13
				1W9Q-CQ4C-NNDW	Camera Related Items for PRU	3443010 |560030|		2026/12	13.15
				1W9Q-CQ4C-NNDW	Camera Related Items for PRU	3443001 |560240|		2026/12	792.30
				1VJW-CQ7T-4LQW	Camera Related Items for PRU	3443001 |560240|		2026/12	1,230.37
						Total For Check # 340221			**1,928.14**
07/02/2026	340231	5206	EUROTEX MOTORS LLC	63296	1st Service for Unit 2600	3443001 |540200|		2026/12	413.50
				63157	Service on Unit 1891	3443001 |540200|		2026/12	639.87

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				63157	Service on Unit 1891	3443001 |540200|		2026/12	2,759.33
						Total For Check # 340231			**3,812.70**
07/02/2026	340236	594	BUILDERS SUPPLY, INC.	793700	BLANKET PO FOR MISC BUILDING	3443001 |560180|		2026/12	34.00
						Total For Check # 340236			**34.00**
07/02/2026	340237	576	CDW GOVERNMENT	AJ6918E	Citation Printers for Animal Control Officers	3443009 |560240|		2026/12	195.86
						Total For Check # 340237			**195.86**
07/02/2026	340240	996	CITY OF BROKEN ARROW	205320	Payroll Run 1 - Warrant 260618	344 |218180|		2026/12	1,316.69
				205320	Payroll Run 1 - Warrant 260618	344 |218360|		2026/12	12,841.88
						Total For Check # 340240			**14,158.57**
07/02/2026	340241	1391	CLEAN THE UNIFORM CO	52199903	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/12	15.30
				52197181	Rugs for the Animal Shelter	3443009 |540330|		2026/12	3.92
						Total For Check # 340241			**19.22**
07/02/2026	340242	412	CONSOLIDATED TRAFFIC	69734	High Security Junction Boxes	3443001 |570170|	2530070	2026/12	18,460.00
						Total For Check # 340242			**18,460.00**
07/02/2026	340245	4896	WA BUTLR COMPANY	FJ93694	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/12	664.28
				FJ14546	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/12	607.60
						Total For Check # 340245			**1,271.88**
07/02/2026	340258	5472	FRANK STEVENS	7494	Rifle Rack Parts for Unit 1625	3443001 |560200|		2026/12	202.50
						Total For Check # 340258			**202.50**
07/02/2026	340264	2594	GOOD SHEPHERD VETERINARY	741580	741580 06/17/2026	3443001 |530870|		2026/12	229.50
						Total For Check # 340264			**229.50**
07/02/2026	340272	3457	INTERNATIONAL ASSOC FOR	M26-C233742	M26-C233742 05.07.2026	3443008 |530850|		2026/12	65.00
						Total For Check # 340272			**65.00**
07/02/2026	340274	4613	JOSEPH Z EATON	2601	Labor and Wood for Tahoe Bench Seats	3443001 |540280|		2026/12	1,155.00
						Total For Check # 340274			**1,155.00**
07/02/2026	340275	5131	KEVIN BEHE	16537	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
				16537	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23

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			16935	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	0.74
			16935	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.05
			16692	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	3.69
			16692	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.23
			16678	CITY COUNCIL 07/14/25	3443001 |540070|		2026/12	2.22
			16678	CITY COUNCIL 07/14/25	3443009 |540070|		2026/12	0.14
					Total For Check # 340275			**10.99**
07/02/2026	340288	25 NAPA AUTO PARTS	27373	7060	3443001 |560200|		2026/12	4.25
			27373	4017	3443001 |560200|		2026/12	8.00
			27373	9756	3443001 |560200|		2026/12	14.86
			27373	20811	3443001 |560210|		2026/12	24.39
			27373	115	3443001 |560210|		2026/12	15.50
			27373	5W20BULK	3443001 |560210|		2026/12	35.21
			27374	4017	3443001 |560200|		2026/12	8.00
			27374	9756	3443001 |560200|		2026/12	14.86
			27374	7060	3443001 |560200|		2026/12	4.25
			27374	20811	3443001 |560210|		2026/12	24.39
			27374	115	3443001 |560210|		2026/12	15.50
			27374	5W20BULK	3443001 |560210|		2026/12	35.21
			27378	7060	3443001 |560200|		2026/12	4.25
			27378	4017	3443001 |560200|		2026/12	8.00
			27378	9756	3443001 |560200|		2026/12	14.86
			27378	20811	3443001 |560210|		2026/12	24.39
			27378	115	3443001 |560210|		2026/12	15.50
			27378	5W20BULK	3443001 |560210|		2026/12	35.21
			27379	6509	3443001 |560200|		2026/12	53.52
			27379	IC930	3443001 |560200|		2026/12	67.72
			27383	276464	3443001 |560200|		2026/12	271.92
			27385	100010	3443001 |560200|		2026/12	4.55
			27385	4017	3443001 |560200|		2026/12	8.00
			27385	9756	3443001 |560200|		2026/12	14.86
			27385	20811	3443001 |560210|		2026/12	24.39
			27385	115	3443001 |560210|		2026/12	15.50
			27385	0W20BULK	3443001 |560210|		2026/12	30.18
			27401	IC930	3443001 |560200|		2026/12	135.44
			27403	F000702	3443001 |560190|		2026/12	297.20
			27405	7502	3443001 |560200|		2026/12	4.25

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			27405	4068	3443001 |560200|		2026/12	5.32
			27405	6935	3443001 |560200|		2026/12	9.55
			27405	20811	3443001 |560210|		2026/12	24.39
			27405	115	3443001 |560210|		2026/12	15.50
			27405	5W20BULK	3443001 |560210|		2026/12	30.18
			27407	5113	3443001 |560230|		2026/12	17.22
			27415	100255	3443001 |560200|		2026/12	4.25
			27415	20811	3443001 |560210|		2026/12	24.39
			27415	115	3443001 |560210|		2026/12	15.50
			27415	0W20BULK	3443001 |560210|		2026/12	40.24
			27339	100255	3443001 |560200|		2026/12	4.25
			27339	4211	3443001 |560200|		2026/12	14.22
			27339	200942	3443001 |560200|		2026/12	15.75
			27339	0W20BULK	3443001 |560210|		2026/12	40.24
			27339	20811	3443001 |560210|		2026/12	24.39
			27339	115	3443001 |560210|		2026/12	15.50
			27340	7060	3443001 |560200|		2026/12	4.25
			27340	20811	3443001 |560210|		2026/12	24.39
			27340	115	3443001 |560210|		2026/12	15.50
			27340	5W20BULK	3443001 |560210|		2026/12	35.21
			27346	7060	3443001 |560200|		2026/12	4.25
			27346	4017	3443001 |560200|		2026/12	8.00
			27346	9756	3443001 |560200|		2026/12	14.86
			27346	5W20BULK	3443001 |560210|		2026/12	35.21
			27346	20811	3443001 |560210|		2026/12	24.39
			27346	115	3443001 |560210|		2026/12	15.50
			27352	276464	3443001 |560200|		2026/12	271.92
			27359	7502	3443001 |560200|		2026/12	4.25
			27359	230266	3443001 |560200|		2026/12	10.91
			27359	9883	3443001 |560200|		2026/12	12.73
			27359	20811	3443001 |560210|		2026/12	24.39
			27359	115	3443001 |560210|		2026/12	15.50
			27359	5W20BULK	3443001 |560210|		2026/12	45.27
			27360	34874	3443001 |560190|		2026/12	4.63
			27364	X003VJSRIP	3443001 |560200|		2026/12	26.38
			27365	7502	3443001 |560200|		2026/12	4.25
			27365	4068	3443001 |560200|		2026/12	5.32
			27365	6935	3443001 |560200|		2026/12	9.55

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				27365	20811	3443001 |560210|		2026/12	24.39
				27365	115	3443001 |560210|		2026/12	15.50
				27365	5W20BULK	3443001 |560210|		2026/12	30.18
						Total For Check # 340288			**2,221.78**
07/02/2026	340292	5422	OKLAHOMA PROMO LLC	200837	Journals for CPA	3443001 |560230|		2026/12	1,547.50
						Total For Check # 340292			**1,547.50**
07/02/2026	340302	335	SERVICE OKLAHOMA	L0539959096	L0539959096 06/22/2026	3443001 |560230|		2026/12	15.50
						Total For Check # 340302			**15.50**
07/02/2026	340307	275	SIRCHIE FINGER PRINT	0740426-IN	Additional CSI Items	3443001 |560550|		2026/12	422.90
						Total For Check # 340307			**422.90**
07/02/2026	340308	4917	FIRST RESPONDER	196395-1	Clothing Items for New CNT Members	3443001 |560100|		2026/12	461.97
						Total For Check # 340308			**461.97**
07/02/2026	340311	4760	AUTOMOTIVE INDUSTRIES LLC	61001	UNIT # 2032	3443001 |540200|		2026/12	2,185.57
						Total For Check # 340311			**2,185.57**
07/02/2026	340328	1095	WINDSTREAM HOLDINGS II LLC	77536774	PD CAMERAS & INTERSECTION	3443001 |550540|		2026/12	702.27
						Total For Check # 340328			**702.27**
						Total For Fund 344			**59,563.81**
						Number of Invoices For Fund 344			**119**

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07/02/2026	340172	3986	CHARLES SCHUMANN	EMP 05242026	NFA MEAL TICKET REIMB	3453501 |550030|		2026/12	323.66
						Total For Check # 340172			**323.66**
07/02/2026	340194	1912	FIRST RESPONDER SUPPORT	1664	1664 06/15/2026	3453501 |530870|		2027/1	5,820.00
						Total For Check # 340194			**5,820.00**
07/02/2026	340219	149	AMERICAN ELECTRIC	027-427-0-6 06192026	FY26 ANNUAL AGREEMENT 952-027-427-	3453501 |550250|		2026/12	1,541.09
						Total For Check # 340219			**1,541.09**
07/02/2026	340220	447	AIR CLEANING TECHNOLOGIES	INV-03948	INV-03948 06/03/2026	3453501 |560180|		2026/12	747.98
						Total For Check # 340220			**747.98**
07/02/2026	340221	4935	AMAZON.COM SALES INC	1T1W-VVGP-H91F	ITEM: WEELMOTO Headlight Compatible	3453504 |560200|		2026/12	87.31
				1KTQ-M3LR-CMVC	ITEM: Perfect Fit Round Police Badge	3453504 |560100|		2026/12	185.43
				1HMR-PR4H-KN9V	ITEM: Deekin 200 Pcs Fireman Rubber	3453504 |560230|		2026/12	98.99
						Total For Check # 340221			**371.73**
07/02/2026	340222	5180	AMERICAN MEDICAL GAS	4879	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/12	182.00
						Total For Check # 340222			**182.00**
07/02/2026	340232	18	BOUND TREE MEDICAL	86242352	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/12	6,556.51
						Total For Check # 340232			**6,556.51**
07/02/2026	340238	1242	CONSOLIDATED FLEET	2026JZ0052	2026JZ0052 06/05/2026	3453501 |540290|		2026/12	147.50
						Total For Check # 340238			**147.50**
07/02/2026	340240	996	CITY OF BROKEN ARROW	205320	Payroll Run 1 - Warrant 260618	345 |218180|		2026/12	250.00
				205320	Payroll Run 1 - Warrant 260618	345 |218360|		2026/12	5,033.14
						Total For Check # 340240			**5,283.14**
07/02/2026	340241	1391	CLEAN THE UNIFORM CO	52198301	52198301 JUNE 17, 2026	3453501 |540330|		2026/12	42.01
				52198301	52198301 JUNE 17, 2026	3453501 |560300|		2026/12	189.50
				52198784	52198784 JUNE 19, 2026	3453501 |540330|		2026/12	32.10
				52198784	52198784 JUNE 19, 2026	3453501 |560300|		2026/12	94.78
				52197177	52197177 JUNE 10, 2026	3453501 |540330|		2026/12	2.94
				52198300	52198300 JUNE 17, 2026	3453501 |540330|		2026/12	30.78
				52198300	52198300 JUNE 17, 2026	3453501 |560300|		2026/12	166.24
				52198785	52198785 JUNE 19, 2026	3453501 |540330|		2026/12	39.70

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			52198785	52198785 JUNE 19, 2026	3453501 |560300|		2026/12	129.00
			52198780	52198780 JUNE 19, 2026	3453501 |560300|		2026/12	223.24
			52198780	52198780 JUNE 19, 2026	3453501 |560300|		2026/12	27.35
			52197673	52197673 06/12/2026	3453501 |540330|		2026/12	31.22
			52197673	52197673 06/12/2026	3453501 |560300|		2026/12	16.32
			52197178	52197178 06/10/2026	3453501 |540330|		2026/12	24.85
			52197178	52197178 06/10/2026	3453501 |560300|		2026/12	16.27
					Total For Check # 340241			**1,066.30**
07/02/2026	340251	1526 DR DAVID GEARHART, DO	01/01/2026-6/30/2026	EMS MEDICAL DIRECTOR REMAINING	3453502 |530870|		2026/12	15,000.00
					Total For Check # 340251			**15,000.00**
07/02/2026	340268	798 HENRY SCHEIN INC	58167608	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	192.80
			58483965	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	182.48
			58447111	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/12	150.00
					Total For Check # 340268			**525.28**
07/02/2026	340273	3537 J & J BOWERS LAWN CARE	062126	062126 06/21/2026	3453503 |540280|		2026/12	450.00
					Total For Check # 340273			**450.00**
07/02/2026	340275	5131 KEVIN BEHE	16537	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
			16935	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	0.93
			16692	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	4.65
			16678	CITY COUNCIL 07/14/25	3453501 |540070|		2026/12	2.79
					Total For Check # 340275			**13.02**
07/02/2026	340281	1088 LIFE ASSIST INC	2149125	BLANKET PO FOR EMS	3453502 |560230|		2026/12	40.00
			2149833	BLANKET PO FOR EMS	3453502 |560230|		2026/12	4,711.00
			2143350	BLANKET PO FOR EMS	3453502 |560230|		2026/12	165.00
					Total For Check # 340281			**4,916.00**
07/02/2026	340283	131 LOCKE SUPPLY COMPANY	58579349-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/12	64.88
					Total For Check # 340283			**64.88**
07/02/2026	340288	25 NAPA AUTO PARTS	27388	84104	3453502 |560230|		2026/12	8.80
			27406	300458	3453502 |560200|		2026/12	49.89
			27347	5273379	3453501 |560200|		2026/12	65.46
			27357	LC3Z5L248A	3453502 |560200|		2026/12	193.93

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				27361	8255712	3453502 |560200|		2026/12	75.83
				27361	3130901AM	3453502 |560200|		2026/12	21.07
				27363	60R02FCR	3453501 |560200|		2026/12	221.24
				27363		3453501 |560200|		2026/12	33.00
				27368	42076	3453502 |560200|		2026/12	93.74
				27368		3453502 |560200|		2026/12	7.49
						Total For Check # 340288			**770.45**
07/02/2026	340291	4349	OKIE PACKAGING &	321567BO	BLANKET ORDER FOR BLANKET PO	3453501 |560300|		2026/12	664.88
						Total For Check # 340291			**664.88**
07/02/2026	340295	4508	C A ASSETS LLC	29103	29103 06/10/2026	3453501 |540070|		2026/12	1,983.00
						Total For Check # 340295			**1,983.00**
07/02/2026	340304	4461	SHEARER SUPPLY INC	T137133	T137133 JAN 26, 2026	3453501 |560180|		2026/12	33.99
						Total For Check # 340304			**33.99**
07/02/2026	340324	1324	ULINE	209547987	EMS Supplies from Uline	3453502 |560230|		2026/12	342.35
						Total For Check # 340324			**342.35**
07/02/2026	340328	1095	WINDSTREAM HOLDINGS II LLC	101222666 04222026	FY26 ANNUAL 101222666 APRIL 22, 2026	3453501 |550220|		2026/12	59.33
				101222666 05212026	FY26 ANNUAL 101222666 MAY 21, 2026	3453501 |550220|		2026/12	59.93
				101222666 06222026	FY26 ANNUAL 101222666 JUNE 22, 2026	3453501 |550220|		2026/12	60.83
						Total For Check # 340328			**180.09**
07/02/2026	340330	1830	ZOLL MEDICAL CORP GPO	4513280	Zoll Vent Power Supply	3453502 |560240|		2026/12	459.00
						Total For Check # 340330			**459.00**
						Total For Fund 345			**47,442.85**
						Number of Invoices For Fund 345			**58**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340259	900 FORTILINE INC	7429466	Project Materials for S.26040 - Tom K.	3511700 |570150|	S.26040	2026/12	18,500.32
					Total For Check # 340259			**18,500.32**
					Total For Fund 351			**18,500.32**
					Number of Invoices For Fund 351			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/02/2026	340327	5611 WHITE BUFFALO	5857	Radio Communications Tower 191713	5921700 |570180|	191713	2026/12	3,900.00
					Total For Check # 340327			**3,900.00**
					Total For Fund 592			**3,900.00**
					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
07/02/2026	340249	3652	DIVERSIFIED CIVIL	PA 1 ST2031	Aspen & Tucson Street Intersection	5935300 |570150|	ST2031	2026/12	180,304.30
						Total For Check # 340249			**180,304.30**
07/02/2026	340260	3689	FREESE AND NICHOLS INC	0001400522	ST1926 Houston Widening 9th to Old HWY	5935300 |570160|	ST1926	2026/12	1,383.39
						Total For Check # 340260			**1,383.39**
07/02/2026	340261	674	GARVER ENGINEERS	23T27000-24	WIDENING OF 9TH STREET NEW	5935300 |570160|	ST23280	2026/12	7,403.12
						Total For Check # 340261			**7,403.12**
07/02/2026	340265	3214	GRADE LINE CONSTRUCTION	PA 7 ST22100 FINAL	Wedgewood Residential - Project ST22100	5935300 |570150|	ST22100	2026/12	55,476.67
						Total For Check # 340265			**55,476.67**
07/02/2026	340276	2004	KIMLEY-HORN & ASSOCIATES	064598220-0326	College Street Improvements PCS	5935300 |570160|	ST26020	2026/12	2,450.00
				064598220-0526	College Street Improvements PCS	5935300 |570160|	ST26020	2026/12	1,100.00
				064598220-0426	College Street Improvements PCS	5935300 |570160|	ST26020	2026/12	52,550.00
						Total For Check # 340276			**56,100.00**
07/02/2026	340286	3669	MYERS-CHERRY	PA 8 2317210	Operations Ctr Admin Building	5931700 |570150|	2317210	2026/12	49,063.33
						Total For Check # 340286			**49,063.33**
07/02/2026	340287	888	NAFECO	1384756	New Engine-Nafeco	5933501 |570020|	203531	2026/12	266.00
				1386481	New Engine-Nafeco	5933501 |570020|		2026/12	530.49
				1386481	New Engine-Nafeco	5933501 |570020|	203531	2026/12	8,463.30
						Total For Check # 340287			**9,259.79**
07/02/2026	340320	304	TULSA ENGINEERING &	25-071.00.01	Millicent Pond II Drainage SW26120	5935305 |570160|	SW26120	2026/12	3,000.00
						Total For Check # 340320			**3,000.00**
						Total For Fund 593			**361,990.60**
						Number of Invoices For Fund 593			**12**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/01/2026	202824	16 BANK OF OKLAHOMA	BROKARROK16A	BROKARROK16A 07/26 - GO BONDS	7707000 |580020|		2027/1	94,318.76
			BROKARROK16A	BROKARROK16A 07/26 - GO BONDS	7707000 |580030|		2027/1	300.00
					Total For Check # 202824			**94,618.76**
07/01/2026	202825		BROKARROK16B	BROKARROK16B 07/26 - GO BONDS	7707000 |580020|		2027/1	53,318.76
			BROKARROK16B	BROKARROK16B 07/26 - GO BONDS	7707000 |580030|		2027/1	300.00
					Total For Check # 202825			**53,618.76**
					Total For Fund 770			**148,237.52**
					Number of Invoices For Fund 770			**4**

07/02/2026	340181	999907 OTP - COURT REFUNDS	0001108	882	|201020|	2027/1	540.00
				Total For Check #	**340181**		**540.00**
07/02/2026	340182		0001110	882	|201020|	2027/1	570.00
				Total For Check #	**340182**		**570.00**
07/02/2026	340183		0001107	882	|201020|	2026/12	640.00
				Total For Check #	**340183**		**640.00**
07/02/2026	340184		0001109	882	|201020|	2027/1	100.00
				Total For Check #	**340184**		**100.00**
				Total For Fund	**882**		**1,850.00**
				Number of Invoices For Fund	**882**		**4**
				Total For ALL Checks			**1,484,483.68**
				Total Number of Invoices			**703**

City of Broken Arrow

Request for Action

File #: 26-1035, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Presentation of a Citation of Recognition signed by the Mayor and presented to the Youth on Guard Memorial Foundation

Background:
A Citation of Recognition signed by Mayor Debra Wimpee and presented to the Youth on Guard Memorial Foundation.

Cost: $0

Funding Source: N/A

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **Citation of Recognition**

Recommendation:
N/A

BROKEN ARROW

Where opportunity lives

CITATION OF RECOGNITION

Presented to the

YOUTH ON GUARD MEMORIAL FOUNDATION

WHEREAS, *each Memorial Day weekend, at Floral Haven Memorial Gardens here in our City, the Youth on Guard Memorial Foundation keeps a continuous re-enactment of the watch at a replica Tomb of the Unknown Soldier — that those who gave their lives in defense of our Nation may be* ***REMEMBERED****; and*

WHEREAS, *the youth Sentinels of the Foundation give of their time and their training to keep the post with the precision and bearing it is due — that the men and women of our United States Armed Forces, known and unknown, may be* ***HONORED****; and*

WHEREAS, *the watch gives veterans, Gold Star families, and our wider community a place to gather, to grieve, to give thanks, and to teach the next generation what the day means — that those who carry the weight of service and loss may begin to* ***HEAL****;*

NOW, THEREFORE, *I,* ***Mayor Debra Wimpee,*** *Mayor of the City of Broken Arrow, Oklahoma, on behalf of a grateful community, do hereby commend and recognize the* ***YOUTH ON GUARD MEMORIAL FOUNDATION*** *for its mission — to Remember, Honor, and Heal — for the watch it keeps in our City, and for the example its young Sentinels set in service, in discipline, and in the dignity owed to those who gave all.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 14th day of July, 2026.*

_____

Mayor Debra Wimpee
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-1036, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2026

Title:
Consideration, discussion, and possible approval of and authorization to execute a Proclamation declaring July 17-18, 2026, as Oklahoma PTA Days

Background:
Recognizing the Oklahoma Congress of Parents and Teachers on the occasion of the 104th Annual State Convention.

Cost: $0

Funding Source: N/A

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **Mayoral Proclamation**

Recommendation:
Proclaim July 17-18, 2026, as Oklahoma PTA Days

BROKEN ARROW
Where opportunity lives

PROCLAMATION

City of Broken Arrow, Oklahoma

Recognizing the Oklahoma Congress of Parents and Teachers on the Occasion of the 104th Annual State Convention

WHEREAS, the Oklahoma Congress of Parents and Teachers (Oklahoma PTA) has served Oklahoma families since 1904, advocating for the health, education, and welfare of every child; and

WHEREAS, Oklahoma PTA proudly represents members across the state, uniting families, educators, and community leaders in support of children's success; and

WHEREAS, the 104th Annual Oklahoma PTA State Convention, themed "Fueled by Families, Driven by Purpose," will be held July 17–18, 2026, at the NSU Broken Arrow Campus in Broken Arrow, Oklahoma; and

WHEREAS, this year's convention celebrates the centennial of Historic Route 66 and honors Oklahoma's legacy of community, connection, and family engagement; and

WHEREAS, Oklahoma PTA's work strengthens schools and communities throughout the state by empowering parents and fostering meaningful partnerships between families and educators;

NOW, THEREFORE, the City of Broken Arrow does hereby proclaim July 17–18, 2026, as

OKLAHOMA PTA DAYS

in the City of Broken Arrow and commends Oklahoma PTA for its enduring commitment to Oklahoma's children and families.

In witness, whereof, *I have hereunto set my hand and caused the Seal of Broken Arrow to be affixed this 14th day of July, 2026.*

_____

Mayor Debra Wimpee
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-1057, **Version:** 1

Broken Arrow City Council

07/14/2026

Title:

Presentation, discussion and possible direction by City Council on the proposed Manual of Fees

Background:
The Manual of Fees was presented at the budget workshop in May, and it was decided that it would be beneficial to have a special call meeting to discuss the Manual of Fees further.

Cost: N/A

Funding Source: N/A

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
. Direction on the proposed Manual of Fees

City of Broken Arrow

Request for Action

File #: 26-1038, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration discussion and possible direction to construct traffic calming devices along South Oak Avenue in the Aspen Creek I subdivision in accordance with the Traffic Calming Policy

Background:
In an effort to address issues pertaining to driveway culverts, school zones, traffic signals, traffic calming, speed limits, street lighting, parking, and work zones, City Council approved and adopted the Traffic Control Manual on September 29, 2015.

Specifically related to traffic calming, criteria were developed to address heavily used residential streets with a majority of those vehicles operating at excessive speeds. To determine whether a traffic calming device is warranted, a property owner must sponsor a traffic study for the residential street in question. Once a residential street is identified, a traffic study is conducted to determine if the warrants for Annual Average Daily Traffic (AADT) exceed 500 vehicles and if 85% of those vehicles have exceeded 30 m.p.h. in a 24-hour period have been met. If both conditions are met, 75% or more of the citizens living on the property adjacent to the street must sign a petition approving the installation of a traffic calming device. After the signatures have been verified, City Council reviews the information and has the authority to approve or deny the request to install a traffic calming device.

Attached are the conducted traffic study results, signatures, map, and the traffic calming policy (pertinent information is highlighted) for your review and consideration.

The Streets and Stormwater Department has reviewed all information and traffic calming devices are not warranted at the identified location with only 270 vehicles per day and an 85 percentile of less than 30 mph. However, City Council has the authority to hear appeals from the sponsor and give staff direction on how to proceed.

Cost: $9000

Funding Source: Streets and Stormwater Operating Budget

Requested By: Timothy Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Traffic Study, Resident Petition, Map, Traffic Calming Policy

Recommendation:
As Council directs regarding construction of traffic calming devices along South Oak Avenue in the Aspen Creek subdivision in accordance with the Traffic Calming Policy

Section 4.0.0
Traffic Calming

Subject: **Residential Subdivision Traffic Calming Policy and Procedure**

I. **Applicability:** This policy applies to all residential subdivision streets in the City of Broken Arrow.

II. **Implementation:** This policy is effective upon approval by the City Council. This policy will be implemented upon request from a citizen or determination of a safety hazard by the City staff.

III. **General:**

Because of high traffic speeds and high volumes of through traffic encountered on many residential roads in pre-World-War II communities (characterized essentially by grid pattern street systems), newer residential communities, planned their streets with curvalinear alignments and cul-de-sacs in a well-defined hierarchical system. Although these newer concepts reduced the quantity of "foreign traffic" on most residential roads, it did not eliminate it on all of them. Furthermore, the curvalinear street systems did not accomplish the reduction in vehicle speeds that were envisioned when the design changes were implemented.

The residential speed limit in the City of Broken Arrow is 25 mph. If this speed limit were obeyed, the resulting pattern of the actual speeds would ideally follow a bell curve with a mean speed of 20 mph and an 85th percentile speed of 25 mph. Unfortunately, the 25 mph speed limit is seldom obeyed. For example all of the traffic speed surveys conducted in 1996 and 1997 show an 85th percentile speed above 25 mph. The actual speeds have ranged from 60 mph to 15 mph with 85th percentile speeds from 29 to 33 mph. This excessive speed in subdivisions has resulted in a heavy volume of citizen requests for action to reduce speeding in subdivisions.

The City of Broken Arrow has gone through an evolutionary process to arrive at this traffic calming policy. Initial attempts were centered around Stop sign installation. Evaluation of these actions showed the Stop signs were not effective and often presented a greater risk due to drivers failing to stop. The installation of Stop signs where they were not warranted also creates a liability issue for the city. There followed a series of tests with speed traps, signage, painting lines, chatter strips, speed humps, road narrowing, and traffic circles. This policy and procedure is a result of the evaluation of the various tests conducted by the City and a review of literature on tests conducted by other cities. This policy represents the current best technology for traffic calming in residential neighborhoods. As the technology changes, this policy will be updated to reflect any improvements.

IV. **Definitions:**

1. **Median or pedestrian refuge islands** - Raised islands placed in the middle of the road displacing a vehicle to the right. These can be oval or elliptical shaped. Those islands used at a crosswalk to provide a pedestrian refuge increase pedestrian safety by allowing pedestrians to cross one direction of traffic flow at a time.

2. **Problem Street -** A section of street with a traffic problem. Normally defined by naming the street and the cross streets where the problem starts and ends. For example: Main Street from Broadway to Dallas.

3. **Raised intersections or crosswalks -** Similar to speed humps but typically cover a longer distance. Used to slow vehicles, as well as to indicate to motorists that they are entering a residential area or to emphasize a crosswalk location. These are typically constructed with contrasting paving materials. This can be a relatively costly technique and will generally only be considered for special applications.

4. **Enhanced Speed Humps** – 5 to 6 inches high, parabolic or flat-topped raised pavement, typically 24 feet long in the direction of travel. This type of speed hump is used only after standard speed humps have failed to achieve the desired reduction in speed. They are placed in the same manner as standard speed humps.

5. **Standard Speed Humps** – 4 to 5 inches high, parabolic or flat-topped raised pavement, typically 24 feet long in the direction of travel, and spaced every 200 to 600 feet. Humps are generally only applicable on streets with direct residential frontage and with posted speed limits or 25 or less. An attempt is made to locate humps at property lines - they are not installed on sharp curves or hill crests where visibility may be restricted, on steep grades, in intersections or driveways. Humps are designed to accommodate larger vehicles such as school buses and fire trucks.

6. **Traffic Circles** - Raised circular islands placed in the center of a four leg intersection. They are designed to have a slowing effect on vehicles in a range of 200 to 500 feet and to control right of way at the intersection (approaching vehicles must yield to traffic in the circle). All vehicles except emergency vehicles must travel to the right of and counterclockwise around the circle.

V. **Policies:**

1. Stop Signs will not be used for speed control.

2. When a residential area requires traffic calming action, the least restrictive measure or combination of measures that are effective will be employed.

3. Traffic Calming Measures employed by the City are as follows (listed from least to most restrictive):
   a. Speed Signs and Street Painting
   b. Special zero tolerance enforcement by Police Department
   c. Standard Speed Humps

4. Traffic calming measures V 3a through V 3b may be implemented or stopped/removed by the City Staff.

5. Traffic calming measures V 3c require City Council approval before installation or removal, except for:
   a. Removal to install a greater restraint measure or,
   b. Removal due to street reconstruction or resurfacing (section VIII).

6. Traffic calming measures will normally be undertaken only upon request by 75 percent or more of the citizens, living on the property (property includes citizens living in multifamily housing) adjacent to the street.

7. Only streets that meet the specific criteria in this policy will be considered for traffic calming measures.

8. Traffic calming measures will normally be employed in order starting from least restrictive and going to most restrictive. Where a less restrictive traffic calming measure, will enhance the more restrictive measure being installed, it will be left in place.

9. Implementation of the Traffic Calming Program on non-standard problem streets will be sponsored by the Street Division. Upon notification of a traffic problem, confirmation that there are sufficient vehicles on the street, and the speed of the vehicles warrant traffic calming measures, the implementation of the traffic calming program will be automatic after approval by the City Council

VI. **Responsibilities:**

1. City Council: As necessary, review and approve installation or removal of traffic calming devices and hear appeals from sponsors.

2. City Manager: Manage the traffic calming program through the appropriate staff departments.

3. All Staff Departments will:
   a. Receive complaints on excessive traffic and speeding.
   b. Inform citizens of the traffic calming policy and how to use the policy.

4. The City Engineer will: When required, prepare designs for pedestrian islands, street narrowing, traffic circles, raised intersections or crosswalks, and special speed humps.

5. The Police Department will:
   a. Provide background information on streets being studied.
   b. Provide officers for zero tolerance enforcement and street evaluations as required.

6. The Street Division Department will:
   a. Perform traffic studies for stop sign installation or removal.
   b. Perform traffic studies for traffic signal installation or removal.
   c. Receive and process requests for traffic calming actions.
   d. Perform required traffic counts and speed studies.
   e. Budget for and construct required traffic calming devices.

VII. **Procedure:**

1. Problem Area Identification: Either the homeowners on the street or the City Staff may identify an area as a problem. If the problem is identified by a City Staff member then a sponsor person living on the problem street must be found before the project can proceed beyond signage and painting and/or zero tolerance enforcement.

2. Upon receipt of the sponsor's name, the Street division will conduct a 24-hour traffic count and a 12-hour speed survey on the proposed street. Action subsequent to these counts will be one of the following:

   a. A street that has 500 or more vehicles in a 24 hour period and an 85th percentile speed above 30 mph, will automatically be entered in the program.

b. A street that has an 85th percentile speed below 30 mph, will automatically be excluded from the program.

c. A street that has less than 500 vehicles in a 24 hour period will automatically be excluded from the program.

3. A determination that a street will not be enrolled in the Traffic Calming program may be appealed to the City Council.

4. Upon determination that a street meets the criteria for enrollment in the Traffic Calming program, the Street Division will notify the sponsor of the status of their request. The sponsor will be informed of the requirement for a Traffic Calming Petition, Verification Statement, and Homeowners Association Endorsement. The Street will supply sample forms to the sponsor. If the subdivision does not have a homeowners association then all references to a homeowners association are not applicable to that subdivision.

5. While the sponsor is preparing the Traffic Calming Petition, Verification Statement, and Homeowners Association Endorsement, the Street Division will initiate traffic calming procedures V 3a and V 3b.

6. The sponsor will deliver the completed paperwork to the Operations Building at 485 N Poplar.

7. Upon receipt of the completed paper work the Street Division will take the paper work to the City Council, for approval, at the next reasonable date the Council meets. The Street Division will notify the sponsor of the date and time the City Council will vote on the traffic calming measures. Following the City Council meeting, the Street Division will notify the sponsor of the City Council's decision. If the City Council decides that traffic calming measures are not required, the project will be stopped at that point.

8. Upon receipt of the City Council's approval, the Street Division will initiate the traffic calming measures in the order shown in paragraph V 3 above. After each step is taken a three (3) to five (5) week waiting period will be observed and then a speed survey will be conducted. If the 85th percentile speed has dropped to acceptable levels, the traffic calming program will be stopped at that level.

9. The Street Division may reopen a traffic calming project within 18 months after it was approved by the City Council. Reopening a project will be done when a speed survey shows that the measures used are no longer effective.

10. If a closed traffic calming project is older than 18 months it will require recertification and approval by the City Council.

VIII. **Removal of Traffic Calming Measures:**

If after three (3) months the citizens living on the problem street desire to have the traffic calming measure(s) removed, they must petition the City Council for removal of the traffic calming measure(s). Removal of traffic calming measures will be accomplished using the same procedure as for installation. The only change will be the wording of the documents. Removal will require the approval of 75 percent or more of the citizens living on property adjacent to the problem street and the endorsement of the removal request by the Homeowner's Association, if one exists for the affected neighborhood. When a street reconstruction or resurfacing project is scheduled to be performed on a problem street that has speed humps, the Streets and Stormwater Department will notify the citizens living on property adjacent to the problem street at least 30 days in advance of the start of the project that the speed humps will not initially be reconstructed, and that if the affected citizens desire reinstallation of the speed humps after the street project is completed, they may initiate the request for reinstallation of speed humps by following the procedure defined in this Policy. Upon satisfaction of the criteria required, speed humps will be reconstructed on the problem street.

IX. **Funding:**

Funding: Based on information gained in the initial years of operation and the projected number of traffic calming projects the Departments will add funds to the appropriate accounts for traffic calming.

X. **Recording and Reporting:**

The Street Division with input from other Departments will maintain the form at appendix 6 on each project.

XI. **Appendices:**

1. Reserved
2. Sample Traffic Calming Petition
3. Sample Verification Statement
4. Sample Endorsement Statement
5. Project Prioritization Criteria
6. Traffic Calming Project Report
7. Traffic Calming Measure Installation Criteria

Appendix 2 - Sample Traffic Calming Petition

Location:	
Contact Person:	
Address:	Phone Number Home: Work:

We, the undersigned hereby petition for the installation of traffic calming devices up to and including speed humps on _____ between _____ and _____ according to policies and procedures established by the City of Broken Arrow.

NOTES:

1. Before signing you must receive a flyer titled ACity of Broken Arrow Traffic Calming Programs and you should look at the speed bumps listed in the flyer.
2. If you sign this petition and later want to have your name removed consult the flyer for the removal procedure.
3. The street mentioned above all will be considered for traffic calming device installation only if the signatures below represent 75 percent or more of all households adjacent to the street. Only one signature from each household will be considered.

Address	Name (Please Print)	Signature	Whether Owner or Renter	Phone Number Home Work	Ok if Installed in Front of My Residence (Please Initial)

Appendix 3 - Sample Verification Statement

There are a total of _____ properties adjacent to _____between _____and _____. There are ___valid signatures on the speed hump petition which represent ___ percent of properties adjacent to the street within the section mentioned above. I verify that the signatures on the Traffic Calming petition are valid and only one signature per household has been considered in the above mentioned percentage.

Date:_____

_____
(Signature of Sponsor)

Name:_____

Address: _____

Appendix 4 - Sample Endorsement Statement

In a meeting held on the ___ day of _____, 19 __ the _____Homeowners Association approved and endorsed the Traffic Calming project on_____ from _____ to _____. The association acknowledges that because of installation of Traffic Calming Devices up to and including speed humps on the above mentioned street there may be an increase in traffic on nearby streets.

The sponsor has confirmed that signatures on the Traffic Calming petition are valid and represent 75 percent of the households/businesses adjacent to the street within the section mentioned above.

Date: _____ 1. Signature: _____
Name:

Position:

2. Signature: _____
Name:

Position:

Appendix 5 - Project Prioritization Criteria

1. **General:** Traffic Calming projects will be ranked according to the criteria established in this appendix. Projects will be assigned points on the basis of existing speeds and volumes, average number of speed related accidents reported to the Broken Arrow Police Department (BAPD), and presence of schools and/or other special pedestrian generators in the area. The project accumulating the greatest number of points will be considered to have the highest priority. Among projects with the same rank, higher priority will be given to the one with the earliest application date.

2. **Priority Criteria:**

   a. Accident Criteria - All accidents considered for point assignment must be speed related accidents within the BAPD data base and on the project street, either at intersections or at mid-block locations.

Total Number of Reported Accidents Over a Period of 3 Consecutive Years	Points Assigned
3	1
4-6	2
7-9	3
10-12	4
13 or more	5

   b. **Speed Criteria** - The speed criteria considers the difference between the 85th percentile speed during the 12 hour period from 7:00 a.m. to 7:00 p.m. and regulatory speed limit (85th percentile speed is the speed at or below which 85 percent of the drivers are traveling).

Speed Difference Between 85th Percentile Speed and Regulatory Speed Limit (mph)	Points Assigned
5-7	4
8-10	6
greater than 10	8

Appendix 5 - Project Prioritization Criteria (Continued)

c. **Traffic Volume Criteria -** Traffic volumes (two-way) during the peak hour are considered.

Hourly Volume (veh/hour	Points Assigned
<50	0
50-225	1
226-300	2
301-375	3
376-450	4
greater than 450	5

d. **Type of Neighborhood Criteria:** Points will be assigned to the project if there are schools and/or special pedestrian generators (such as parks, elderly housing, community center, shopping areas).

(1) Schools within a 1/2 mile radius of the project street. 1 point

(2) Special pedestrian generators within a 1000 feet radius of the project street. 1 point

(3) Absence of sidewalks on the project street. 1 point

(4) Collector Street 1 point

Appendix 6 - Traffic Calming Project Report

1 Project Area _____(Street Name)

from _____ to _____

2. Critical Dates:
   a. Initial Contact:
   b. Traffic Count:
   c. Speed Survey:
   d. Signage and Painting:
   e. Zero Tolerance Enforcement:
   f. City Council Approval:
   g. Speed Survey:
   h. Chatter/Rumble Strips:
   i. Speed Survey:
   j. _____ Constructed:
   k: Speed Survey:
   l. _____ Constructed:
   m. Speed Survey:
   n. Project Closed:

3. Speed Survey Costs: (Additional Subparagraphs Added As Required)

   a. Date:
   b. Labor Costs:

Employee Number	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

Appendix 6 - Traffic Calming Project Report (Continued)

c. Equipment Costs:

Unit	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

d. Total Cost: $_____

4. Zero Tolerance Enforcement: (Additional Subparagraphs Added As Required)

a. Date:

b. Labor Costs:

Employee Number	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

c. Equipment Costs:

Unit	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

d. Total Cost: $_____

Appendix 6 - Traffic Calming Project Report (Continued)

5. Signage and Painting:
   a. Date:
   b. Labor Costs:

Employee Number	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

   c. Material Costs:

Description	**Unit Cost**	**Number of Units**	**Total Cost**
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total:	

   d. Equipment Costs:

Unit	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

   e. Total Cost: $_____

Appendix 6 - Traffic Calming Project Report (Continued)

6. Physical Barrier Construction:
   a. Date:
   b. Labor Costs:

Employee Number	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

   c. Material Costs:

Description	**Unit Cost**	**Number of Units**	**Total Cost**
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		Total:	

   d. Equipment Costs:

Unit	Hours	Total Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Total:	

   e. Total Cost: $_____

7. Total Project Cost **$**_____

Appendix 7 - Traffic Calming Measure Installation Criteria

1. Traffic Signs and Painting:
   a. General: Traffic Signs and painting are used to alert drivers to the need to slow down in a residential neighborhood. All signs and painting will be installed in accordance with the **Manual on Uniform Traffic Control Devices,** (MUTCD) (current edition). The traffic signs and painting normally used for traffic calming are listed below.

   b. Speed Limit Signs: Speed limit signs will normally be placed at points of entry into the subdivision. The sign will be in the block adjacent to the arterial street. When there is a separation between subdivisions a speed limit sign will be posted on the street connecting the subdivisions.

   c. School Zone, Crosswalk, Yield and Stop Signs will be placed where warranted as outlined in the **MUTCD.**

   d. Unwarranted Signs: Where signs that do not meet the requirements of the **MUTCD** have been installed, these signs will be removed as part of the traffic calming project.

   e. Painting: Painting will normally consist of crosswalks, message to drivers (ie Slow, 25 MPH, etc.), marking areas of no travel, and adding visibility to other traffic calming devices. Painting will be in accordance with the MUTCD.

2. Median or Pedestrian Refuge Islands:

   a. General: These types of traffic calming devices are used to narrow the roadway and slow vehicles. They also provide pedestrians a place to stop while crossing the street or a planter in the center of the street. City Council approval is required.

   b. Design Criteria: Due to the nature of this type of traffic calming measure, it will be specially designed for each location. The following minimum criteria will be followed:
      (1) Minimum Traffic Lane after construction: 11.0 feet
      (2) Location: Corners and mid-block only.
      (3) Curbing: A six (6) inch barrier curb will be used.
      (4) All pavement inside the curb to be removed and curb backfilled with topsoil.
      (5) A one (1) inch copper line to be installed to allow watering of landscape materials.

c. Signage and Painting: Signage indicating the road narrows will be placed before the traffic reaches the island.

3. Street Narrowing:

a. General: Street narrowing consists of extending the curb line into the street to narrow the travel way. This traffic calming device reduces speeds by displacing vehicles horizontally and narrowing the roadway. Street narrowing will be installed with barricades for 30 days prior to final construction to allow for citizens review. The completed project will reduce on street parking. City Council approval is required.

b. Design Criteria

(1) Minimum Roadway (one (1) lane) width: 11 feet
(2) Curb to be six (6) inch barrier type.
(3) Minimum taper to be 10 to 1.
(4) All pavement inside curb to be removed and curb backfilled with topsoil.
(5) A one (1) inch copper line to be installed to allow watering of landscape materials.

c. Location Considerations: Same as Speed Humps see paragraphs 7b(4) and 7b(5).

d. Signage and Painting

(1) A road narrows signs will be placed in advance of the road narrowing.
(2) "No Parking" signs will be placed on the taper and the narrowed portion of the road.
(3) The area down lane from the narrowed lane will have a painted taper back to full roadway width.

4. Traffic Circles:

a. General: Traffic circles will be used whenever a four way intersection is on the problem street. The traffic circle displaces traffic horizontally and therefore does less harm to vehicles. Traffic circles will be installed with barricades for 30 days prior to final construction to allow for citizen review. City Council approval is required.

b. Design Criteria

(1) Four way intersection with a minimum of one (1) 36 foot wide street.
(2) Intersection located near the center of the problem area.
(3) Minimum diameter (Back of curb to back of curb): 19 feet
(4) Curb to be six (6) inch barrier type.
(5) All pavement inside curb to be removed and curb backfilled with topsoil.
(6) A one (1) inch copper line to be installed to allow watering of landscape materials.

c. Painting and Signage: Standard signage for a traffic circle to be installed (four (4)- yield signs and four (4) - direction arrows,

5. Raised Crosswalks and Intersections:

These are very special case traffic calming devices and will be used primarily in new construction, in accordance with the design engineer's specifications. If used in an existing subdivision, the Engineering Department will design the device and the design will be reviewed with the Homeowners Association (if applicable) prior to installation. City Council approval is required.

6. Speed Humps

a. General: Speed humps are normally the last traffic calming measure to be installed. The speed hump will slow traffic to 20 to 25 MPH through vertical displacement of the vehicle. Since there is vertical displacement involved there is a certain amount of wear on vehicles. City Council approval is required

b. Design Criteria

(1) The flat-topped speed hump will be approximately 24 feet long consisting of a 12- foot long plateau with 6-foot long approaches on either side. This flat-topped speed hump will be 4 to 5 inches in height.

(2) On streets with barrier curbs, humps will extend fully across the road from curb joint to curb. A 12-inch minimum taper may be considered for drainage. For humps installed on non-curbed roadways special treatment such as delineator posts will be considered to prevent vehicle run-arounds.

Appendix 7 - Traffic Calming Measure Installation Criteria (Continued)

(3) Spacing and Location

(a) Speed humps will usually be placed between 200 feet to 600 feet apart. Other spacing may be used based upon engineering judgement. The following guidelines will be considered when determining speed hump spacing.

(b) On single short blocks (300 feet to 500 feet) a single hump will be positioned near mid-point.

(c) On single blocks of moderate length (500 feet to 1000 feet) a two hump configuration at the third points will be used.

(d) On very long blocks (1000 feet to 1600 feet) three or more humps may be necessary.

(e) On lengthy continuous street segments or for humps provided over a series of blocks, interior humps will be placed 400 feet to 600 feet apart.

(4) Location Considerations:

(a) A speed hump should not be located in front of a driveway or within an intersection. Speed humps should not be located within 250 feet of a traffic signal or within 50 feet of an intersection.

(b) Speed humps should not be located over, or contain, manholes, or be located adjacent to a fire hydrant.

(c) For humps located near drainage inlets the hump should be placed just downstream of the inlet. If this is not feasible, special treatment should be considered for drainage.

(d) If possible, humps should be located on property lines rather than directly in front of a residence.

(e) The advantage of existing or planned street lighting should be taken when determining hump locations.

(f) A speed hump should not be located in front of a property if the occupant objects to its placement or, in the case of multiple dwellings if majority of the households on the property object to its placement. Speed hump placement will ultimately be determined by Street Department personnel based upon consideration of residential requests, the street makeup and/or its characteristics.

c. Signage and Painting

(1) A warning sign will be installed on the approach to each speed hump.

(2) Six (6) inch wide crossing white lines will be painted over the surface of the hump.

Need 75% of street (24)

TRAFFIC CALMING PETITION

Location:	Aspen Creek PUD
Contact Person: Megan Shaw, PMI Green Country	
Address:	**Phone Number** Home: 918-940-8811 **Cell:**

We, the undersigned hereby petition for the installation of traffic calming devices up to and including speed humps on S. Oak Ave. between _____ and _____ according to policies and procedures established by the City of Broken Arrow.

NOTES:

1. If you sign this petition and later want to have your name removed consult the City's website for the removal procedure.
2. The street mentioned above all will be considered for traffic calming device installation only if the signatures below represent 75 percent or more of all households adjacent to the street. Only one signature from each household will be considered.

Address	Name (please print)	Signature	Whether Owner or renter	Can we place the hump in front of your residence?	Phone Number
432 S. Oak Ave	Casey Moyer	Casey Moyer	O	Y	918-606-6272
428 S. Oak Ave	Rebecca Beezley		R	Yes	9185041436
429 S Oak Ave	Rich Cox	Rich Cox	O	Yes	918-8[illegible]-8835
505 S oak Ave	Chris Kimball		O	NO	918-376-1371
521 S Oak Ave	Dallas Reed	Dallas Reed	O	no	580 212 0455
600 S Oak Ave	Sue Hammons	Sue Hammons	O	NO	918 636 4114
421 S Oak Ave	Stanley Thompson		R	Yes	918-[illegible]-4080

TRAFFIC CALMING PETITION

Address	Name (please print)	Signature	Whether Owner or renter	Can we place the hump in front of your residence?	Phone Number
417 SOAK Ave	D Barnett	D Barnett	owner	yes	918-3104233
420 S Oak Ave	Kristin King	K King	owner	yes	918-813-1105
424 S Oak ave	Michael Foster	[illegible]	owner	yes	(918) 734 8460
604 S Oak Ave	Millie Martin	M. Martin	Owner	yes	918 [illegible] 1398
433 S Oak Ave	Madison Beall	M. Beall	Owner	yes	(918) 271-8087
436 S. Oak Ave	Yvonne Miller	Yvonne Miller	Owner	Yes	918-549-1740
509 Southoak Ave	Machelle Laughlin	Machelle Laughlin	own	yes	918-851-8130
500 S oak ave	Tennille Beard	[illegible]	rent	yes	808-394-7991
425 S Oak ave	James Hawkins	[illegible]	Own	yes	918 521-7761
1501 W ELPASO.	Justin Hayes	[illegible]	own	Yes	918 · 344-0126
416 S. Oak Ave	Hayley Payne	[illegible]	own	Yes No	918 · 697. 1120
501 S. Oak Ave	Ashley Klinck	[illegible]	own	yes	(918) 706-8080

TRAFFIC CALMING PETITION

Address	Name (please print)	Signature	Whether Owner or renter	Can we place the hump in front of your residence?	Phone Number
437 S Oak Ave	Britney Lee	Britney Lee	Rent	yes	918-373-5801
601 S. oak ave	Dustin	[signature]	own	yes	918-576-1499
504 S. OAK AVE	Velma?	Velma Perez	own	yes	918-520-7042
508 S Oak Ave	Whitney Gerber	Whitney Gerber	Own	yes	918-841-1954
1500 W. El Paso St	Brian Sewell	[signature]	own	yes	940-782-9830
409 S. OAK AVE	Jim Reister	Jim Reister	Owner	Yes	479-313-9729

Aspen Creek Park
S Oak Ave
PROPOSED SPEED HUMP
E 15th St
W Fort Worth St
S Oak Ave
W Galveston St
W Houston St
W Houston St
Google Earth
N
500

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: S Oak Ave SB
Location: W El Paso and S Oak Ave

A study of vehicle traffic was conducted with the device having serial number 407089. The study was done in the SB lane at S Oak Ave SB in Broken Arrow, Ok in Tulsa county. The study began on 07/08/2026 at 01:00 PM and concluded on 07/09/2026 at 01:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 93 vehicles passed through the location with a peak volume of 8 on 07/09/2026 at [12:30 PM-12:45 PM] and a minimum volume of 0 on 07/08/2026 at [02:45 PM-03:00 PM]. The AADT count for this study was 93.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 22 MPH with 24.71% vehicles exceeding the posted speed of 25 MPH. 0.00% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 27.35 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
1	4	22	37	17	0	2	2	0	0	0	0	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 81 which represents 95 percent of the total classified vehicles. The number of Vans & Pickups in the study was 3 which represents 4 percent of the total classified vehicles. The number of Busses & Trucks in the study was 1 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 0 which represents 0 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
65	13	3	1	0	2	1	0							

CHART 2

HEADWAY

During the peak traffic period, on 07/09/2026 at [12:30 PM-12:45 PM] the average headway between vehicles was 100 seconds. During the slowest traffic period, on 07/08/2026 at [02:45 PM-03:00 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 86.00 and 144.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: 436 S Oak Ave
Location: 436 S Oak ave

A study of vehicle traffic was conducted with the device having serial number 407525. The study was done in the NB lane at 436 S Oak Ave in Broken Arrow, Ok in Tulsa county. The study began on 07/07/2026 at 10:00 AM and concluded on 07/08/2026 at 10:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 177 vehicles passed through the location with a peak volume of 10 on 07/07/2026 at [06:15 PM-06:30 PM] and a minimum volume of 0 on 07/07/2026 at [01:00 PM-01:15 PM]. The AADT count for this study was 177.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 20 - 25 MPH range or lower. The average speed for all classified vehicles was 24 MPH with 41.38% vehicles exceeding the posted speed of 25 MPH. 0.00% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 20MPH and the 85th percentile was 28.96 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
4	4	15	62	48	10	2	0	0	0	0	0	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 138 which represents 95 percent of the total classified vehicles. The number of Vans & Pickups in the study was 4 which represents 3 percent of the total classified vehicles. The number of Busses & Trucks in the study was 3 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 0 which represents 0 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
90	45	3	0	3	1	1	2							

CHART 2

HEADWAY

During the peak traffic period, on 07/07/2026 at [06:15 PM-06:30 PM] the average headway between vehicles was 81.818 seconds. During the slowest traffic period, on 07/07/2026 at [01:00 PM-01:15 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 86.00 and 145.00 degrees F.

City of Broken Arrow

Request for Action

File #: 26-1043, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Public hearing, consideration, discussion, and possible action regarding the rezoning application for Creek Line Village, BAZ-002826-2026 (Rezoning) 39.18 acres from A-1 (Agriculture) to RS-P (Residential Single-Family- Presentation) located approximately one-quarter mile north of the Creek Turnpike and just west of 23rd Street (County Line Road/193rd East Avenue)

Background:
BAZ-002826-2026 is a rezoning request proposing to change the zoning on this property from A-1 (Agriculture) to RS-P (Single-Family Residential- Preservation) for the purpose of a single-family residential subdivision.

The Comprehensive Plan map reflects approximately 2.07 of the 39.18 acres of the parcel designated for Level 6 (Regional Employment/Commercial) with the remaining 37.11 acres designated for Level 2 (Urban Residential). Under the Implementation Policies of the Comprehensive Plan, Policy 17 states, "A ten percent (10%) variance or adjustment in the gross area of specific LUIS level designations, however, shall be allowed to accommodate errors in surveying or computerization of the INCOG parcel base mapping upon which the Future Development Guide was created. In no case, however, shall this adjustment be allowed to increase or decrease the gross area of the LUIS designation by more than 10%. Adjustments of overall gross area by more than 10% shall only be made after receipt of an amendment to the Future Development Guide as outlined herein." Based on this provision, the 2.07 acres is under the 10% threshold (3.918 acres).

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following zoning designation, land use, and Comprehensive Plan future development guide levels:

Direction	Comprehensive Plan	Zoning	Land Use
North	Level 1	A-R-1	Single-Family
East	Level 1	A-R-1 & RS-1	Single-Family
South	Level 6	A-1 & PUD-286A	Vacant land & Fire Station 3
West	Level 2	A-1	Single-Family

This request was heard before Planning Commission at their regular meeting of June 11, 2026, where public concerns around 40-foot-wide versus 60-foot-wide lots, floodplain, and water being diverted from a pond on the east side of 23rd Street. The applicant stated that with the 40-foot-wide lots in RS-P zoning, 25 percent of the site is required to be open space, providing approximately 10 acres of open/greenspace and equating to 5.89 dwelling units per acre (DU/AC). The 60-foot-wide lots would be RS zoning; however, no open space is required with this zoning, resulting in 6.7 DU/AC. The RS zoning would have a higher density than the proposed RS-P. Staff confirmed there is no floodplain on the property, and that the applicant would be required to adhere to all the stormwater regulations

of the City of Broken Arrow.

A motion was made to recommend approval of the rezoning but failed due to lack of a second. A motion was made to recommend denial and passed with a 3-1 vote with some commissioners expressing concern about the smaller proposed lot sizes. The applicant provided a written request within the 15-day timeframe for this rezoning application to be heard by City Council.

Cost: $0

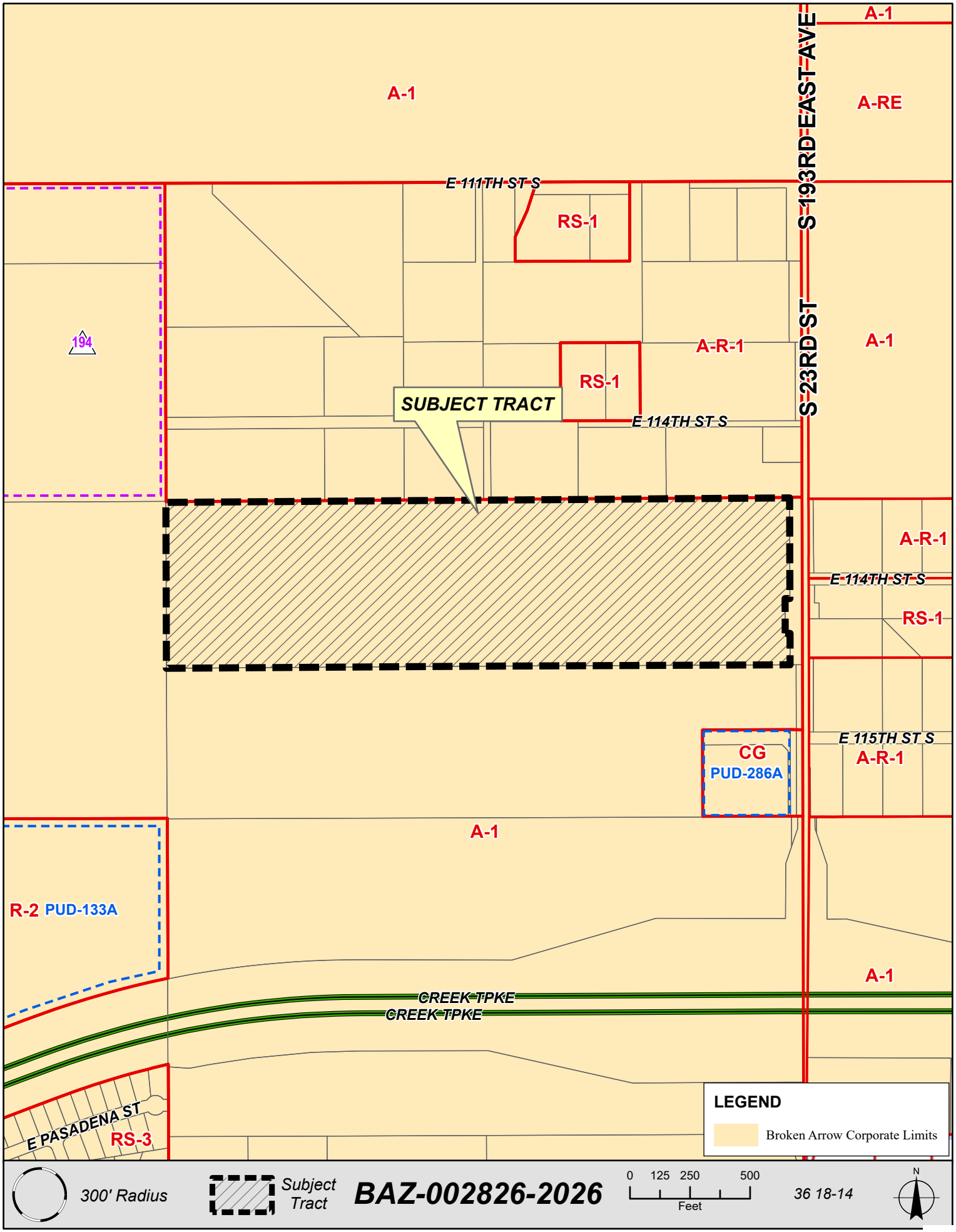
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Aerial Map
Legal Description
Comprehensive Plan Map
Planning Commission Staff Report
Conceptual Plan
Applicant's Request for City Council Hearing

Recommendation:
Based on the Comprehensive Plan and the location of the property, Staff recommends that BAZ-002826-2026 be approved.


A-1
A-RE
S 193RD EAST AVE
E 111TH ST S
RS-1
194
A-R-1
S 23RD ST
A-1
RS-1
SUBJECT TRACT
E 114TH ST S
A-R-1
E 114TH ST S
RS-1
E 115TH ST S
CG
PUD-286A
A-R-1
A-1
R-2 PUD-133A
A-1
CREEK TPKE
CREEK TPKE
E PASADENA ST
RS-3
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-002826-2026
0 125 250 500
Feet
36 18-14
N

Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

BAZ-002826-2026

0 125 250 500
Feet

36 18-14

N

Exhibit “A”

26060 Creek Line, Broken Arrow, OK

Zoning Property Description

THE FOLLOWING DESCRIPTION IS TAKEN FROM THE QUITCLAIM DEED, RECORDED SEPTEMBER 6, 2011 AS DOCUMENT # 2011077096 AT THE TULSA COUNTY CLERK'S OFFICE:

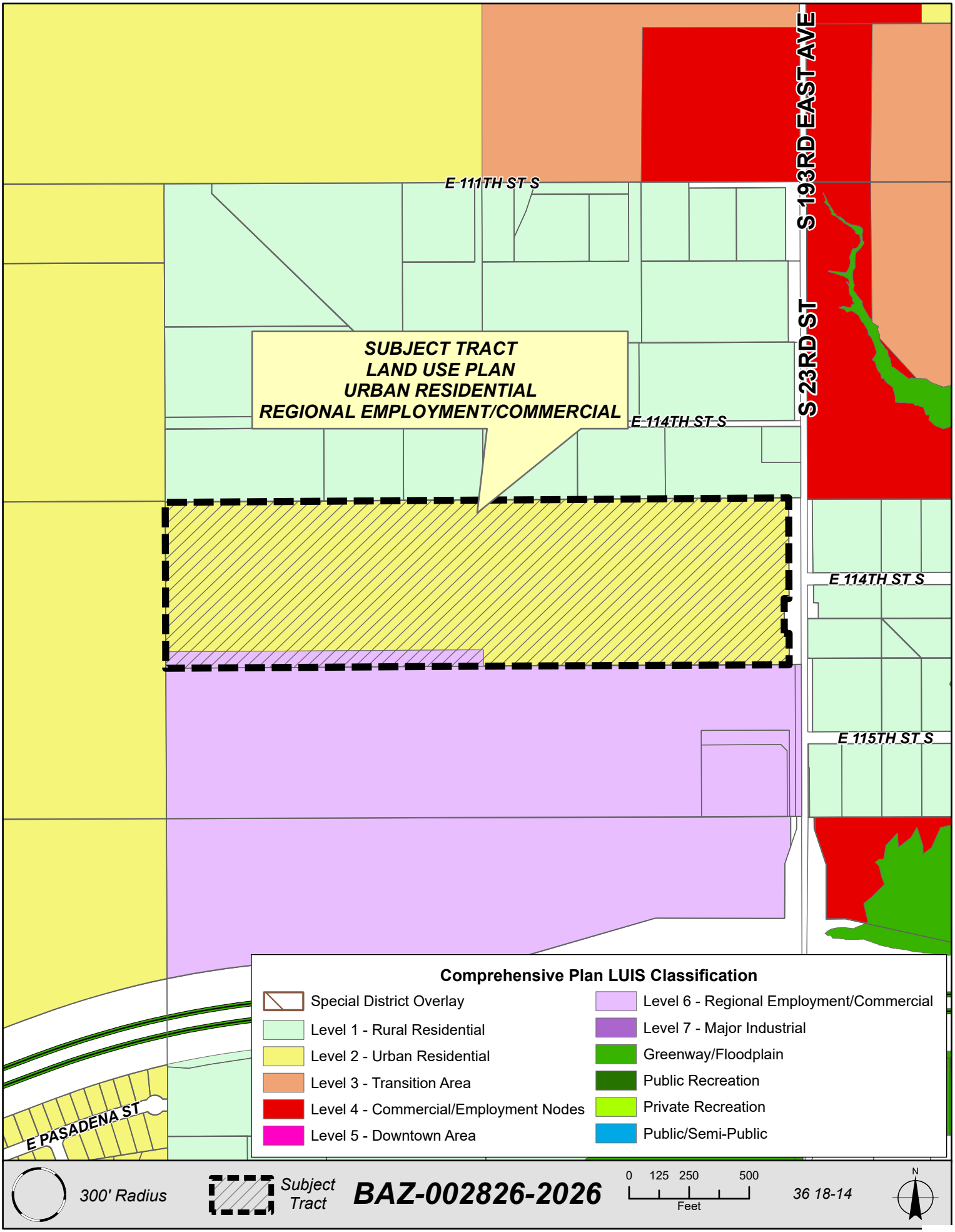
THE NORTH 19 ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA,

AND

THE NORTH 1 ACRE OF THE SOUTH 21 ACRES OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, (CONTAINING 40 ACRES MORE OR LESS)

BEING ONE AND THE SAME AS LEGALLY DESCRIBED AS:

THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER (N/2 S/2 NE/4) OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.


E 111TH ST S
S 193RD EAST AVE
S 23RD ST
SUBJECT TRACT
LAND USE PLAN
URBAN RESIDENTIAL
REGIONAL EMPLOYMENT/COMMERCIAL
E 114TH ST S
E 114TH ST S
E 115TH ST S
E PASADENA ST
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002826-2026
0 125 250 500
Feet
36 18-14
N

Broken Arrow Planning Commission
06-11-2026

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

Public hearing, consideration, and possible action regarding BAZ-002826-2026 (Rezoning), Tanner Consulting, approximately 39.18 acres, A-1 (Agriculture) to RS-P (Single-Family Residential - Preservation) located approximately one-quarter mile north of the Creek Turnpike and just west of 23rd Street (County Line Road/ 193rd East Avenue)

..End

Background:
Applicant: Megan Pasco, Tanner Consulting
Owner: Ray & Naomi Medlock
Developer: N/A
Location: Approximately one-quarter mile north of the Creek Turnpike and just west of 23rd Street (County Line Road/ 193rd East Avenue)
Size of Tract 39.18 acres
Number of Lots: 1 lot
Present Zoning: A-1 (Agriculture)
Comp Plan: Level 2 (Urban Residential)/Level 6 (Regional Employment/Commercial)

BAZ-002826-2026 is a rezoning request proposing to change the zoning on this property from A-1 (Agriculture) to RS-P (Single-Family Residential- Preservation) for the purpose of aa single-family residential subdivision.

The Comprehensive Plan map reflects approximately 2.07 of the 39.18 acres of the parcel designated for Level 6 (Regional Employment/Commercial) with the remaining 37.11 acres designated for Level 2 (Urban Residential). Under the Implementation Policies of the Comprehensive Plan, Policy 17 states, "A ten percent (10%) variance or adjustment in the gross area of specific LUIS level designations, however, shall be allowed to accommodate errors in surveying or computerization of the INCOG parcel base mapping upon which the Future Development Guide was created. In no case, however, shall this adjustment be allowed to increase or decrease the gross area of the LUIS designation by more than 10%. Adjustments of overall gross area by more than 10% shall only be made after receipt of an amendment to the Future Development Guide as outlined herein." Based on this provision, the 2.07 acres is under the 10% threshold (3.918 acres).

This application aligns with the Comprehensive Plan which is slated as Level 2 (Urban Residential). Additional right-of-way totaling 60' on 23rd Street (193rd East Avenue/County Line Road) should be dedicated to the City during the platting process.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following zoning designations, land uses, and Comprehensive Plan future development guide levels:

Direction	Comprehensive Plan	Zoning	Land Use
North	Level 1	A-R-1	Single-Family
East	Level 1	A-R-1 & RS-1	Single-Family
South	Level 6	A-1 & PUD 286A	Vacant land & Fire Station 3
West	Level 2	A-1	Single-Family

Attachments:
Case Map
Aerial Map
Legal Description
Comprehensive Plan Map

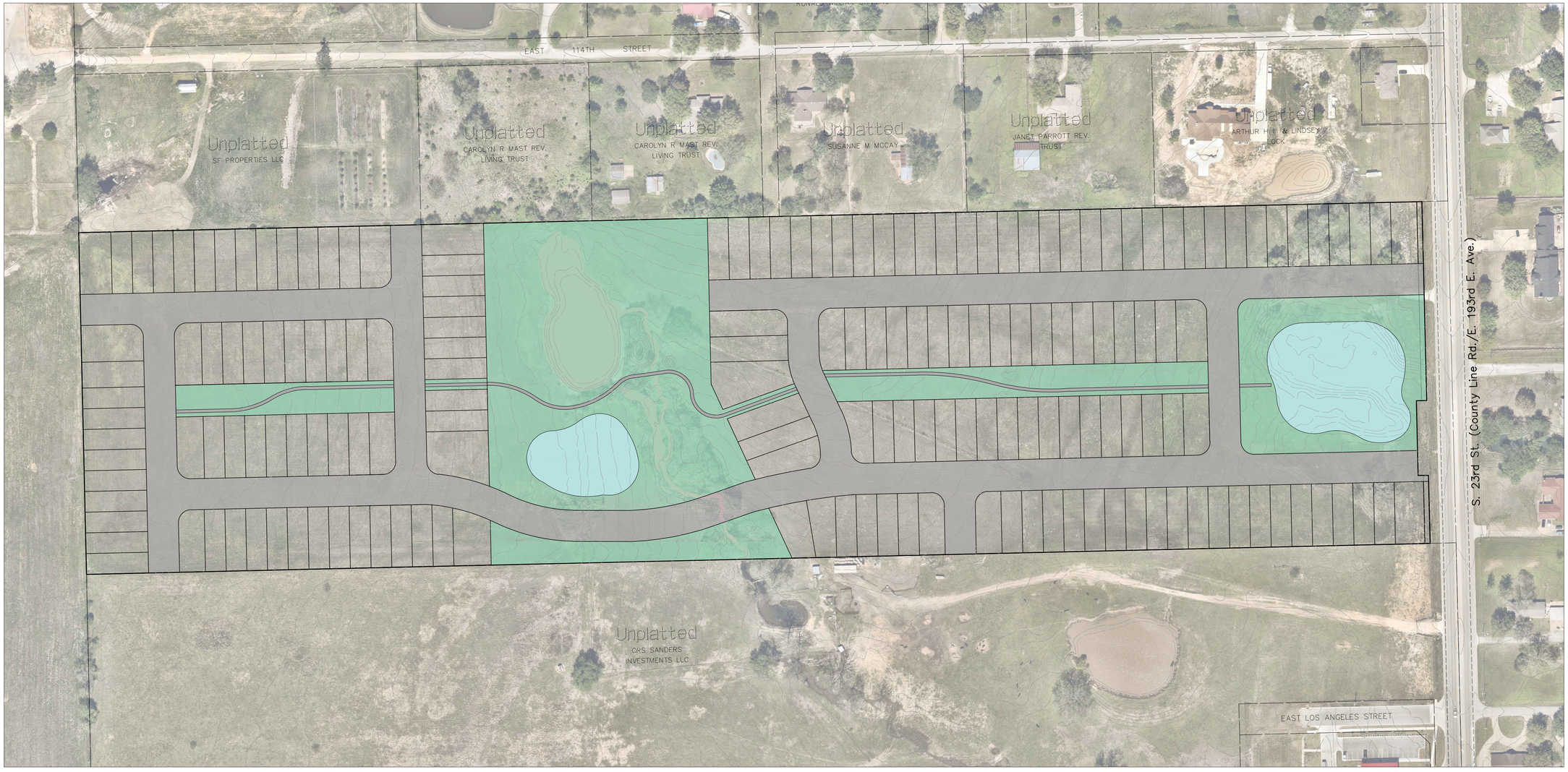
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002826-2026 be approved subject to the property being platted.

Reviewed By: **Jane Wyrick**

Approved By: **Rocky Henkel**

RLB



DEVELOPMENT SUMMARY

Lot Size: 40'x120' min.
Lot Count: 172
Preserved Open Space: 27%

114th & County Line - Creek Line Village- Concept 1

Project No. 26060
1 April 2026

NORTH

Scale: 1"=100'-0"
0 50' 100' 200'

Tanner Consulting LLC
LANDSCAPE ARCHITECTURE | LAND PLANNING
CIVIL ENGINEERING | LAND SURVEYING
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

P:\2026\26060\LANDSCAPE\CAD\26060SITEPLAN.DWG, LAYOUT1, 4/1/2026 10:01:37 AM, JMCCALL, 1:1, TANNER CONSULTING, LLC, OK CA 2661 Exp 6/30/2027

Eller & Detrich
A Professional Corporation

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Kevin H. Wylie
R. Louis Reynolds
Daniel C. Cupps
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Nathalie M. Cornett
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William C. Searcy
Natalie J. Marra
Bailey B. Betz
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(918) 747-2665

Email
NCornett@EllerDetrich.com

June 17, 2026

VIA E-MAIL
City of Broken Arrow
Community Development Department
Attn: Rebecca Blaine, Planning Section Manager
RBlaine@brokenarrowok.gov

Re: Request for Council Consideration: BAZ-002826-2026

Dear Ms. Blaine:

On June 11, 2026, at its regularly scheduled meeting, the Broken Arrow Planning Commission voted 3-1 to recommend denial of the above-referenced rezoning application.

In accordance with Section 6-3-4.2.C.1.c of the Broken Arrow Zoning Code, the Applicant requests that rezoning case BAZ-002826-2026 be set for hearing before the Broken Arrow City Council at the next available regularly scheduled meeting. The Applicant further requests that the Planning Commission transmit the application, its report and recommendations to the City Council. Please advise of the date this application will be heard by the City Council.

Respectfully submitted,

ELLER & DETRICH
A Professional Corporation
Nathalie Cornett
Nathalie M. Cornett

I:\25.0173\0002\Request for Council Consideration (20260617).docx

City of Broken Arrow

Request for Action

File #: 26-931, **Version:** 1

Broken Arrow City Council
Meeting of: July 14, 2026

Title:
Consideration, discussion, and possible approval of Resolution No. 1752 adopting updated City Council Rules of Procedure for Submission of Agenda Items

Background:
The City Council operates under the council-manager form of government and is authorized by Title 11 O.S. § 10-101 to adopt rules of procedure for the conduct of its meetings. The attached resolution updates and formalizes the City's internal procedures governing the submission, review, co-sponsorship, and placement of items on City Council meeting agendas.

These Rules are intended to:

1. Promote orderly, efficient, and transparent meetings;
2. Ensure full compliance with the Oklahoma Open Meeting Act;
3. Clarify who may submit agenda items and the co-sponsorship requirements for items submitted by individual Council members or the Mayor;
4. Establish clear deadlines, format requirements, and review processes; and
5. Maintain existing practices for proclamations/congratulations and public requests to appear before the Council.

The resolution codifies the procedures currently in use with minor updates for clarity and consistency. Adoption of the resolution requires no expenditure of City funds.

Cost: $0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Attorney

Attachments: Resolution Number 1752 Adopting City Council Rules of Procedure for Submission of Agenda Items

Recommendation:
Approve and authorize execution of Resolution Number 1752

RESOLUTION NO. 1752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ADOPTING CITY COUNCIL RULES OF PROCEDURE FOR SUBMISSION OF AGENDA ITEMS

WHEREAS, the City of Broken Arrow operates under the council-manager form of government pursuant to Title 11 of the Oklahoma Statutes; and

WHEREAS, Section 10-109 of Title 11 of the Oklahoma Statutes authorizes the City Council to adopt rules of procedure for the conduct of its meetings; and

WHEREAS, the Oklahoma Open Meeting Act (Title 25 O.S. § 301 et seq.) requires that all meetings of public bodies be conducted openly and with proper notice to the public; and

WHEREAS, it is in the best interest of the City of Broken Arrow to establish clear, consistent, and transparent procedures governing the submission, review, and placement of items on City Council meeting agendas; and

WHEREAS, the adoption of these Rules of Procedure will promote the orderly, efficient, and effective conduct of City Council meetings while ensuring full compliance with applicable state law and enhancing public participation and trust in local government; and

WHEREAS, the City Council desires to update and formalize its internal procedures relating to agenda preparation and item submission;

NOW, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. AUTHORITY AND PURPOSE

These Rules of Procedure are adopted pursuant to Title 11 O.S. § 10-109 and other applicable provisions of the Oklahoma Municipal Code. They govern the conduct of City Council meetings and establish procedures for submitting, reviewing, and placing items on meeting agendas. The purpose is to promote orderly, efficient, and transparent meetings while ensuring compliance with the Oklahoma Open Meeting Act.

The City Council operates under the council-manager form of government. The City Manager serves as the chief administrative officer and is responsible for day-to-day operations and staff support to the Council.

SECTION 2. REGULAR AND SPECIAL MEETINGS

1. Regular meetings of the City Council shall be held on the first and third Tuesday of each month at 6:30 p.m. in the City Council Chambers at City Hall (or as otherwise scheduled and noticed). In June, meetings shall typically be held on the first and third Monday.

2. Special meetings may be called by the Mayor, City Manager or by a majority of the Council members in accordance with the Open Meeting Act.
3. All meetings shall be conducted in compliance with the Open Meeting Act, including proper posting of notice and agenda.

SECTION 3. AGENDA PREPARATION AND POSTING

The City Clerk, under the direction of the City Manager, shall prepare the agenda for each meeting. The final agenda must be posted at least 24 hours prior to the start of a regular meeting (excluding Saturdays, Sundays, and Oklahoma state holidays) in prominent public view at City Hall and/or on the City's website, as required by law.

Proclamations and congratulations shall continue to be submitted directly to the Mayor for review and approval prior to placement on the agenda, consistent with the guidelines approved by the City Council in 2011. Upon approval by the Mayor, such items shall be placed on the agenda without requiring co-sponsorship under Section 4.

SECTION 4. SUBMISSION OF AGENDA ITEMS – WHO MAY SUBMIT

Agenda items for regular City Council meetings may be submitted by the following:

1. Any member of the City Council.
2. The Mayor.
3. The City Manager (or designee).
4. Department heads, through the City Manager.
5. The City Attorney, for legal or procedural matters.

No item proposed by a single Council member or the Mayor shall be placed on the agenda for regular Council meetings unless it is co-sponsored by at least two additional Council members, for a minimum total of three (3) Council members supporting placement on the agenda as outlined in Section 4A Co-Sponsorship Process.

Members of the public may not submit agenda items directly. Public requests must be submitted through the formal process in Section 5.C using the "Request to Appear Before the Broken Arrow City Council" form. Such requests will be reviewed by the City Manager or designee who shall make a recommendation to the Mayor and Council. The final decision to place a public-requested item on the agenda rests with the Council.

SECTION 4A. CO-SPONSORSHIP PROCESS

A Council member or the Mayor seeking to place an item on the regular agenda shall submit the item in writing to the City Clerk or City Manager in the format required by Section 5. The City Clerk/City Manager shall then circulate the request to other Council members for co-sponsorship. Council members may indicate co-sponsorship by replying in writing (email is acceptable) to the City Clerk/City Manager without discussing the substance or merits of the item. Co-sponsorship shall be limited to a statement such as: "I co-sponsor placement of this item on the agenda." No

discussion of the policy, details, pros/cons, or potential action on the item shall occur among Council members outside of a properly noticed meeting. The City Manager or the City Clerk shall compile the required three (3) co-sponsors and advise the Mayor for final agenda compilation.

SECTION 5. PROCEDURE AND DEADLINES FOR SUBMITTING AGENDA ITEMS

A. Deadline for Submission. All proposed agenda items must be submitted in writing to the City Clerk (or through the City Manager's office) no later than 72 business hours prior to the meeting (or the next business day if that deadline falls on a non-business day or holiday). This provides sufficient time for staff review, preparation of backup materials, legal review, and timely posting of the agenda. The City Clerk's Office will prepare the appropriate form to be completed in submitting agenda items.

B. Required Format Submissions must include:

1. A clear, concise title for the agenda item.
2. A brief description of the item and the action requested (e.g., "Discussion and possible action to approve…").
3. Supporting documentation, reports, or resolutions/ordinances in draft form, if applicable.
4. The name, title, and contact information of the submitter.
5. For public submissions: Use the "Request to Appear Before the Broken Arrow City Council" form available at City Hall or online.

C. Review and Approval Process

1. The City Manager (or designee) shall review all proposed items for completeness, relevance, and legal sufficiency.
2. Items requiring significant staff work or legal review may be deferred to a subsequent meeting with notice to the submitter.
3. The Mayor, in consultation with the City Manager, shall have final administrative authority over the compilation and order of the agenda, subject to the right of any Council member to add an item by majority vote at a prior meeting or as "New Business."

E. Late Submissions Items submitted after the deadline may be considered only if:

1. They qualify as "New Business" under the Open Meeting Act, and
2. A majority of the Council agrees to add them (via motion during the meeting).

SECTION 6. CONSENT AGENDA

Non-controversial items (e.g., routine approvals, minutes, payments) may be placed on a Consent Agenda. Any Council member may request removal of an item from the Consent Agenda for individual discussion prior to voting.

SECTION 7. ORDER OF BUSINESS

The standard order of business for regular meetings shall generally follow The Standard Code of Parliamentary Procedure (Sturgis, 4th Ed.), unless otherwise modified by these rules or by majority vote of the Council. A typical order includes:

1. Call to Order
2. Invocation
3. Roll Call
4. Pledge of Allegiance to the Flag
5. Consideration of Consent Agenda
6. Consideration of Items Removed from Consent Agenda
7. Public Hearings, Appeals, Presentations, Recognitions, Awards
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
10. Preview Ordinances
11. Ordinances
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
15. Adjournment

SECTION 8. PUBLIC COMMENT

Public comment on posted agenda items is permitted in accordance with current city practice, adopted policies and the Open Meeting Act. Speakers must sign up using the official form and are generally limited to three (3) minutes per speaker unless the presiding officer grants additional time. The Council may limit the total public comment period as needed for efficiency.

SECTION 9. SUSPENSION OR AMENDMENT OF RULES

These Rules may be suspended for a specific meeting by a two-thirds (2/3) vote of the Council members present. Amendments to these Rules require a majority vote of the entire Council at a regular meeting and must be noticed on the agenda.

SECTION 10. PARLIAMENTARY AUTHORITY

Except as otherwise provided herein, the City Council shall follow The Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition.

SECTION 11. EFFECTIVE DATE

These Rules shall take effect immediately upon adoption.

ADOPTED by the Council: _____, 2026

ATTEST: Mayor

(SEAL) City Clerk

APPROVED AS TO FORM:

City Attorney

City of Broken Arrow

Request for Action

File #: 26-1031, **Version:** 1

Broken Arrow City Council
Meeting of: 7-14-2026

Title:

Consideration, discussion, and possible approval of previously tabled item "Consideration, discussion and possible approval of a Noise Ordinance waiver for Broken Arrow Lacrosse Club to host a 24-hour tournament on August 8, 2026, at Nienhuis Park"

Background:

The City of Broken Arrow has entered into a Use Agreement with the Broken Arrow Youth Football Association, Inc. (BAYFA), in conjunction with the Broken Arrow Lacrosse Club, (BALC), which grants a non-exclusive license for the use of the Nienhuis Football Complex, located at 3201 North 9th Street in Broken Arrow.

The Broken Arrow Lacrosse Club has been approached by a national veterans' lacrosse organization, Shootout for Soldiers, interested in hosting a 24-hour continuous lacrosse tournament at the Nienhuis Football Complex on August 8-9, 2026 that benefits American veterans. The event centers around supporting those who serve our country.

To accommodate this event, BALC respectfully requests a waiver from Section 16-12(a)(5) of the Broken Arrow Code of Ordinances, which restricts public gatherings in City parks to the hours between 7:00 a.m. and 11:00 p.m. The requested waiver would allow tournament activities to continue uninterrupted between 11:00 p.m. on August 8, 2026, and 7:00 a.m. on August 9, 2026.

At the direction of the City Council, a public meeting was held on July 1, 2026, at 6:30 p.m. at the Nienhuis Park Community Center to provide detailed information about the proposed 24-hour tournament and to address any questions or comments from the public.

A total of 1,046 notification letters were mailed to surrounding residents. Two residents attended the public meeting and expressed their support for the tournament. In addition, one email was received from a resident in support of the event.

City staff have reviewed the request and recommend approval of the waiver to support the 24-hour veterans lacrosse tournament. Staff recommend that the waiver be granted for the period extending from 11:00 p.m. on August 8, 2026, until 7:00 a.m. on August 9, 2026.

Cost: $0

Funding Source: N/A

Requested By: Matt Hendren, Director, Parks and Recreation

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approval of an authorization to execute a Noise Ordinance waiver for Broken Arrow Lacrosse Club to host a third-party, 24-hour lacrosse tournament on August 8, 2026.

City of Broken Arrow

Request for Action

File #: 26-1040, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible approval of and authorization to execute Amendment 1 to the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340)

Background:
In April the governing body approved a design agreement to evaluate conceptual design alternatives for intersection improvements at the 20th and Hillside intersection. The conceptual design alternatives have been submitted and reviewed by staff and they are as follows:

1) Signalization without geometric improvements
2) Signalization with geometric improvements
3) Single lane roundabout

To move forward with final design plans, a design amendment is required. Staff negotiated said amendment based upon design alternative 2 (signalization with geometric improvements) with the design consultant and recommends approval.

Cost: $130,700.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: 20260706-20th-and-Hillside-Amend1-ST25340.pdf

Recommendation:
Approve and authorize execution of Amendment 1 to the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340).

AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340

THIS **AMENDMENT NO. 1**, 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 "OWNER", and Kimley Horn and Associates, Inc., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated APRIL 8, 2026 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to perform a traffic study and conceptual design improvements to the N. 20th Street and E. Hillside Drive intersection corridor, Broken Arrow, OK.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include design work to prepare construction documents for bidding purposes to widen and signalize the intersection of N. 20th Street & Hillside Drive.

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

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

WHEREAS, CONSULTANT 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 CONSULTANT to perform design work for the preparation of construction documents for bidding purposes for widening and signalizing the intersection of N. 20th Street and E. Hillside Drive as described in Attachment A (scope), Attachment B (Organization of Submittal Documents),

Attachment C (Compensation and Additional Services), and Attachment D (Project Schedule).

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount;

Original Contract Amount executed April 8, 2026	$	88,000
Amendment No. 1, lump sum	$	114,000
Amendment No. 1, not to exceed	$	16,700
Revised Total Contract Amount	$	218,700

3. AMENDED PROJECT SCHEDULE

See Addendum D for the schedule for Amendment No. 1.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

Attest:

_____
City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker
_____
Assistant City Attorney

CONSULTANT:

Kimley Horn and Associates, Inc.

By: Bradley J. Hill

Bradley J. Hill,
Contract Specialist

Date: July 6, 2026

(CORPORATE SEAL, IF APPLICABLE)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

Attest:

CODY BREWER, P.E.
VICE PRESIDENT

Date: 7/6/26

VERIFICATION

State of TEXAS)
) §
County of TARRANT)

Before me, a Notary Public, on this 6 day of July, 2026, personally appeared Bradley Hill, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist) of Kimley Horn and Associates, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

02-03-2030

_____
Notary Public

EVELYN ROMERO NOTARY PUBLIC STATE OF TEXAS ID 133569529 EXP. 02-03-2030

ATTACHMENT A
FOR AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340

SCOPE OF SERVICES

1.0 PROJECT UNDERSTANDING

CONSULTANT shall advance work from the conceptual intersection layout provided to, and chosen by the OWNER, to prepare construction documents for bidding purposes to widen and signalize the intersection of N. 20th Street and E. Hillside Drive. CONSULTANT understands that a minimum of one lane of traffic must be maintained at all times in each direction on each leg of the intersection at all times and will ensure that construction sequencing will facilitate this requirement. Any changes or revisions to the conceptual intersection layout previously provided to the City will require additional services. These documents shall include the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; right-of-way documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

Furthermore, CONSULTANT understands: The design consists of reconstructing and widening the northbound (with an additional lane on the east side of N. 20th Street), westbound (with an additional lane on the north side of E. Hillside Drive) and southbound (with an additional lane on the west side of N. 20th Street) legs of the intersection to accommodate the desired lane assignments. One (1) existing median on the southeast corner of the intersection will be reconstructed as part of the design. The pavement will be restriped up to approximately 300’ past the intersection returns in each direction. Four (4) new signal poles and foundations will be installed in addition to pedestrian crosswalks, pedestrian markings and signal heads will be installed. Drainage improvements will consist of extending existing storm sewer laterals (matching pipe sizes) and maintaining existing drainage patterns by replacing existing inlets with similarly sized inlets at offset locations in the widened pavement. An analysis of the existing storm sewer system will not be performed as part of the design. It is anticipated that the existing 10” and 24” water lines will have adequate cover underneath the proposed widening and will not need to be relocated. Separate plan sets shall be provided for intermediate traffic signal improvements and for roadway widening improvements with permanent traffic signals.

2.0 PROJECT SCOPE

CONSULTANT shall perform civil design and grading; and design traffic signal and pedestrian improvements. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.

CONSULTANT shall provide consulting services as follows:

Geometric, Site Grading, Drainage, Paving, and
Miscellaneous Design
Private Utility Relocation Services and Coordination
Right-of-Way Documents Preparation & Staking

3.0 SCOPE OF SERVICES

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

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates. All designs shall meet current OWNER codes, regulations, and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, OWNER Ordinances and Comprehensive Plan.
3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:

3.2.1 Prepare and submit right-of-way documents for said project as defined in Section 3.3.10 (**assumed 4 parcels are required**).

3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:

3.3.1 Perform limited hydrology calculations to extend the existing storm sewer laterals (matching pipe sizes) and inlets (matching similar size). Hydrology/hydraulics data will not be provided in any tables or plan/profile sheets. Proposed storm sewer and inlets will be designed in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
3.3.2 Perform preliminary roadway geometric layout and design.
3.3.3 Perform preliminary intersection and signal design.
3.3.4 Prepare preliminary construction plans and details,
3.3.5 Conduct pre-final coordination with private and public utility companies.
3.3.5.1 Meet with utility companies and OWNER to conduct coordination

for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.

3.3.5.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to OWNER approval and execution of the relocation plans. Obtain releases for non-relocated facilities.

3.3.5.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf and CADD files as required).

3.3.6 Prepare preliminary special provisions, if needed.

3.3.7 Prepare preliminary quantity estimate.

3.3.8 Prepare preliminary Engineer's Estimate using 15% contingency.

3.3.9 Submit all necessary design variances to the OWNER prior to the design submittal.

3.3.10 Prepare and submit all necessary Right-of-Way and Easements.

3.3.11 Submit a half-size (11" x 17") PDF file of the Preliminary plans.

3.3.12 The Preliminary Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Right-of-Way Map/Survey Data Sheet with proposed right-of-way
- Paving Plan(s)
- Storm Profiles
- Signing & Striping Plans
- Traffic Signal Layout Sheet (includes separate plan set for intermediate traffic signal improvements)
- Construction Sequencing Plan (a minimum of one lane traffic in each direction on each leg shall be maintained at all times)
- Miscellaneous Details, as necessary
- Cross Section Sheets (every 50' and as necessary)

3.3.13 Preliminary Design Review.

3.3.14 Attend a meeting with the OWNER to review the Preliminary Design Phase submittal and provide meeting minutes.

3.4 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Conduct all necessary design functions required to complete the final design phase of the project.

3.4.2 Finalize utility relocation coordination as necessary.

3.4.3 Prepare and complete final design.

3.4.4 Prepare detailed construction plans in conformance with appropriate drafting standards.

3.4.5 Coordinate with OWNER'S utility coordinator and provide final design plans (i.e. pdf and CADD files as required).

3.4.6 Submit all necessary design variances to the OWNER prior to the design submittal.

3.4.7 Prepare necessary permit documentation and assist with acquiring approval as necessary (City, State, DEQ, FEMA, USACE, etc.)

3.4.8 Prepare final quantity estimate.

3.4.9 Prepare and submit a PDF of the final engineer's construction cost estimate with a 10% contingency.

3.4.10 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.

3.4.11 Prepare Contract proposals in units compatible with OWNER'S specifications.

3.4.12 Submit half-size (11"x17") PDF of the Final plans and PDF of the final contract bid documents for review by the Owner.

3.4.13 The Final Design Phase submittal shall include:

- Title Sheet
- Pay Quantities and Pay Item/General Notes
- Typical Sections
- Right-of-Way Map/Survey Data Sheet with proposed right-of-way
- Paving Plan(s)
- Storm Water Management Plan (SWP3)
- Storm Profiles
- Signing & Striping Plans
- Traffic Signal Plans (includes separate plan set for intermediate traffic signal improvements)
- Erosion Control Plans
- Construction Sequencing Plan (a minimum of one lane traffic in each direction on each leg shall be maintained at all times)
- Miscellaneous Details, as necessary
- Cross Section Sheets (every 50' and as necessary)
- Standard Construction Drawings

3.4.14 Final Design Review.

3.4.15 Attend a meeting with the OWNER to review the Final Design Phase submittal and provide meeting minutes.

3.4.16 Prepare and submit a PDF of the final engineer's construction cost estimate with no contingency.

3.4.17 Incorporate final review comments and furnish a PDF of the complete set of full-size drawings and contract documents, one (1) set of final drawings in electronic media (AutoCAD 2022 version or newer preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and PDF formats.

3.5 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment D:

3.5.1 Provide the OWNER services during advertisement of the Project for bid (i.e. providing plans in pdf format along with specifications, written project description and electronic bid proposal).

3.5.2 Attend and conduct a pre-bid conference as required by OWNER.

3.5.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.

3.5.4 Assist in preparing addenda and addenda plan sheets as required.

3.6 CONSTRUCTION ASSISTANCE PHASE: Upon receiving the written Notice to

Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.7.1 Assist the Owner in answering RFI's

3.7.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.7.3 Assist the OWNER with review and approval of submittals.

3.7 PROJECT CLOSE-OUT PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.8.1 Incorporate changes into the drawings and produce Record Drawings in PDF format.

3.8.2 Submit record drawings on electronic media (AutoCAD 2022 version or newer preferred or earlier version).

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ATTACHMENT B
FOR AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 CONSTRUCTION PLANS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

1.1 Title Sheet;
1.2 Pay Quantities and Pay Item/General Notes;
1.3 Typical Sections;
1.4 Right-of-Way Map/Survey Data Sheet with proposed right-of-way
1.5 Paving Plan(s)
1.6 Storm Water Management Plan (SWP3)
1.7 Storm Profiles
1.8 Signing & Striping Plans
1.9 Traffic Signal Plans
1.10 Erosion Control Plans
1.11 Construction Sequencing Plan
1.12 Miscellaneous Details, as necessary
1.13 Cross Section Sheets (every 50' and as necessary)
1.14 Standard Construction Drawings

2.0 RIGHT-OF-WAY DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

2.1 Right-of-Way Map with proposed right-of-way/easements;
2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements (**assumed 4 parcels**, at agreed upon unit price per parcel);
2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
2.4 Closure Report;
2.5 Surveyor's Certification Document; and
2.6 Provide right-of-way, permanent easement and temporary construction easement staking as required for acquisition purposes (**assumed 4 parcels required**, at agreed upon unit price per parcel).

3.0 DESIGN CALCULATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

3.1 Other Engineer Design Calculations (As Needed)

4.0 CONTRACT DOCUMENTS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

4.1 Bid Documents:

4.1.1 Electronic bid proposal in format provided.
4.1.2 Written description of construction project.
4.1.3 Construction duration in calendar days.

4.2 Project Conditions:

4.2.1 Special Conditions.

4.3 Construction Specifications

4.4 All Required Governmental Permits

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

5.1 Drawings:

5.1.1 CAD files (AutoCAD 2022 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the OWNER'S Contract Administrator.
5.1.2 Record Drawings in PDF format.

5.2 Design Manual:
5.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
5.2.2 Adobe Acrobat (pdf) file of Design Manual.

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ATTACHMENT C
FOR AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

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

1.1 Preliminary Design Phase Payment:
- 1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$65,500** for the completion of the Preliminary Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1.2 The OWNER shall pay the CONSULTANT a $700 per Right-of-Way/Easement Parcel Preparation (**based upon assumed four parcels required**) not-to-exceed **$2,800**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.1.3 The OWNER shall pay the CONSULTANT a $550 per Right-of-Way/Easement Parcel Staking (**based upon assumed four parcels required with a minimum of $1,100 staking per occurrence**) not to exceed **$2,200**. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$44,500** for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$5,100** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Construction Assistance Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$6,600** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$4,000** for the completion of the Project Close-Out Phase. This amount includes all labor, material, overhead and profit associated with the

Scope of Services.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2027.

Analyst	$155 - $245
Professional	$245 - $275
Senior Professional I	$285 - $365
Senior Professional II	$380 - $450
Senior Technical Support	$140 - $325
Support Staff	$100 - $170
Technical Support	$115 - $270

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
FOR AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
20TH STREET – HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY
PROJECT ST25340

PROJECT SCHEDULE

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

1.0 PRELIMINARY DESIGN PHASE:
- 1.1 Notice to Proceed:
- 1.2 Right-of-Way Design:
- 1.3 Preparation of Preliminary Plans: 70 calendar days
- 1.4 Owner Review of Preliminary Plans: 14 calendar days

2.0 FINAL DESIGN PHASE:
- 2.1 Notice to Proceed:
- 2.2 Preparation of Final Plans: 40 calendar days
- 2.3 Owner Review of Final Plans: 14 calendar days
- 2.4 Preparation of Sealed Plans: 14 calendar days

3.0 ASSISTANCE DURING BIDDING PHASE:
- 3.1 Answer technical questions and prepare addenda: To be determined

4.0 CONSTRUCTION ASSISTANCE PHASE:
- 4.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

5.0 PROJECT CLOSE-OUT PHASE:
- 5.1 Record Drawings: 30 days after receipt of contractor's red-lines

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City of Broken Arrow

Request for Action

File #: 26-1078, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible approval of and authorization to execute a construction variance for Project SAM

Background:
The contractor request a variance of Section 16-12(a)(6) of the Broken Arrow Code of Ordinances to permit temporary construction activity noise outside of the hours of 7 a.m. and 10 p.m.

The subject property is part of Project SAM on the south side of E College St between N 15th St and S 193rd E Ave. The property owner has received the necessary permits the commence construction on the Property. The requested waiver is for purpose of pouring the concrete slabs, which is highly dependent on weather and heat conditions. Additionally, significant weather delays have already occurred due to the particularly rainy summer. In order to ensure the project remains on schedule and the concrete can set properly, concrete will need to be poured in the early morning hours.

The contractor respectfully requests the Council grant the variance to waive the noise ordinance to permit concrete pouring to begin at 0100, Monday - Saturday for four consecutive weeks to be coordinated with the Engineering and Construction staff. If the necessary construction work is not completed within such time frame, one (1) day extensions may be administratively approved by the Director of Engineering & Construction for good cause shown, with a maximum of ten (10) such extensions permitted. Any additional extensions will require Council approval

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: N/A

Recommendation:

Approval of and authorization to execute a construction variance for Project SAM

City of Broken Arrow

Request for Action

File #: 26-1034, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion and possible approval of PUD-002825-2026 (Planned Unit Development) and BAZ-002901-2026 (Rezoning), BA Townhomes at Bricktown, 2.53 acres, RS (Single Family Residential) to RMF (Residential Multi-Family), located one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue)

Background:

Planned Unit Development (PUD)-002825-2026 and BAZ-002901-2026 involve a 2.53-acre parcel located one -quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue). The applicant is requesting the underlying zoning be changed from RS (Single Family Residential) to RMF (Residential Multi-Family).

This request is proposing to change the zoning on this property from RS (Single Family Residential) to RMF (Residential Multifamily) with PUD-002825-2026. The applicant is proposing a one-lot, one-block multifamily development comprised of 3-bedroom townhomes with attached garages, and a maximum of 29 units is proposed. RMF zoning is allowed in Comprehensive Plan Level 3. The proposed development will meet the requirements of RMF zoning except where modified by the PUD. Access to the proposed development will be provided along West Oakland Place and North Elder Place.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

Item	RMF	PUD-002825-2026
Permitted Uses	Dwelling - Duplex, multifamily, single-family attached or detached; boarding, dormitory, & rooming house; group home; convalescent home, nursing home, or assisted living facility; municipal or community recreation center; public safety facility; community playfields and parks; utility facility, minor; golf course or driving range, unlighted; short term rental, type 1 or 2	Residential multifamily dwellings, specifically townhome or rowhouse style dwellings
Minimum Land Area per Dwelling Unit	2,300 square feet	2,200 square feet

Maximum Number of Dwelling Units	50	29
Minimum Lot Frontage	30'/dwelling unit x 29 units = 870'	100' (approx. 650' provided)
Minimum Lot Size	2,300 sq ft per dwelling unit	None
Minimum Livable Open Space per Lot	1,200 sq ft	1,200 sq ft
Minimum Front Yard	35'	20'
Minimum Side Yard	50'	25'
Parking	1.5 spaces per 2+ bed unit	68 spaces - 29 garage spaces, 29 driveway spaces in front of the garages, 10 off-street parking spaces
Landscaping	35' landscape edge, 5' screened landscape buffer	10' landscape edge, 10' screened landscape buffer
Screening	N/A	Existing 8' privacy fence to remain at east and south boundaries, replaced if damaged; no fence proposed along ROW
Façade Materials	Front and side elevations:100% brick and/or natural stone; Rear elevations: 50% brick and/or natural stone	50% overall average siding to be masonry, concrete/cementitious siding, EIFS, or stucco; Brick or stone requirements between 10% and 25% based on façade direction (see exhibit)
Maximum Building Coverage	60%	No maximum if parking, stormwater, and open space requirements are met
Maximum Building Height	35'	2 stories or 35', max 20' at the eaves
Signage	2 subdivision entry signs at primary entrance, 1 sign per all other entries	1 sign per street frontage

SURROUNDING COMPREHENSIVE PLAN/ZONING/LAND USES

Location	Comprehensive Plan	Zoning	Use Category
North	Level 3	RMF/PUD-116	Senior Living Facility
East	Level 3	RS-P/PUD-318	Single-Family Residential
South	Level 3	RS-P/PUD-318	Single-Family Residential
West	Level 2 & 6	RS-C, CH/PUD-116	Single-Family Residential, Mini-storage

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

The PUD was initially brought before Planning Commission on May 28, 2026, where the item was tabled to allow for the applicant to submit the rezoning request and a new notice to be sent out. In their meeting of June 25, 2026, the Planning Commission recommended approval (4-1 vote) of PUD-002825-2026 and BAZ-002901-2026 per Staff recommendation, which included the following conditions:

1. Specific amenities and features being listed in the PUD to justify qualifying the detention pond as active open space.
2. Correcting "landscape buffer" to "landscape edge" as marked on pages 4 and 6.
3. Development Area A Standards language swapped for "Lot Area" and "PUD Minimum Frontage Along North Elder Place and West Oakland Place" on page 5.

At this meeting, three citizens spoke during the Public Hearing session, and staff read two additional public comments that had been sent by email. Residents' concerns included increased traffic and physical wear on Elder Place, on-street parking, debris and runoff from the property during construction, and increased density of the site compared to the single-family residential developments on three sides of the property.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case map
Aerial map
PUD Design Statement with staff comments
Open Space Exhibit

Recommendation:
Approve PUD-002825-2026 and BAZ-002901-2026, subject to the property being platted and the above listed conditions being met.

City of Broken Arrow

Request for Action

File #: 26-987, **Version:** 1

Broken Arrow Planning Commission
06-25-2026

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

Public hearing, consideration, and possible action regarding PUD-002825-2026 (Planned Unit Development) and BAZ-002901-2026 (Rezoning), BA Townhomes at Bricktown, 2.53 acres, RS (Single Family Residential) to RMF (Residential Multi Family) with a PUD, located one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue)

Background:

Applicant: Mike Thedford, Wallace Design Collective
Owner: Steve Simms, A&S Investment Holdings, LLC
Developer: N/A
Engineer: Nicole Watts, Wallace Design Collective
Location: one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue)
Size of Tract 2.53 acres
Present Zoning: RS (Single Family Residential)
Proposed Zoning: RMF (Residential Multi Family)/PUD-002825-2026
Comp Plan: Level 3 (Transition Area)

Planned Unit Development PUD-002825-2026 and rezoning BAZ-002901-2026 involve 2.53 acres, which is currently unplatted. The property is located one-quarter mile north of Kenosha Street (71st Street), one-third mile west of Aspen Avenue (145th E. Avenue).

This request is proposing to change the zoning on this property from RS to RMF with PUD-002825-2026. The PUD was initially brought before Planning Commission on May 28, 2026, where the item was tabled to allow for the applicant to submit the rezoning request and a new notice to be sent out.

The applicant is proposing a one-lot, one-block multifamily development comprised of 3-bedroom townhomes with attached garages, and a maximum of 29 units is proposed. RMF zoning is allowed in Comprehensive Plan Level 3. The proposed development will meet the requirements of RMF zoning except where modified by the PUD. Access to the proposed development will be provided along West Oakland Place and North Elder Place.

SUMMARY OF DEVIATION FROM THE BROKEN ARROW ZONING ORDINANCE

PUD-002825-2026 is proposed to be developed in accordance with the RMF zoning district, except as specified below.

	RMF	PUD-002825-2026
Permitted Uses	Dwelling-duplex, multifamily, single-family attached, single-family detached; boarding, dormitory, & rooming house; group home; convalescent home, nursing home, or assisted living facility; municipal or community recreation center; public safety facility; community playfields and parks; utility facility, minor; golf course or driving range, unlighted; short term rental, type 1 or 2	Residential multifamily dwellings, specifically townhome or rowhouse style dwellings
Minimum Land Area per Dwelling Unit	2,300 sq ft	2,200 sq ft (per PUD requirements in Table 2-6-2-2)
Maximum number of dwelling units	50	29
Minimum Lot Frontage	30'/dwelling unit	100 feet
Minimum lot size	2,300 sq ft per dwelling unit	none
Minimum livable open space per lot	1,200 sq ft	1,200 sq ft
Minimum front yard	35 feet	20 feet
Minimum side yard	50 feet	25 feet
Parking	1.5 spaces per 2+ bed unit	68 spaces - 29 garage spaces, 29 driveway spaces in front of the garages, 10 off-street parking spaces
Landscaping	35' landscape edge, 5' screened landscape buffer	10' landscape edge, 10' screened landscape buffer
Screening	N/A	Existing 8' privacy fence to remain at east and south boundaries, replaced if damaged; no fence proposed along ROW

Façade Materials	Front and side elevations: 100% brick and/or natural stone; rear elevations 50% brick and/or natural stone	50% overall average siding to be masonry, concrete or cementitious siding, EIFS, or stucco; brick or stone requirement for each side based on direction/location (see exhibit)
Maximum Building Coverage	60%	No maximum if parking, stormwater, and open space requirements are met
Maximum Building Height	35 feet	2 stories or 35 feet, max 30 feet at eaves
Signage	2 subdivision entry signs at primary entrance, 1 sign per all other entries	1 sign per street frontage

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

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

Location	Comprehensive Plan	Zoning	Use Category
North	Level 3	RMF/PUD-116	Senior Living Facility
East	Level 3	RS-P/PUD-318	Single-Family Residential
South	Level 3	RS-P/PUD-318	Single-Family Residential
West	Level 2 & 6	RS-C, CH/PUD-116	Single-Family Residential, Mini-storage

According to the FEMA Maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer service are available from the City of Broken Arrow.

Attachments: Case map
Aerial map
PUD Design Statement with staff comments
Open space exhibit

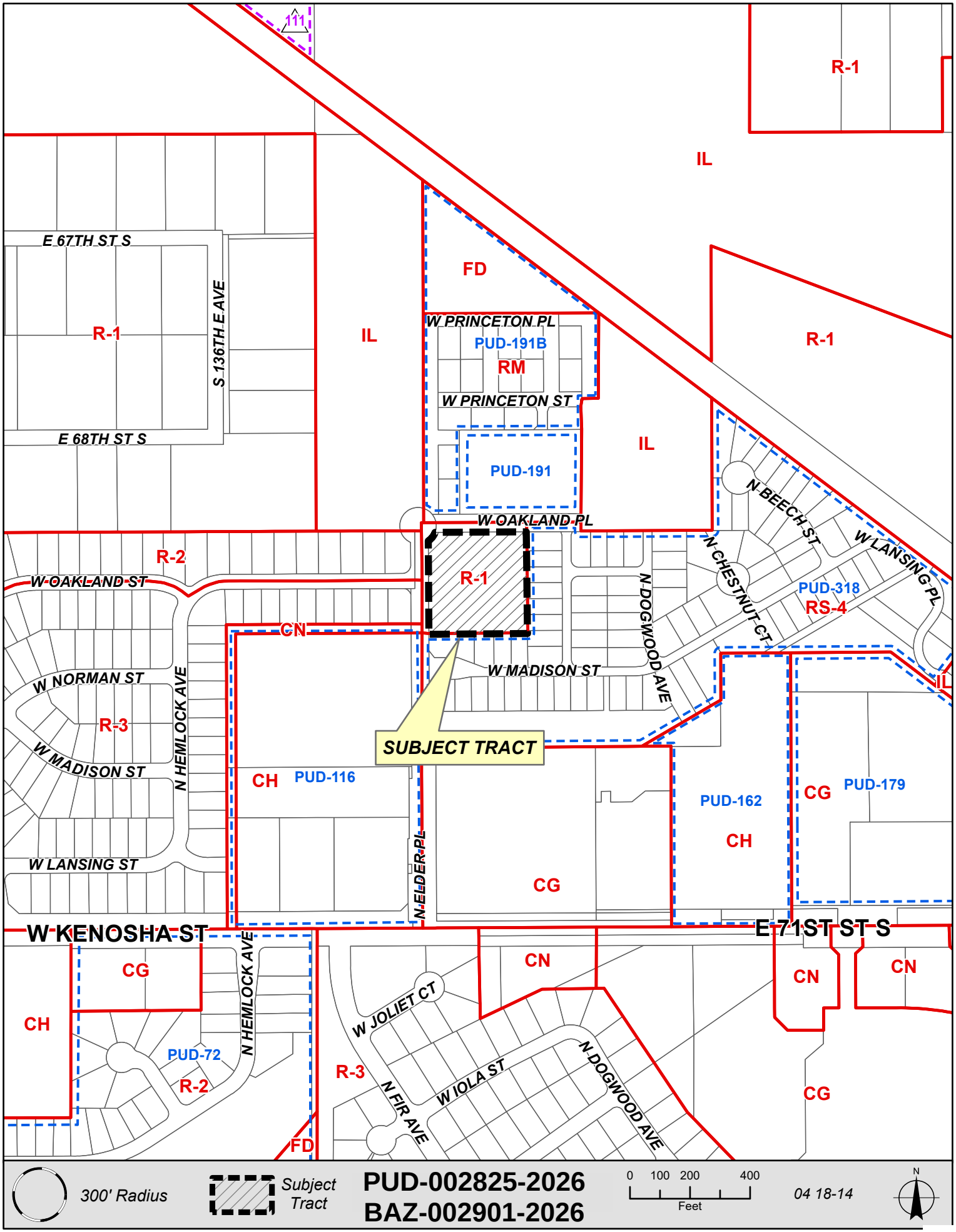
Recommendation:
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that PUD-002825-2026 and BAZ-002901-2026 be approved, subject to the property being platted and the following conditions being met:

1. Specific amenities and features being listed to justify the detention pond as active open space.
2. Correcting “landscape buffer” to “landscape edge” as marked on pages 4 and 6.
3. Development Area A Standards language swapped for Lot Area and PUD Minimum Frontage along North Elder Place and West Oakland Place on page 5.

Reviewed By: **Jane Wyrick**

Approved By: **Rocky Henkel**

MEH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R-1
N CHESTNUT CT
PUD-318
RS-4
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N DOGWOOD AVE
W MADISON ST
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W NORMAN ST
R-3
W MADISON ST
N HEMLOCK AVE
SUBJECT TRACT
CH
PUD-116
PUD-162
CG
PUD-179
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W LANSING ST
N ELDER PL
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CN
W JOLIET CT
N HEMLOCK AVE
PUD-72
R-2
R-3
N FIR AVE
W IOLA ST
N DOGWOOD AVE
CG
FD
300' Radius
Subject Tract
PUD-002825-2026
BAZ-002901-2026
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Feet
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Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

PUD-002825-2026
BAZ-002901-2026

0 100 200 400
Feet

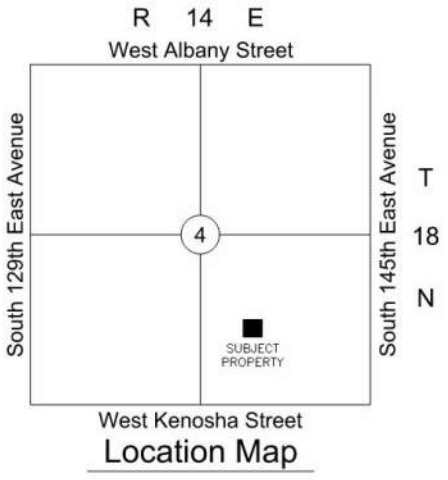
04 18-14

N

BA PUD-002825-2026

BA Townhomes at Bricktown
Planned Unit Development

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHWEST OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (E/2 W/2 SW/4 SE/4) OF SAID SECTION 4, THENCE SOUTH 89°58'30" EAST ALONG THE NORTH LINE THEREOF FOR THREE HUNDRED SEVENTY-THREE (373) FEET, THENCE SOUTH 0°6'22" WEST FOR THREE HUNDRED THIRTY-EIGHT (338) FEET, THENCE NORTH 89°58'30" WEST FOR THREE HUNDRED SEVENTY-THREE (373) FEET, THENCE NORTH 0°6'22" EAST ALONG THE WEST LINE OF SAID E/2 W/2 SW/4 SE/4 THREE HUNDRED THIRTY-EIGHT (338) FEET TO THE POINT OF BEGINNING, LESS THE WEST THIRTY (30) FEET THEREOF FOR ROADWAY PURPOSES.



Location Map

OWNER

A & S INVESTMENT HOLDINGS LLC
1111 N ELDER PL W
BROKEN ARROW, OKLAHOMA

APPLICANT

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

NORTH

JUNE 25, 2026

wallace design collective

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I. LEGAL DESCRIPTION:

A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHWEST OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (E/2 W/2 SW/4 SE/4) OF SAID SECTION 4, THENCE SOUTH 89°58'30" EAST ALONG THE NORTH LINE THEREOF FOR THREE HUNDRED SEVENTY-THREE (373) FEET, THENCE SOUTH 0°6'22" WEST FOR THREE HUNDRED THIRTY-EIGHT (338) FEET, THENCE NORTH 89°58'30" WEST FOR THREE HUNDRED SEVENTY-THREE (373) FEET, THENCE NORTH 0°6'22" EAST ALONG THE WEST LINE OF SAID E/2 W/2 SW/4 SE/4 THREE HUNDRED THIRTY-EIGHT (338) FEET TO THE POINT OF BEGINNING, LESS THE WEST THIRTY (30) FEET THEREOF FOR ROADWAY PURPOSES.

II. DEVELOPMENT CONCEPT:

BA Townhomes at Bricktown is a proposed residential development submitted as a Planned Unit Development (PUD) pursuant to the provisions of the City of Broken Arrow Zoning Code. The site consists of 2.53 acres, located approximately one half mile west of the intersection of Aspen Street (S 145th East Avenue) and one quarter mile north of West Kenosha Street. The site is bounded on the south and east by Bricktown East, PUD-318 and is zoned RS-4 (Single-family Residential); to the west is the Bricktown and Bricktown II residential development, zoned R-2 and R-3 (Single Family Residential); to the north Kenosha Landing, PUD-191 and is zoned RMF (Residential Multifamily); across North Elder Place to the northwest is a 10 acre vacant parcel zoned IL (Industrial); to the southwest is Bricktown Commercial Center, PUD-116 and is zoned CN and CH (Commercial Neighborhood and Commercial Heavy).

The Comprehensive Plan designates the subject site Level 3 (Transition Area). The PUD site currently has an underlying zoning of R-1 (Residential); submitted concurrently with this PUD application is a rezoning request from R-1 (Residential) to RMF (Residential Multi-Family) to allow for the development of row houses/townhomes.

The site will be developed as one Development Area. The Development Area is to be row houses/townhomes with a maximum of 29 row homes/townhomes proposed. A stormwater detention facility is proposed on the site. The PUD will also include a buffer along the eastern and southern boundary adjacent to the residential uses. The buffers and stormwater detention facilities will all be placed in easements. The total easement areas provided exceeds 10 percent of the entire site. The intent of this development is to have open site lines, pedestrian friendly connections and a softer transition to the street frontage along the north and west sides. There will be no visual obstructions between the landscape ~~buffer~~ edge and the street rights-of-way. (example: Centennial Crossing Townhomes)

The PUD site is flat and has a gradual change to the southeastern area of the site, which is where a stormwater detention pond will be located. The existing drainage patterns will be maintained with the proposed development. The soil types for the project are typical for the area and should create no unusual development challenges.

The PUD site will be platted as one lot, one block with dedicated detention, access and utility easements. The PUD will be served by private drives, with one access point from North Elder Place and one access point from West Oakland Place. There will be private access to all areas of the PUD site.

III. DEVELOPMENT AREA "A" STANDARDS:

Net Land Area:	2.53 acres
Underlying Zoning:	Unless otherwise expressly stated, the RMF District standards and regulations shall apply.
Permitted Uses:	Dwelling, multi-family – this use will be restricted to row houses/townhomes.
Lot Area:	None; no maximum if parking, stormwater and open space requirements are met.
Minimum Land Area Per Dwelling Unit:	2,200 sf
Minimum Livable Open Space per Dwelling Unit:	1,200 sf
PUD Minimum Frontage along North Elder Place and West Oakland Place:	100 feet Note: To be platted as One Lot, One Block.
Maximum Building Coverage:	None
Maximum Number of Units:	Dwelling, duplex and/or multi-family: maximum of 29 units.
Maximum Building Height:	2 stories or 35 feet, eaves no more than 30 feet, roof pitch no less than 35 percent.
Minimum Yard Setbacks: Other than the setback listed below, there shall be no internal setbacks within the development, other than those required to meet building and fire code. Mechanical equipment and screening shall be permitted within the setbacks listed below.	
From North Elder Place:	25 feet
From West Oakland Place:	25 feet
Southern Boundary of the PUD:	20 feet
Eastern Boundary of the PUD:	20 feet
Off-street Parking:	As required for the applicable use type as set forth within the City of Broken Arrow Code for dwelling uses.
Bicycle Parking:	As required for the applicable use type as set forth within the City of Broken Arrow Code for dwelling uses.
Other Bulk and Area Requirements:	Unless otherwise expressly stated, as required within the RMF District
Exterior Materials:	At least fifty percent (50%), average of all sides combined, of the exterior of the building, excluding doors and windows, shall be constructed of but not limited to masonry, concrete or cementitious siding and/or panels, Exterior Insulated Finished Systems, and/or stucco. In addition, façade construction shall consist of the following:

	Elevation A - Facing N. Elder Place and W Oakland Place, minimum 25 percent of the facade shall be constructed of natural brick or masonry rock. Elevation B – Facing W Oakland Place, interior roads and adjacent properties, minimum 20 percent of the façade shall be constructed of natural brick or masonry rock. Elevation C – Facing interior roads, minimum 10 percent of the façade shall be constructed of natural brick or masonry rock. Elevation D – Facing interior roads and adjacent properties, minimum 20 percent of the façade shall be constructed of natural brick or masonry rock.
Screening:	Existing 8 foot fence on southern and eastern boundary of the PUD shall be used to meet opaque screening requirement. If replacement becomes necessary, the fence will be replaced with the same. At the time of development, no fencing will be placed along on the north and west sides of the development.
Signage:	All signage shall meet the requirements of the City of Broken Arrow Code. A maximum of 1 sign shall be permitted along the North Elder Place frontage and 1 sign shall be permitted along West Oakland Place frontage of the PUD. The signs shall not exceed 32 square feet each, measurements consisting of individual letters, words or symbols attached to surface.
Landscape Buffer:	A 10-foot landscape buffer shall be provided along all boundaries of the PUD. All other landscaping requirements per the zoning ordinance. Landscape ~~buffers~~ edges shall immediately abut the right of way lines along the north and west sides of the development. At no point will a fence obstruct the view of a landscape ~~buffer~~ edge.
Landscaping:	Unless otherwise expressly stated, all landscaping shall meet the current City of Broken Arrow Zoning Code.

ACCESS AND CIRCULATION:

The subject property has frontage along North Elder Place and West Oakland Place, and two curb cuts are proposed along the +/-600 foot frontage. Both curb cuts will serve the entire PUD area. Cross-access from the proposed curb cuts will be provided within PUD; emergency access will be provided on all drives throughout the PUD area. Limits of No Access (LNA) will be provided along North Elder Place and West Oakland Place outside of the proposed entrances to the development.

Access to the proposed detention area for future maintenance will be dedicated at the time of platting.

All Development Areas will be served by private drives that will meet fire access requirements.

IV. SIDEWALKS:

A sidewalk will be constructed along North Elder Place and West Oakland Place frontage of this PUD and shall be provided in accordance with the City of Broken Arrow Subdivision Regulations.

V. PRIVATE AMENITIES:

Clarify what features and amenities will be provided in the detention pond reserve to qualify as active open space

Not less than 20% of the net land area shall be preserved as common open space for the enjoyment of the residents of this PUD. These areas may include, but are not limited to, the onsite stormwater detention pond reserve areas and landscape buffer areas. All City of Broken Arrow engineering standards shall be met for the detention pond reserve areas.

VI. TOPOGRAPHY, UTILITIES, AND DRAINAGE:

The property is generally flat with a gradual slope from northwest to southeast. The elevation drop is approximately one foot across the site. The same drainage patterns will be maintained with the proposed development. An internal storm water collection system will be constructed and piped to the proposed detention area at the southeast corner of the site in accordance with the City of Broken Arrow design standards. A detailed hydraulic analysis report will be submitted to the City of Broken Arrow for approval during the engineering process.

VII. SCHEDULE OF DEVELOPMENT AND PHASING:

Initial site development is anticipated to commence in 2026, market conditions permitting.

VIII. PLATTING:

No building permit shall be issued until the PUD project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council, and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

IX. EXHIBITS:

The following exhibit are hereby attached and incorporated into this PUD. These exhibits are:

- Exhibit A: Concept images for “BA Townhomes at Bricktown”
- Exhibit B: Aerial Photography and Boundary Depiction
- Exhibit C: Existing Zoning Map
- Exhibit D: Conceptual Site Plan
- Exhibit E: Development Areas Plan

Exhibit A – "BA Townhomes at Bricktown" Concept Images

LEGEND

- SOLID SOD BERMUDAGRASS LAWN
- SHRUB / FLOWER / GROUNDCOVER PLANTING BED
- SHADE TREES
- ORNAMENTAL TREES
- EVERGREEN TREES
- PROPERTY LINE

EXHIBIT 'A-1'
SITE PLAN CONCEPT
TOWNHOMES AT BRICKTOWN
PUD - 002825-2026
Date: June 25, 2026

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oklahoma ca1460
exp: 6-30-27

BA TOWNHOMES AT BRICKTOWN
ADDRESS HERE

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ISSUE DATE:
TBD
ISSUE:
DESIGN DEVELOPMENT

OTHER ISSUE DATES:

NO.	DESCRIPTION	DATE

SHEET NAME:
CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER:
L100

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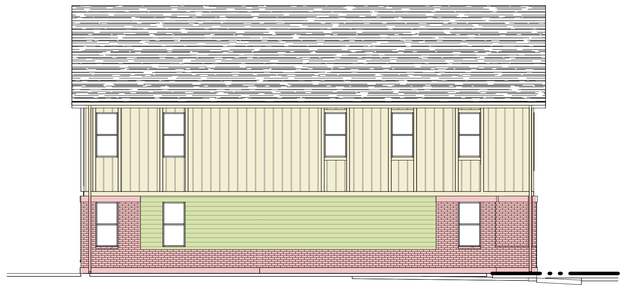
ELEVATION	FACE ORIENTATION	TOTAL SF	BRICK	CEMENTITIOUS BOARD & BATTEN	CEMENTITIOUS LAP SIDING	OPENINGS
A	FACES N ELDER PLACE AND W OAKLAND PLACE	2,844 SF	774 SF / 27%	1580 SF / 56%	N/A	490 SF / 17%
B	FACES W OAKLAND PLACE AND FACES INTERIOR ROADS AND ADJACENT PROPERTIES	956 SF	215 SF / 23%	450 SF / 47%	186 SF / 20%	95 SF / 10%
C	FACES INTERIOR ROADS	2,844 SF	354 SF / 12%	1580 SF / 56%	N/A	910 SF / 32%
D	FACES INTERIOR ROADS AND ADJACENT PROPERTIES	956 SF	220 SF / 23%	450 SF / 47%	186 SF / 20%	100 SF / 10%



FACES INTERIOR ROADS AND ADJACENT PROPERTIES

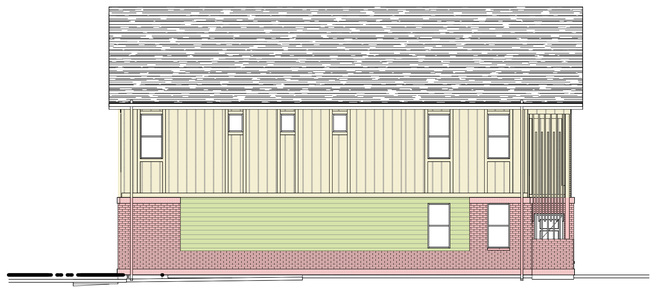
D ELEVATION

1/8" = 1'-0"

FACES INTERIOR ROADS

C ELEVATION

1/8" = 1'-0"



FACES W OAKLAND PLACE AND FACES INTERIOR ROADS AND ADJACENT PROPERTIES

B ELEVATION

1/8" = 1'-0"

FACES N ELDER PLACE AND W OAKLAND PLACE

A ELEVATION

1/8" = 1'-0"

GH2 ARCHITECTS

1111 NORTH ELDER PLACE

EXTERIOR ELEVATIONS

SCALE: As indicated

EXHIBIT 'A-2'
BUILDING ELEVATION CONCEPT

TOWNHOMES AT BRICKTOWN

PUD - 002825-2026
Date: June 25, 2026

PROJECT #: 20260024
ISSUE DATE: 04/15/26
SHEET NUMBER: **002**

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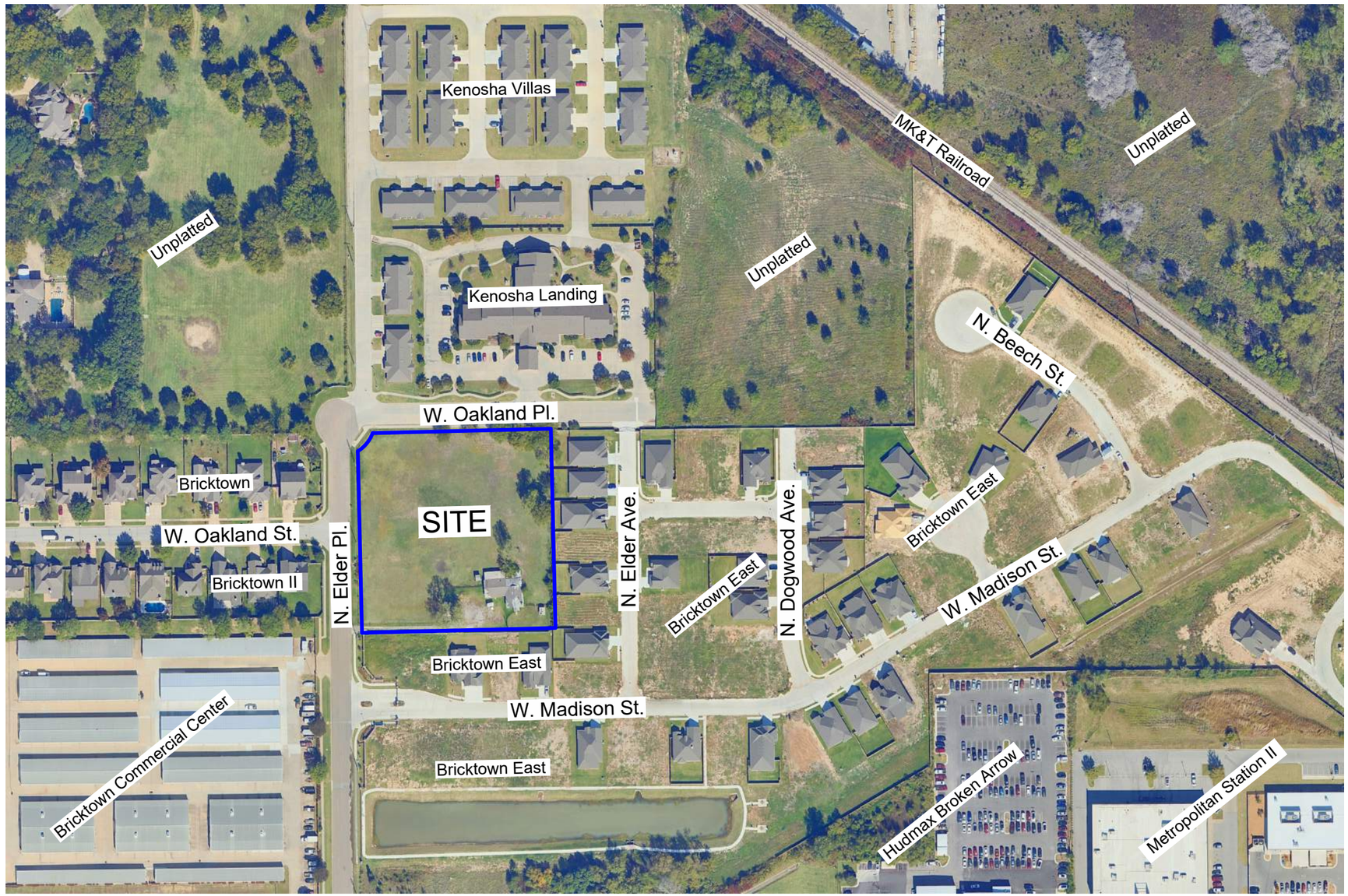

EXHIBIT 'B'

AERIAL PHOTOGRAPHY AND BOUNDARY DEPICTION

BA TOWNHOMES AT BRICKTOWN

PUD - 002825-2026

Date: June 25, 2026

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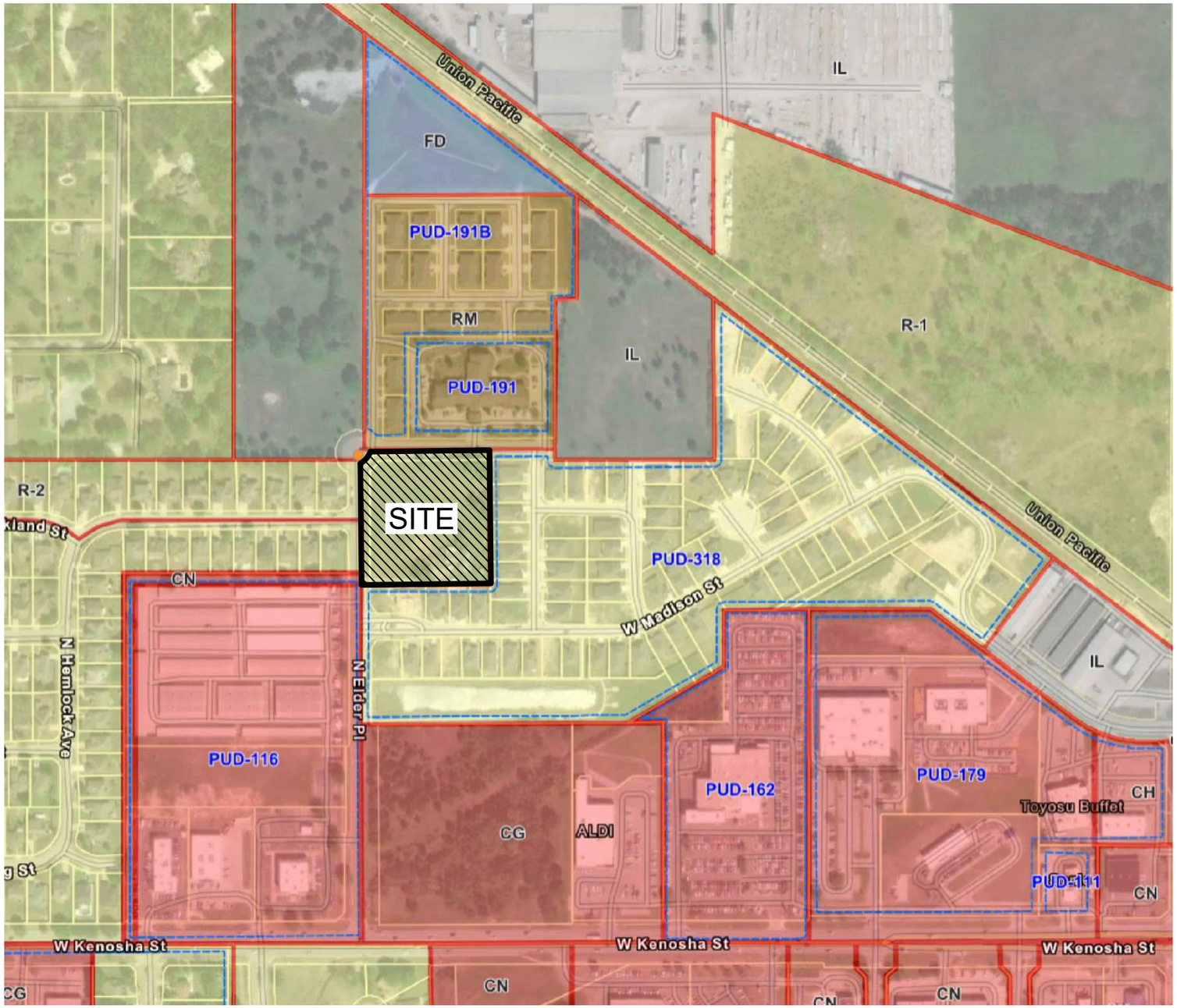

EXHIBIT 'C'

EXISTING ZONING MAP

BA TOWNHOMES AT BRICKTOWN

PUD - 002825-2026

Date: June 25, 2026

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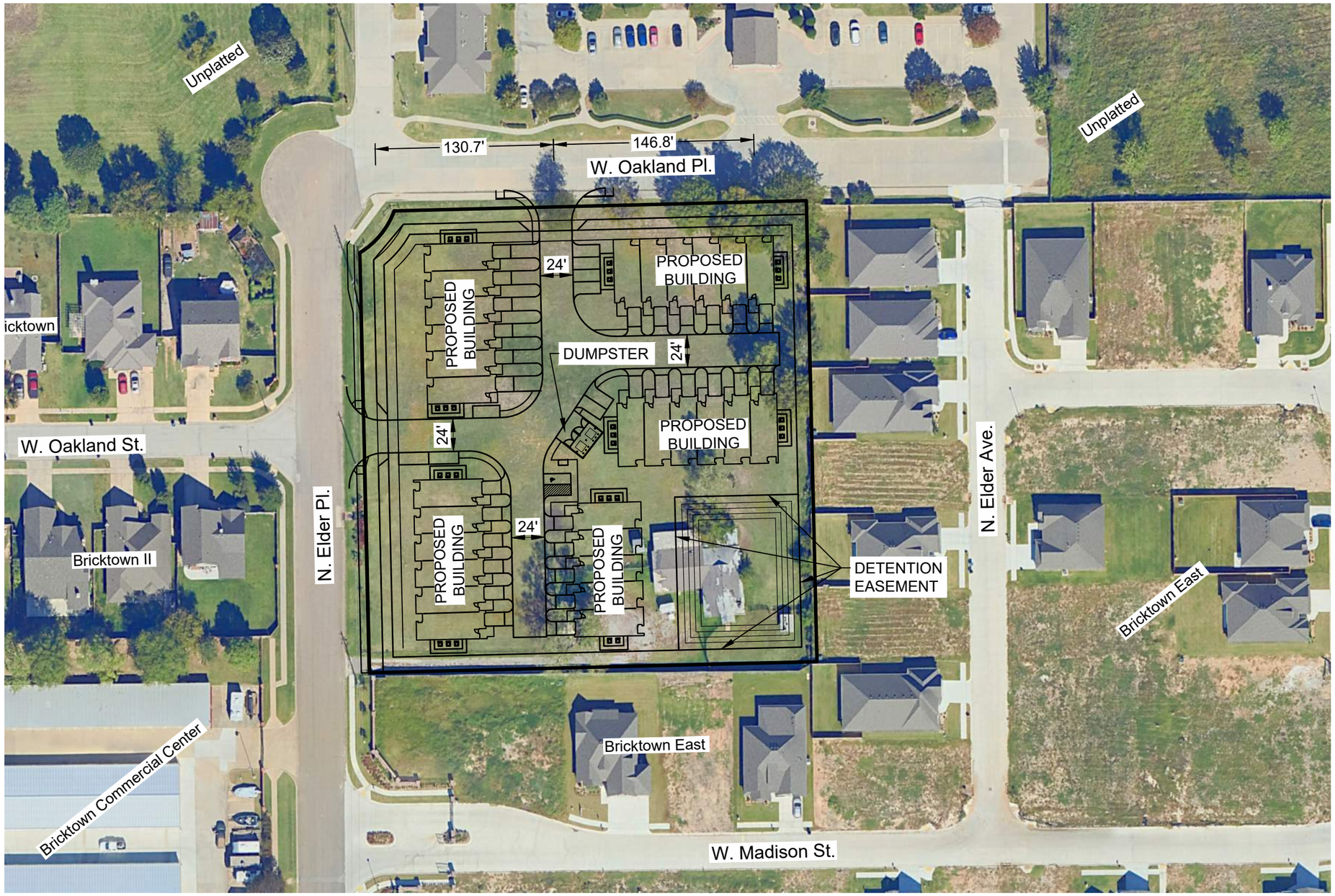

EXHIBIT 'D'

CONCEPTUAL SITE PLAN

BA TOWNHOMES AT BRICKTOWN

PUD - 002825-2026

Date: June 25, 2026

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SHEET NUMBER:

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EXHIBIT 'E'

DEVELOPMENT AREA PLAN

BA TOWNHOMES AT BRICKTOWN

PUD - 002825-2026

Date: June 25, 2026

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SHEET NUMBER:

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BA TOWNHOMES AT BRICKTOWN

PUD-002825-2026

20 0 10 20

1" = 20'

SITE DATA

Development Area: 2.53 acres
Proposed Zoning: RMF
Multifamily Units: 29

Parking Required: 29 x 1.5 = 44 spaces
Parking Provided: 69 spaces

Minimum Land Area Per Dwelling Unit: 2,200 sf
29 x 2,200 sf = 63,800 sf

Land Area Per Dwelling Unit Provided: 3,800 sf
2.53 acres = 110,207 sf
110,207 sf /29 = 3,800 sf

Minimum Livable Open Space per Dwelling Unit: 1,200 sf
29 x 1,200 = 34,800 sf

Livable Open Space per Dwelling Unit Provided: 1,333 sf
38,672 sf /29 = 1,333 sf

Setbacks:

From North Elder Place:	25 feet
From West Oakland Place:	25 feet
Southern Boundary of the PUD:	20 feet
Eastern Boundary of the PUD:	20 feet

Livable Open Space: 38,672 sf

PASSIVE

ACTIVE

CAUTION
NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

811 Know what's below. Call before you dig.

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NO.	DESCRIPTION	DATE

SHEET NAME:

SHEET NUMBER:

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\\Civil-Server\Projects\2440490 BA Townhomes @ Bricktown\04 Production\01 Design Drawings\2440490 Site Plan.dwg PLOT:4/8/2026 2:09:18 PM ORIG SIZE:24"X36"

City of Broken Arrow

Request for Action

File #: 26-1056, **Version:** 1

Broken Arrow City Council
07-14-2026

Title:

Consideration, discussion, and possible approval of BAZ-002875-2026 (Rezoning), CSD Lynn Lane Rezoning, 1.89 acres, IL (Industrial Light) to CH (Commercial Heavy), located one-eighth mile south of Houston Street (81st Street), east of 9th Street (177th E. Avenue/Lynn Lane Road)

Background:

BAZ-002875-2026 is a request to change the zoning designation on 1.89 acres from IL (Industrial Light) to CH (Commercial Heavy). The property is located one-eighth mile south of Houston Street (81st Street), east of 9th Street (177th E. Avenue/Lynn Lane Road) and is platted as Lots 4 and 5, Block 1, Lynn Lane Plaza East.

This property was developed as a multi-tenant office warehouse facility with IL zoning. The applicant is requesting to rezone the lot to CH in order to accommodate additional uses, such as general personal services and fitness and recreation sports centers. Office warehouses are also a permitted use by right in CH zoning, so the change in zoning will not affect existing or future office warehouse tenants. This property meets all of the dimensional standards for the CH zoning district. Planning Commission expressed concerns with the increased parking requirements that would accompany the change in use. The applicant stated they were aware of the parking requirements and development would be limited by the amount of parking currently available.

This property is designated as Level 6 in the Comprehensive Plan and requested CH zoning is in accordance with that designation.

During the meeting held June 25, 2026, the Planning Commission recommended approval (5-0) of BAZ-002875-2026 per Staff recommendation. Staff recommended approval, and that platting be waived since the property is already platted. During the public comment period staff read an emailed public comment expressing concerns with the availability of parking.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

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

Recommendation:

Approve BAZ-002875-2026 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 26-982, **Version:** 1

Broken Arrow Planning Commission
06-25-2026

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002875-2026, CSD Lynn Lane Rezoning, 1.89 acres, located one-eighth mile south of Houston Street (81st Street), east of 9th Street (177th E. Avenue/Lynn Lane Road)
Background:	
Applicant:	John Walsh, Daniels & Daniels Construction
Owner:	Charles Daniels, CAD Commercial Properties LLC
Developer:	Daniels & Daniels Construction
Engineer:	N/A
Location:	One-eighth mile south of Houston Street (81st Street), east of 9th Street (177th E. Avenue/Lynn Lane Road)
Size of Tract	1.89 acres
Number of Lots:	1
Present Zoning:	IL (Industrial Light)
Comp Plan:	Level 6 (Regional Employment/Commercial)

BAZ-002875-2026 is a request to change the zoning designation from IL (Industrial Light) to CH (Commercial Heavy) for an existing office warehouse development. This property is located one-eighth mile south of Houston Street, east of Lynn Lane Road, and is platted as Lot 4 and 5, Block 1, Lynn Lane Plaza East.

This property was initially developed as an office warehouse development. Office warehouse use is allowed in both IL and CH zoning districts. The applicant is interested in including additional uses that would be allowed in CH zoning, such as general personal services and fitness and recreational sports centers. The applicant is requesting CH zoning to allow the new uses while maintaining office warehouse as an allowed use.

The Broken Arrow Comprehensive Plan designation on this property is Level 6, Regional Employment/Commercial. The CH zoning district being requested is permitted in Level 6.

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

	Comprehensive Plan	Zoning	Land Use

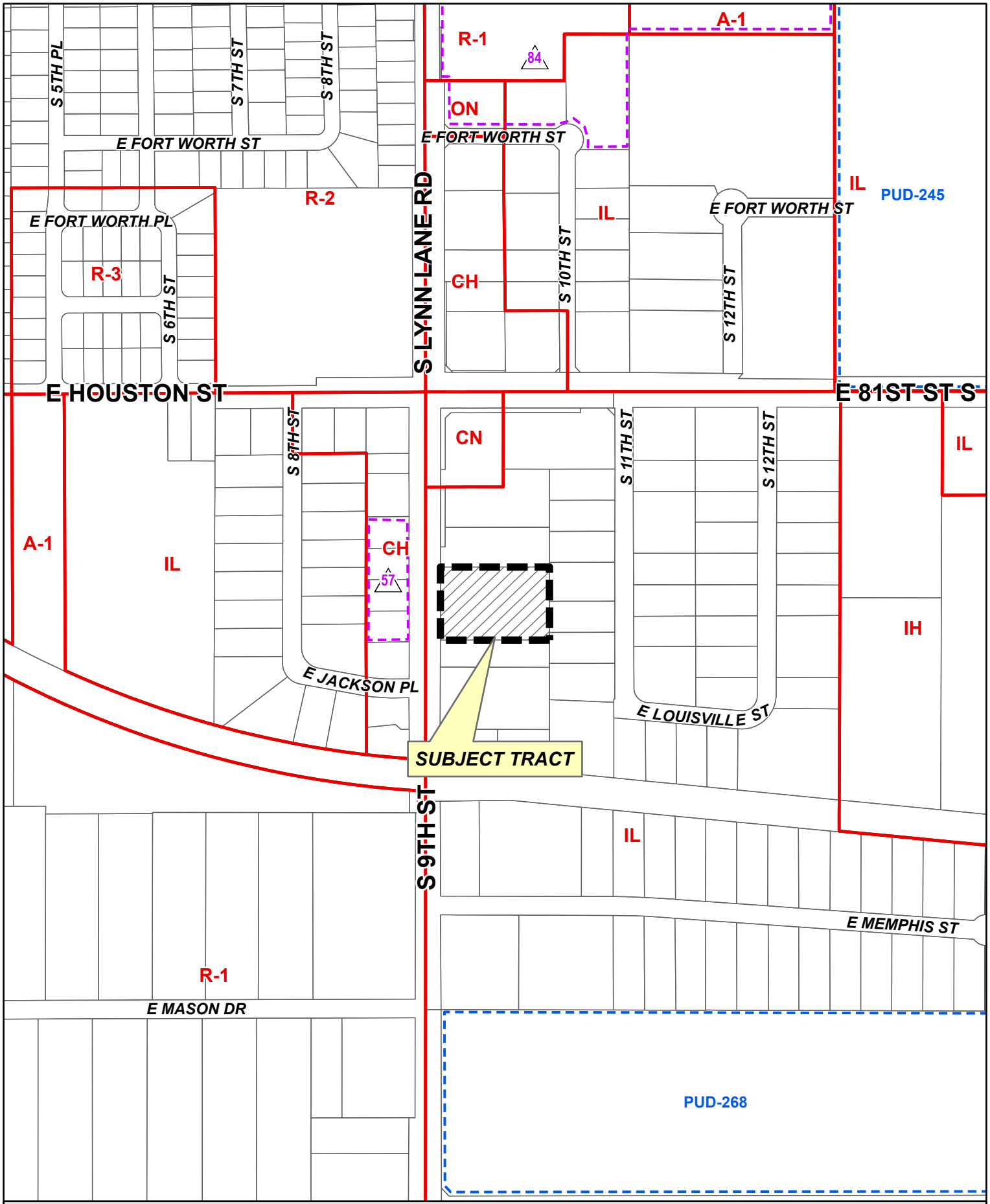
North	Level 6	IL (Industrial Light)	Vacant
East	Level 6	IL	Light Manufacturing, Gym
South	Level 6	IL	Vacant
West	Level 6	CH (Commercial Heavy)	Retail Center

Attachments: Case Map
Aerial
Comprehensive Plan Map

Recommendation:
Based on the location of the property, surrounding land uses, and the comprehensive plan, Staff recommends that BAZ-002875-2026 be approved. Since the property is already platted, Staff recommends that platting be waived.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel


A-1
R-1
84
ON
S 5TH PL
S 7TH ST
S 8TH ST
E FORT WORTH ST
E FORT WORTH ST
IL
PUD-245
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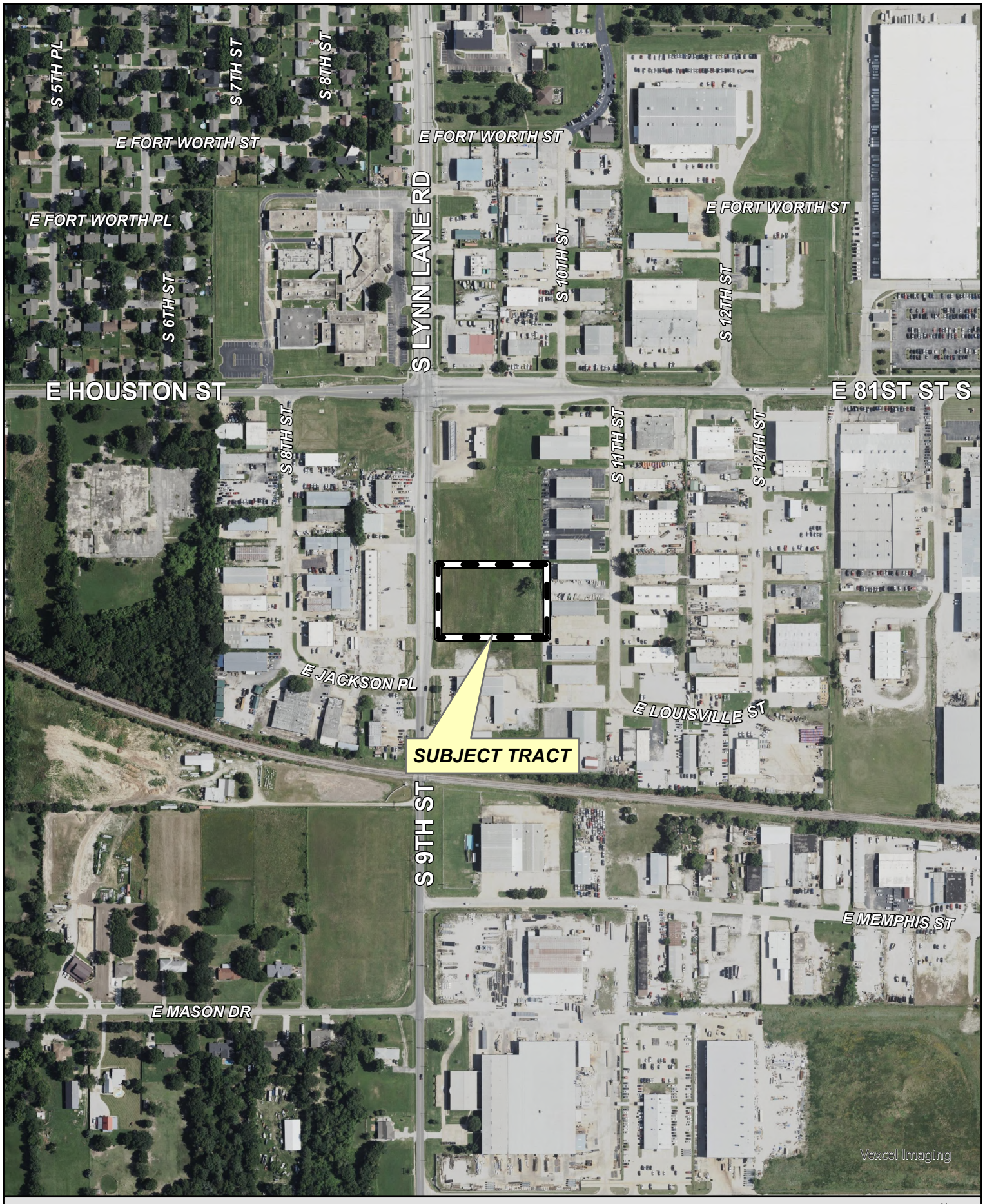
E FORT WORTH PL
IL
E FORT WORTH ST
R-3
S 6TH ST
CH
S 10TH ST
S 12TH ST
S LYNN LANE RD
E HOUSTON ST
E 81ST ST S
CN
S 8TH ST
S 11TH ST
S 12TH ST
IL
A-1
IL
CH
57
IH
E JACKSON PL
E LOUISVILLE ST
SUBJECT TRACT
S 9TH ST
IL
E MEMPHIS ST
R-1
E MASON DR
PUD-268
300' Radius
Subject Tract
BAZ-002875-2026
0 100 200 400
Feet
13 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

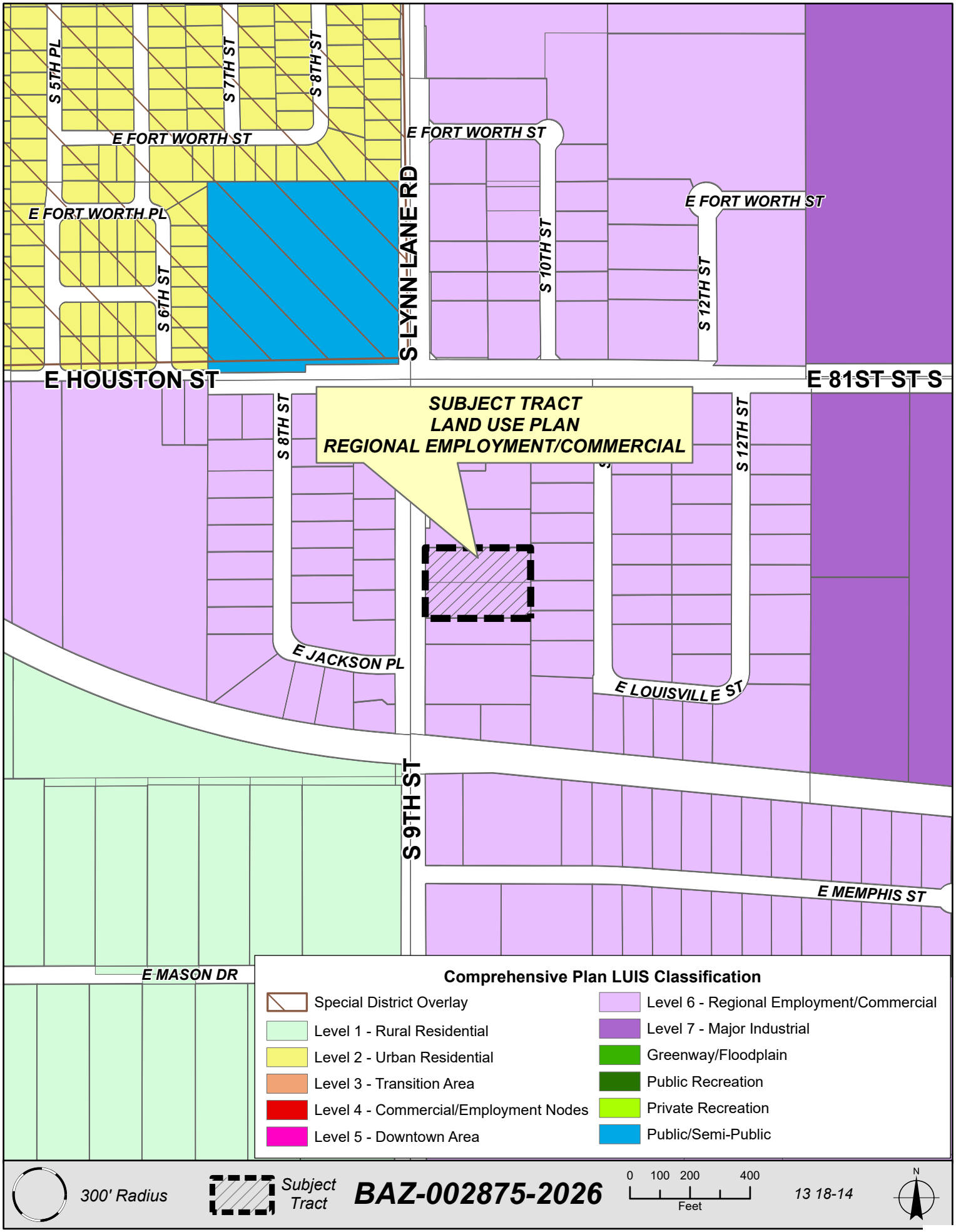
Subject Tract

BAZ-002875-2026

0 100 200 400
Feet

13 18-14

N


S 5TH PL
S 7TH ST
S 8TH ST
E FORT WORTH ST
E FORT WORTH ST
E FORT WORTH ST
E FORT WORTH PL
S 6TH ST
S LYNN LANE RD
S 10TH ST
S 12TH ST
E HOUSTON ST
E 81ST ST S
SUBJECT TRACT
LAND USE PLAN
REGIONAL EMPLOYMENT/COMMERCIAL
S 8TH ST
S 12TH ST
E JACKSON PL
E LOUISVILLE ST
S 9TH ST
E MEMPHIS ST
E MASON DR
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002875-2026
0 100 200 400
Feet
13 18-14
N

City of Broken Arrow

Request for Action

File #: 26-1079, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion and possible preview of an Ordinance adding Section 2-190 to Chapter 2 - Administration, Article X - Department of Finance, implementing cash payment rounding consistent with House Bill 3075 (The Oklahoma Common Cents Act), establishing Definitions, Applicability, Cash Collection Sites, Procedures, Accounting Requirements, and an Implementation Schedule; providing for Severability and Codification; and repealing all ordinances to the contrary

Background:
House Bill 3075, the Oklahoma Common Cents Act (codified at 62 O.S. § 9002 et seq.), mandates that governmental entities implement procedures for rounding cash payments to the nearest five or ten cents in accordance with specified rules. This Ordinance implements those requirements for the City of Broken Arrow by establishing uniform cash-handling practices at all City cash-collection sites. The Ordinance defines "Cash" and "Electronic or non-cash payment," specifies applicability to all cash payments for City fees, fines, permits, utility bills, and other receivables, and lists the affected locations: Utilities Customer Service Center, Municipal Court, Permitting and Development Services, multiple Parks and Recreation facilities, Police Records Division, Fire Department locations accepting cash, and any other authorized sites. Rounding rules are set forth to round amounts ending in .01-.02 down, .03-.04 up to the next five cents, .06-.07 down, and .08-.09 up to the next ten cents. Electronic payments are exempt. The Finance Director will adopt implementation procedures, post required notices at cashier stations, and ensure third-party agents comply. Rounding variances will be accounted for through designated funds or standard over/short procedures, with appropriate internal controls. The Ordinance becomes effective November 1, 2026, with full compliance required by that date. This action ensures statutory compliance, streamlines cash transactions by reducing penny handling, and modernizes the City's payment collection processes with no material fiscal impact.

Cost: $0

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Preview Ordinance

Recommendation:
Preview the Ordinance and set for adoption.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, ADDING SECTION 2-190 TO CHAPTER 2 – ADMINISTRATION, ARTICLE X – DEPARTMENT OF FINANCE, IMPLEMENTING CASH-PAYMENT ROUNDING CONSISTENT WITH HOUSE BILL 3075 (THE OKLAHOMA COMMON CENTS ACT), ESTABLISHING DEFINITIONS, APPLICABILITY, CASH-COLLECTION SITES, PROCEDURES, ACCOUNTING REQUIREMENTS, AND AN IMPLEMENTATION SCHEDULE; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND REPEALING ALL ORDINANCES TO THE CONTRARY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. That Chapter 2 – Administration, Article X – Department of Finance, Section 2-190 is hereby created to read as follows:

Section 2-190-1. Authority and Purpose.

This Ordinance is adopted pursuant to House Bill 3075, the Oklahoma Common Cents Act, codified at 62 O.S. § 9002 et seq. The purpose of this Ordinance is to implement statutory cash-rounding requirements, ensure uniform cash acceptance practices, and provide procedures for accounting for rounding variances.

Section 2-190-2. Definitions.

(a) "Cash" means United States coin and currency physically tendered at a City cash acceptance location. For mixed payments, "cash" means only the portion paid in cash.
(b) "Electronic or non-cash payment" means payment by check, money order, debit card, credit card, ACH, electronic fund transfer, online or mobile payment, or any other digital form of payment. Such payments are not subject to rounding.

Section 2-190-3. Applicability.

(a) This Ordinance applies to all cash payments made for City fees, rates, charges, fines, penalties, licenses, permits, rentals, utility payments, or other City receivables.
(b) This Ordinance does not apply to payments made entirely by electronic or non-cash methods.

Section 2-190-4. Cash-Collection Sites.

The following City cash acceptance locations are subject to this Ordinance:

(1) Utilities Customer Service Center – City Hall;
(2) Municipal Court – Justice Center;
(3) Permitting and Development Services – City Hall;

(4) Parks and Recreation operations at Nienhuis Park Community Center, Central Park Community Center, Ray Harral Nature Center, Nienhuis Aquatic Facility, Family Aquatic Center, and Country Aire Pool;
(5) Police Records Division – Public Safety Complex;
(6) Fire Department locations, if and when cash is accepted;
(7) Any additional cash acceptance location authorized by the City Manager or Finance Director to receive City funds in cash.

Section 2-190-5. Cash Rounding Requirements.

For any cash payment made to the City, the final amount due shall be rounded as follows:

(1) Amounts ending in .01 or .02 cents shall be rounded down to the nearest zero.
(2) Amounts ending in .03 or .04 cents shall be rounded up to the nearest five cents.
(3) Amounts ending in .06 or .07 cents shall be rounded down to the nearest five cents.
(4) Amounts ending in .08 or .09 cents shall be rounded up to the nearest ten cents.
(5) Rounding applies only to the cash portion of a payment.

Section 2-190-6. Accounting for Rounding Variances.

(a) Ad valorem tax rounding differences shall be handled by the county in accordance with state law.
(b) For all other City receipts, the Finance Director is authorized to designate appropriate funds, including a rounding variance account or standard over/short procedures, to record minimal rounding differences.
(c) The Finance Director shall implement proper internal controls and periodic reporting regarding rounding variances.

Section 2-190-7. Administrative Procedures.

(a) The Finance Director shall adopt written procedures and cashier instructions to implement this Ordinance.
(b) The City shall post notice at all cashier stations stating that cash payments are rounded as required by Oklahoma law.
(c) Third-party payment agents authorized to receive City payments shall revise their procedures to comply with this Ordinance.

Section 2-190-8. Implementation Schedule.

(a) This Ordinance shall become effective November 1, 2026.
(b) All City departments and authorized agents shall achieve full compliance with cash-rounding requirements by the effective date of this Ordinance.

Section 2-190-9. No Change to Substantive Amounts Due.

This Ordinance governs only the rounding of cash tender at the point of collection and does not alter the underlying amounts due under any rate, fee, fine, or other charge.

Section 2-190-10. Severability.

If any section, subsection, sentence, or clause of this Ordinance is declared invalid, the remaining portions shall not be affected.

Section 2-190-11. Codification.

The City Clerk is authorized to codify this Ordinance into the Broken Arrow Municipal Code.

PASSED AND APPROVED this 15th day of June 2026.

ATTEST: _____ MAYOR

_____
CITY CLERK

APPROVED:

_____
DEPUTY CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-923, **Version:** 1

Broken Arrow City Council
07-14-2026

Title:

Consideration, discussion, and possible preview of Ordinance No. 3928, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving PUD-002519-2025 (Planned Unit Development) and BAZ-002633-2026 (Rezoning), Aspen Creek Villas, 90.33 acres, located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue), granting RS-C zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

PUD-002519-2025/BAZ-002633-2026 proposes to create a Planned Unit Development to change the zoning designation for a single-family residential subdivision from CH (Commercial Heavy) to RS-C (Residential Single-Family-Compact).

Cost: $0

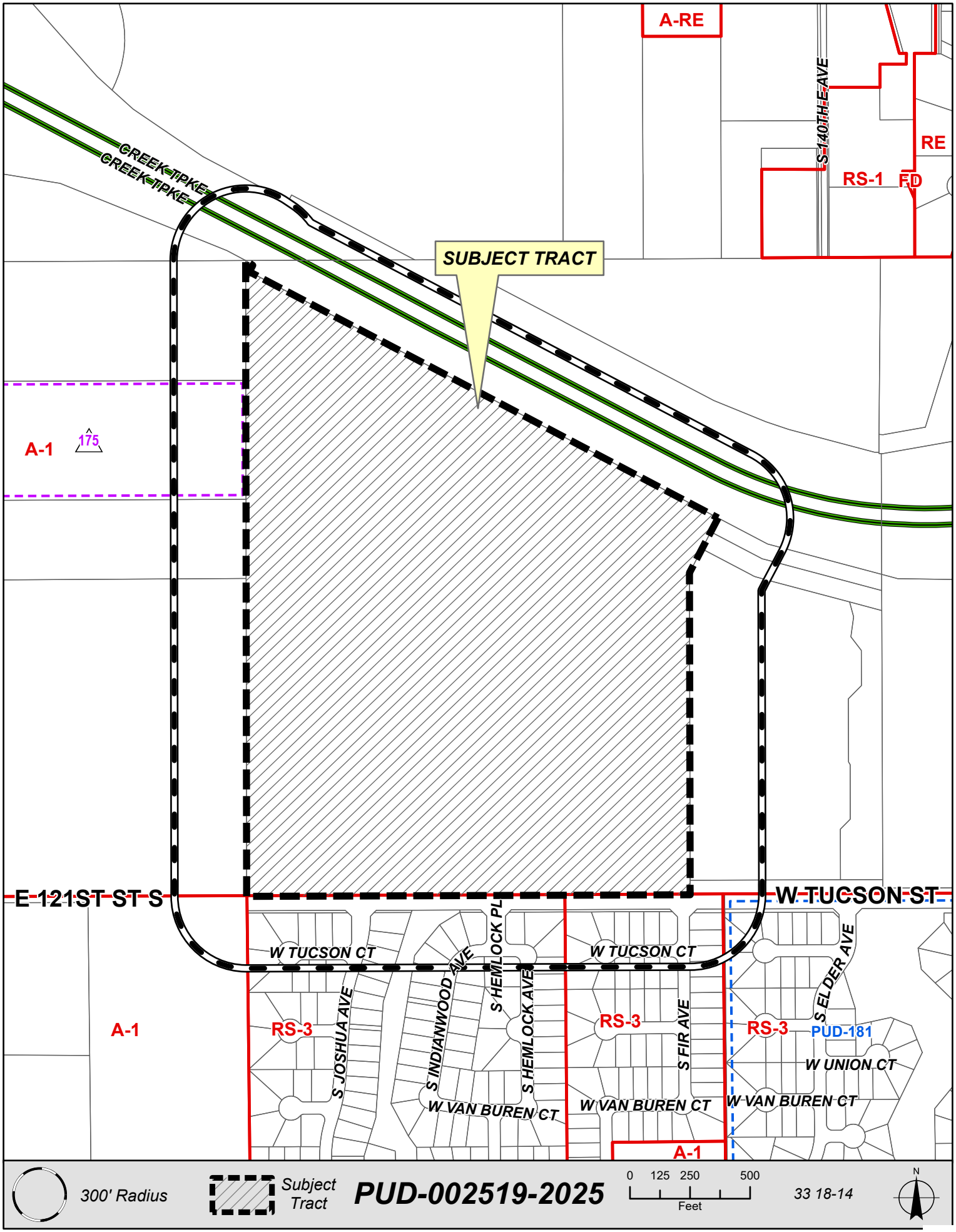
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance

Recommendation:
Preview Ordinance No. 3928 and set for adoption.


A-RE
S 140TH E AVE
RE
RS-1
FD
CREEK TPKE
CREEK TPKE
SUBJECT TRACT
A-1
175
E 121ST ST S
W TUCSON ST
W TUCSON CT
W TUCSON CT
S HEMLOCK PL
S INDIANWOOD AVE
S HEMLOCK AVE
S JOSHUA AVE
S FIR AVE
S ELDER AVE
RS-3
RS-3
RS-3
PUD-181
W UNION CT
W VAN BUREN CT
W VAN BUREN CT
W VAN BUREN CT
A-1
A-1
300' Radius
Subject Tract
PUD-002519-2025
0 125 250 500
Feet
33 18-14
N

ORDINANCE NO.

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002633-2026/PUD-002519-2025, Aspen Creek Villas, generally located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue), granting RS-C (Residential Single-Family- Compact) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a RS-C (Residential Single-Family- Compact) district; and

WHEREAS, rezoning case BAZ-002633-2026/PUD-002519-2025 (CH to RS-C) was approved by the Broken Arrow City Council on May 19, 2026; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th E Avenue)

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002633-2026/PUD-002519-2025

ASPEN CREEK VILLAS LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF (S/2) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4)
OF SAID SECTION THIRTY-THREE (33); THENCE NORTH 01°14'14" WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2645.94 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CREEK TURNPIKE; THENCE SOUTH 63°21'44" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 42.30 FEET; THENCE SOUTH 27°02'36" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 29.98 FEET; THENCE SOUTH 63°25'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2197.30 FEET; THENCE SOUTH 26°39’36” WEST ALONG THE NORTHWESTERLY LINE OF THE TRAILS AT ASPEN CREEK (PLAT #7093), A DISTANCE OF 259.23 FEET; THENCE SOUTH 01°13’29” EAST ALONG THE WEST LINE OF SAID TRAILS AT ASPEN CREEK, A DISTANCE OF 1340.00 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°40’49” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 524.06 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°33’24” WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1321.05 FEET TO THE POINT OF BEGINNING. CONTAINING 3,934,766 SQUARE FEET OR 90.33 ACRES.

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) BEING SOUTH 88°33’24” WEST.

THIS LEGAL DESCRIPTION WAS PREPARED ON DECEMBER 14, 2023, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-942, **Version:** 1

Broken Arrow City Council
07-14-2026

Title:

Consideration, discussion, and possible preview of Ordinance No. 3934, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002651-2026 (Rezoning), The Pines at the Preserve IV, 119.05 acres, located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue), granting RS (Residential Single-Family) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

BAZ-002651-2026 was initially a request to rezone approximately 119.05 acres from A-1 (Agricultural) to RS (Residential Single-Family) for The Pines at the Preserve IV, a proposed single family residential development. This property is located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue).

Cost: $0

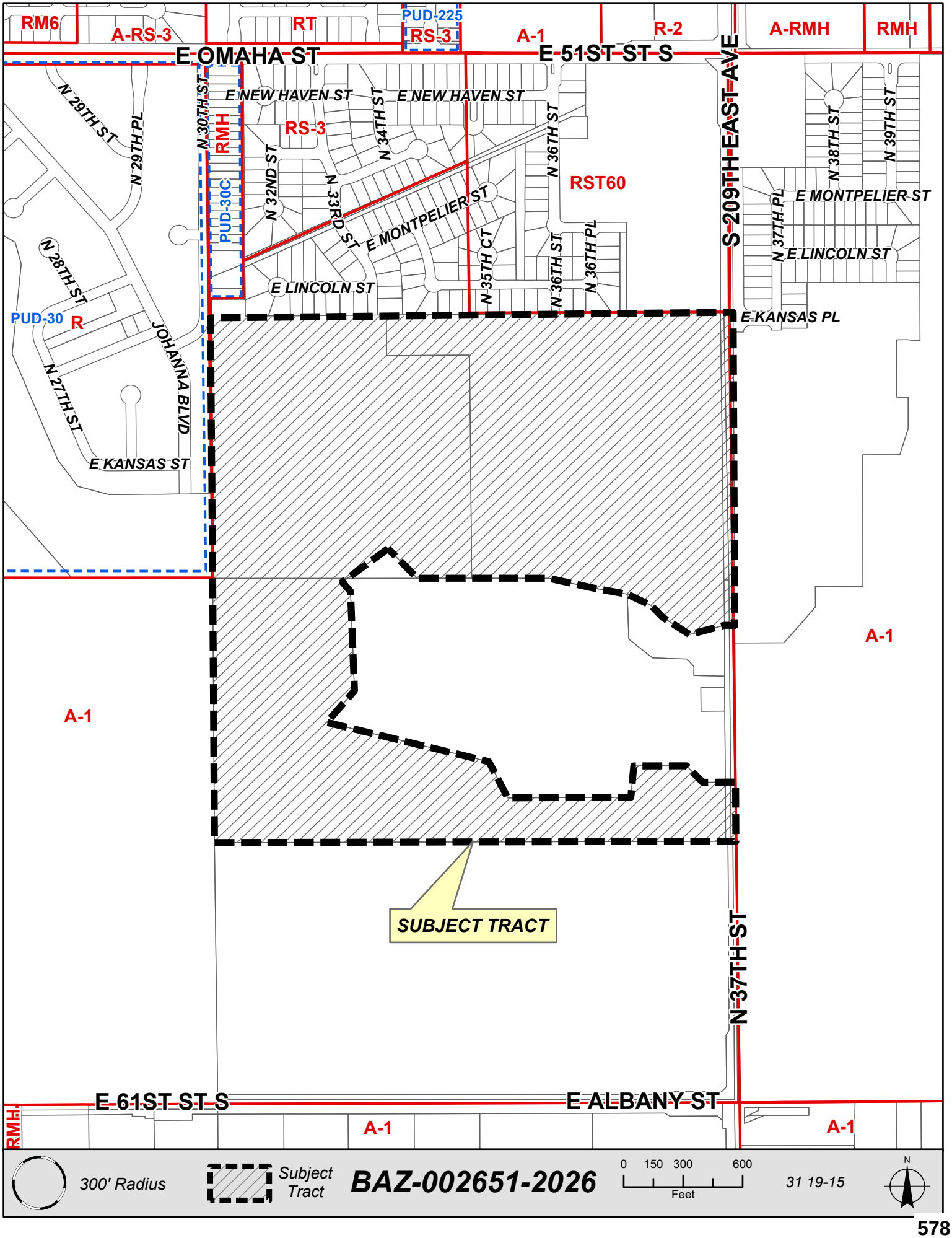
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance

Recommendation:
Preview Ordinance No. 3934 and set for adoption.


RM6
A-RS-3
RT
PUD-225
RS-3
A-1
R-2
A-RMH
RMH
E OMAHA ST
E 51ST ST S
S 209TH EAST AVE
N 29TH ST
N 29TH PL
N 30TH ST
E NEW HAVEN ST
E NEW HAVEN ST
N 34TH ST
N 36TH ST
N 38TH ST
N 39TH ST
RMH
RS-3
RST60
PUD-30C
N 32ND ST
N 33RD ST
E MONTPELIER ST
E MONTPELIER ST
N 37TH PL
E LINCOLN ST
N 28TH ST
PUD-30
R
E LINCOLN ST
N 35TH CT
N 36TH ST
N 36TH PL
E KANSAS PL
JOHANNA BLVD
N 27TH ST
E KANSAS ST
A-1
A-1
SUBJECT TRACT
N 37TH ST
E 61ST ST S
E ALBANY ST
RMH
A-1
A-1
300' Radius
Subject Tract
BAZ-002651-2026
0 150 300 600
Feet
31 19-15
N

ORDINANCE NO.

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002651-2026, The Pines at the Preserve IV, generally located north one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue), granting RS (Residential Single-Family) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a RS (Residential Single-Family) district; and

WHEREAS, rezoning case BAZ-002651-2026 (A-1 to RS) was approved by the Broken Arrow City Council on April 7, 2026; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue),

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Wagoner County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002651-2026

A TRACT OF LAND SITUATED IN PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) AND PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4) OF SECTION THIRTY-ONE (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, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST

QUARTER (N/2 SE/4); THENCE SOUTH 01°30'01" EAST ALONG THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4), A DISTANCE OF 233.14 FEET; THENCE SOUTH 88°28'38" WEST A DISTANCE OF 42.47 FEET; THENCE SOUTH 74°23'25" WEST A DISTANCE OF 187.77 FEET; THENCE NORTH 58°33'34" WEST A DISTANCE OF 162.29 FEET; THENCE NORTH 45°36'35" WEST A DISTANCE OF 83.73 FEET; THENCE NORTH 66°03'04" WEST A DISTANCE OF 131.64 FEET; THENCE NORTH 82°10'23" WEST A DISTANCE OF 181.63 FEET; THENCE NORTH 78°46'27" WEST A DISTANCE OF 204.11 FEET; THENCE NORTH 82°54'42" WEST A DISTANCE OF 70.39 FEET; THENCE SOUTH 85°06'02" WEST A DISTANCE OF 80.34 FEET; THENCE SOUTH 88°50'54" WEST A DISTANCE OF 535.01 FEET; THENCE NORTH 45°37'24" WEST A DISTANCE OF 210.40 FEET; THENCE SOUTH 52°45'26" WEST A DISTANCE OF 281.15 FEET; THENCE SOUTH 42°01'49" EAST A DISTANCE OF 63.77 FEET; THENCE SOUTH 03°26'38" EAST A DISTANCE OF 500.76 FEET; THENCE SOUTH 40°00'48" WEST A DISTANCE OF 212.17 FEET; THENCE SOUTH 77°33'41" EAST A DISTANCE OF 840.86 FEET; THENCE SOUTH 28°45'40" EAST A DISTANCE OF 207.16 FEET; THENCE NORTH 88°29'10" EAST A DISTANCE OF 620.69 FEET; THENCE NORTH 04°10'41" EAST A DISTANCE OF 158.89 FEET; THENCE NORTH 88°46'45" EAST A DISTANCE OF 266.50 FEET; THENCE SOUTH 45°34'20" EAST A DISTANCE OF 116.62 FEET; THENCE NORTH 88°30'22" EAST A DISTANCE OF 162.91 FEET TO THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4); THENCE SOUTH 01°30'01" EAST ALONG SAID EAST LINE, A DISTANCE OF 296.49 FEET TO THE SOUTHEAST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4); THENCE SOUTH 88°52'17" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4), A DISTANCE OF 2634.37 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER (N/2 SE/4); THENCE NORTH 01°37'07" WEST ALONG THE WEST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER AND SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4), A DISTANCE OF 2641.30 FEET TO THE NORTHWEST CORNER OF SAID SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4); THENCE NORTH 88°49'44" EAST ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4), A DISTANCE OF 2640.19 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4); THENCE SOUTH 01°29'01" EAST ALONG THE EAST LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4), A DISTANCE OF 1321.56 FEET TO THE POINT OF BEGINNING. CONTAINING 5,186,007 SQUARE FEET OR 119.05 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) BEING SOUTH 01°30'01" EAST.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-944, **Version:** 1

Broken Arrow City Council
07-14-2026

Title:

Consideration, discussion, and possible preview of Ordinance No. 3936, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002485-2025 (Rezoning), Snyder Rezone, 21.81 acres, located one-eighth mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave.), granting RS-P zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

BAZ-002485-2025 is a request to rezone approximately 21.81 acres from RMF (Residential multi-family) and PUD-340 to RSP (Single-Family Residential - Preservation). This request includes the abrogation of PUD-340 and will be a "straight zoning" change. This property is 21.81 acres in size and is located one-eighth mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave). This property is currently unplatted.

Cost: $0

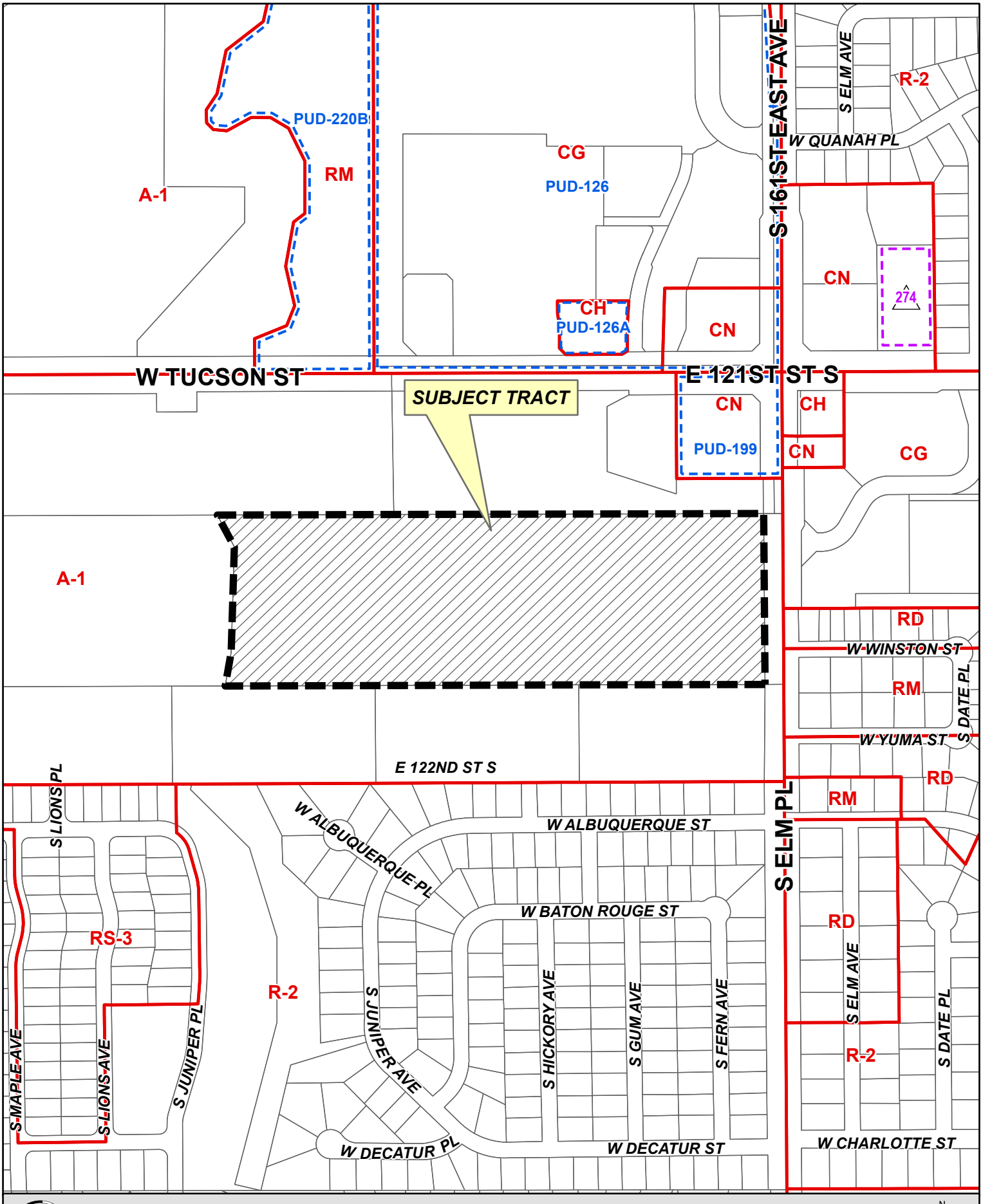
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance

Recommendation:
Preview Ordinance No. 3936 and set for adoption.


PUD-220B
RM
A-1
CG
PUD-126
S 161ST EAST AVE
S ELM AVE
R-2
W QUANAH PL
CN
274
CH
PUD-126A
CN
W TUCSON ST
E 121ST ST S
SUBJECT TRACT
CN
CH
PUD-199
CN
CG
A-1
RD
W WINSTON ST
RM
S DATE PL
W YUMA ST
E 122ND ST S
RD
S LIONS PL
RM
S ELM PL
W ALBUQUERQUE ST
W ALBUQUERQUE PL
W BATON ROUGE ST
RS-3
R-2
RD
S JUNIPER AVE
S HICKORY AVE
S GUM AVE
S FERN AVE
S ELM AVE
S MAPLE AVE
S LIONS AVE
S JUNIPER PL
R-2
S DATE PL
W DECATUR PL
W DECATUR ST
W CHARLOTTE ST
300' Radius
Subject Tract
BAZ-002485-2025
0 100 200 400
Feet
03 17-14
N

ORDINANCE NO.

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002485-2025, Snyder Rezone, generally located one-eighth mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave.), granting RS-P (Residential Single-Family- Preservation) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a RS-P (Residential Single-Family- Preservation) district; and

WHEREAS, rezoning case BAZ-002485-2025 (RMF & PUD-340 to RS-P) was approved by the Broken Arrow City Council on December 2, 2025; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located one-eighth mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave.)

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002485-2025

A TRACT OF LAND THAT IS A PART OF LOT 1 AND LOT 2 OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°31'51"

EAST FOR A DISTANCE OF 450.00 FEET; THENCE SOUTH 88°37'34" WEST FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1°31'51" EAST AND PARALLEL WITH THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 549.55 FEET; THENCE SOUTH 88°44'29" WEST AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 AND SAID LOT 2 FOR A DISTANCE OF 1746.50 FEET TO A POINT AT THE CENTERLINE OF A SEWER LINE EASEMENT DESCRIBED IN "CONTRACT FOR SEWER LINE EASEMENT", AS RECORDED IN BOOK 4179 AT PAGE 2081, COUNTY OF TULSA RECORDS; THENCE ALONG SAID EASEMENT CENTERLINE FOR THE FOLLOWING THREE (3) COURSES; NORTH 7°33'31" EAST FOR A DISTANCE OF 108.44 FEET; THENCE NORTH 0°49'10" WEST FOR A DISTANCE OF 342.58 FEET; THENCE NORTH 31°40'55" WEST FOR A DISTANCE OF 111.61 FEET; THENCE NORTH 88°37'34" EAST AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 AND SAID LOT 2 FOR A DISTANCE OF 1781.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 949,844 SQUARE FEET OR 21.805 ACRES.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1069, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an Ordinance 3940 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002194-2025, located one-third mile North of Houston Street (81st Street) and one-tenth mile East of Elm Place, at the northeast corner of the intersection of Broadway Avenue and Date Avenue, granting DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
BAZ-002194-2025 is a request to rezone 0.24 acre from R-3 (Single-family Residential) and DM (Downtown Mixed-Use)/DROD Area 6 to DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6, for the Realty One Group Dreamers commercial building development. The property is located one-third mile North of Houston Street (81st Street) and one-tenth mile east of Elm Place (166th E Avenue) at the northeast corner of Broadway Avenue and Date Avenue. The property is currently platted as Lots 13, 14, and 15 Block 38 of the Broken Arrow - Original town plat (STR 11-18-14); The development will include a commercial building.

Cost: $0

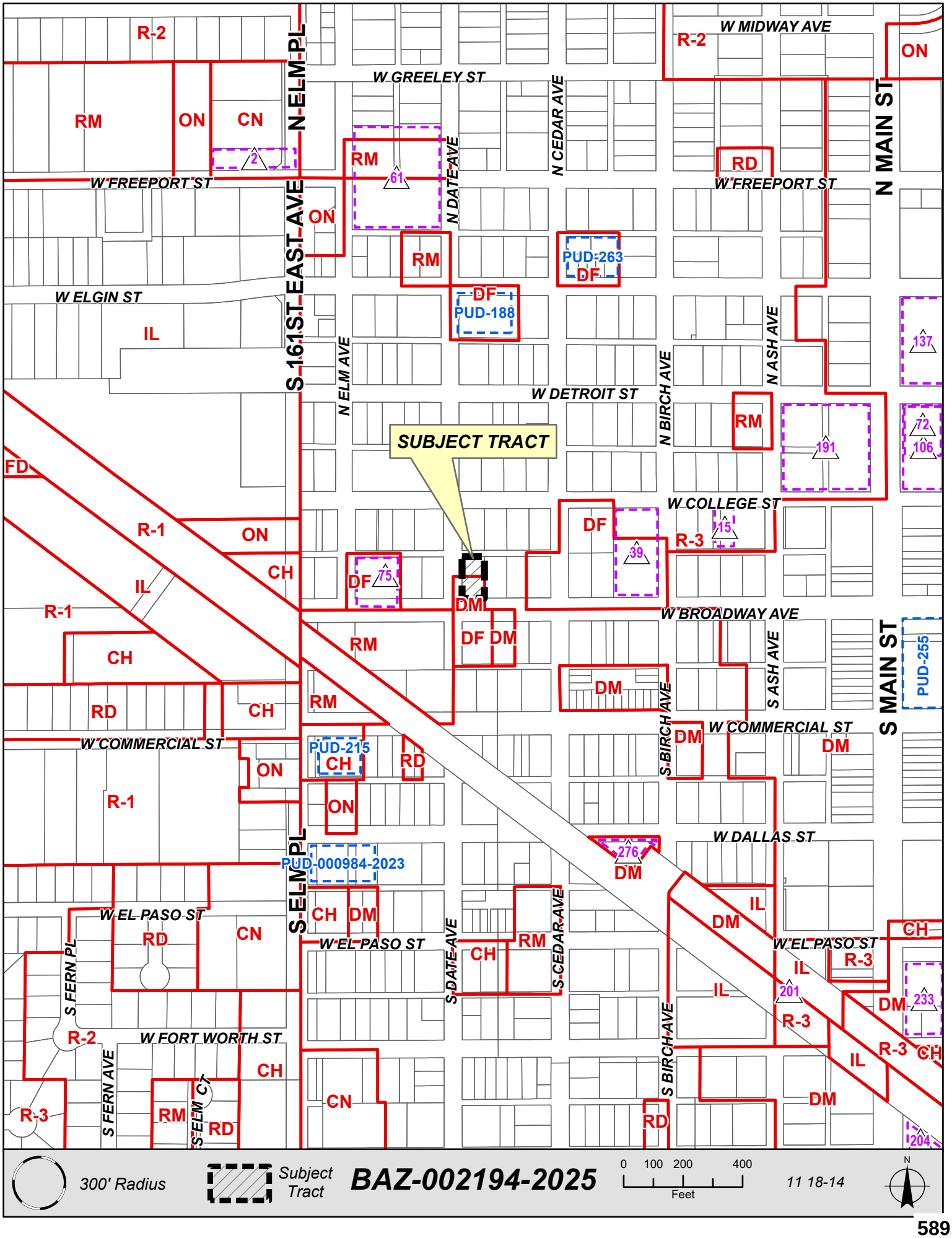
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3940

Recommendation:
Preview the Ordinance and set for adoption.


SUBJECT TRACT
W MIDWAY AVE
W GREELEY ST
W FREEPORT ST
W ELGIN ST
W DETROIT ST
W COLLEGE ST
W BROADWAY AVE
W COMMERCIAL ST
W DALLAS ST
W EL PASO ST
W FORT WORTH ST
N ELM PL
S 161ST EAST AVE
S ELM PL
N MAIN ST
S MAIN ST
N CEDAR AVE
N DATE AVE
N ELM AVE
N BIRCH AVE
N ASH AVE
S ASH AVE
S BIRCH AVE
S DATE AVE
S CEDAR AVE
S FERN PL
S FERN AVE
S ELM CT
PUD-263
PUD-188
PUD-215
PUD-000984-2023
PUD-255
R-1
R-2
R-3
RM
RD
CN
CH
IL
DM
DF
ON
FD
300' Radius
Subject Tract
BAZ-002194-2025
0 100 200 400
Feet
11 18-14
N

ORDINANCE NO. 3940

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002194-2025, 0.24 acre, located one-third mile North of Houston Street (81st Street) and one-tenth mile East of Elm Place at the northeast corner of Broadway and Date Avenue, granting DM/DROD Area 6 (Downtown Mixed-Use/Downtown Residential Overlay District Area 6) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 district; and

WHEREAS, rezoning request BAZ-002194-2025 was approved by the Broken Arrow City Council on July 14, 2025; and

WHEREAS, lot consolidation request LOT-002178-2025 was approved by the Planning Commission on June 12, 2025, to combine two platted lots consisting of the north half and the south half of Lots 13, 14, and 15 Block 38 of Original Town Broken Arrow, pending approval of BAZ-002194-2025 by the City Council. The warranty deed for the combined lots was recorded in Tulsa County on June 17, 2025 (Document No. 2025052713); and

WHEREAS, the property is generally located one-third mile north of Houston Street (81st Street) and one-tenth mile east of Elm Place (166th E Avenue) at the northeast corner of Broadway and Date Avenue; and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District Zoning (0.24 acre)

The South Seventy (70) feet of Lots Thirteen (13), Fourteen (14), and Fifteen (15), Block Thirty-

Eight (38), ORIGINAL TOWN OF BROKEN ARROW, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

AND

The North Seventy (70) feet of Lots Thirteen (13), Fourteen (14), and Fifteen (15), Block Thirty-Eight (38), ORIGINAL TOWN OF BROKEN ARROW, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1070, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an Ordinance 3943 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002310-2025, located at the southwest corner of the intersection of Kenosha Street (71st Street) and Oneta Road (241st E Avenue/65th Street), granting Commercial Heavy (CH) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
BAZ-002310-2025 is a request to rezone 7.5 acres from CG (Commercial General) to CH (Commercial Heavy), for East Broken Arrow Retail, a commercial development. The property is located at the southwest corner of the intersection of Kenosha Street (71st Street) and Oneta Road (241st E Avenue/65th Street). Staff are in the process of reviewing a final that includes six lots in one block. plat for East Broken Arrow Retail (PT-002501-2025). The development will include commercial uses including a drive-thru restaurant.

Cost: $0

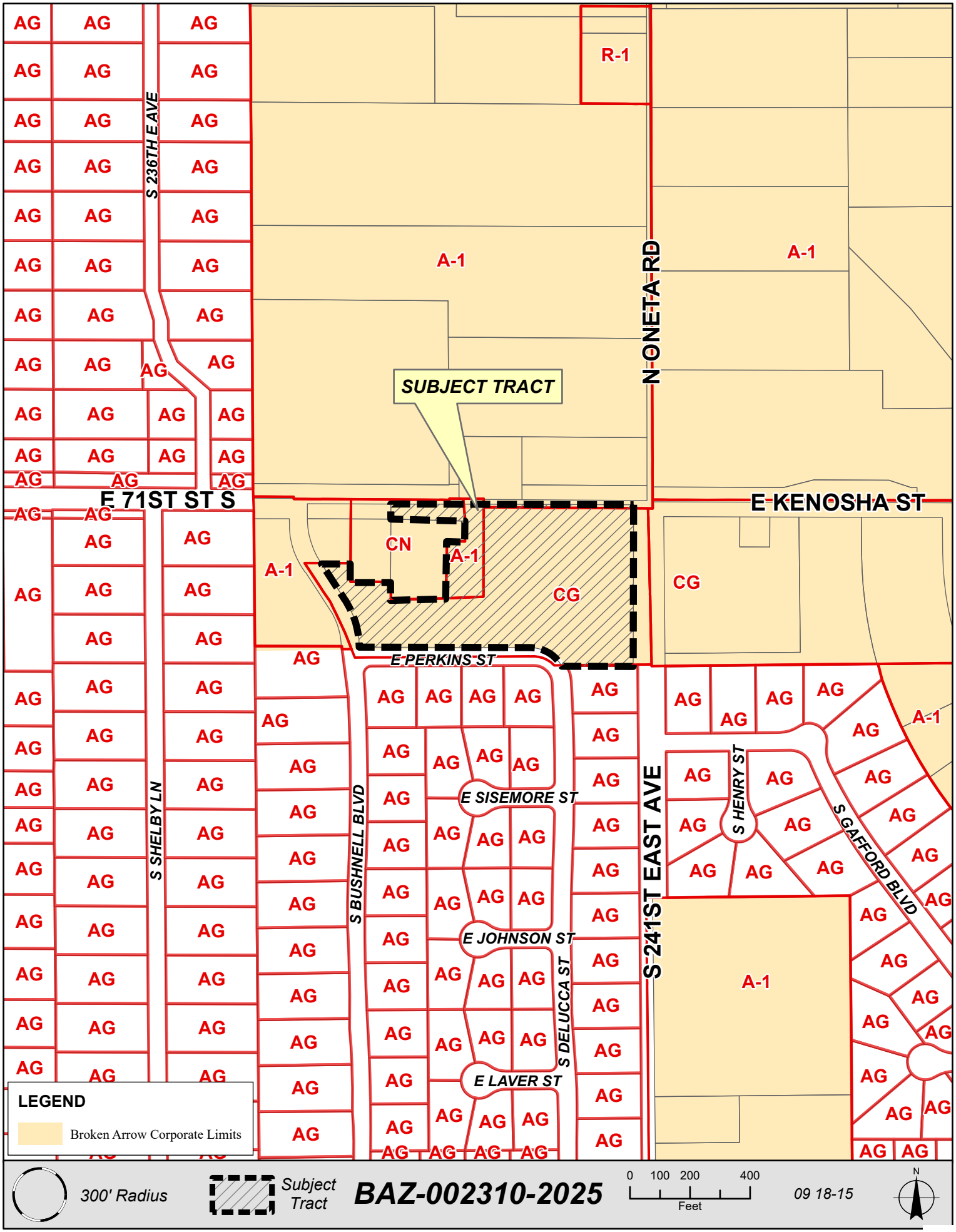
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3943

Recommendation:
Preview the Ordinance and set for adoption.


AG
R-1
A-1
S 236TH E AVE
N ONEIDA RD
SUBJECT TRACT
E 71ST ST S
E KENOSHA ST
CN
CG
E PERKINS ST
S SHELBY LN
S BUSHNELL BLVD
E SISEMORE ST
E JOHNSON ST
S DELUCCA ST
E LAVER ST
S 241ST EAST AVE
S HENRY ST
S GAFFORD BLVD
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-002310-2025
0 100 200 400
Feet
09 18-15
N

ORDINANCE NO. 3943

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002310-2025, 7.5 acres, located at the southwest corner of the intersection of Kenosha Street (71st Street) and Oneta Road (241st E Avenue/65th Street), granting CH (Commercial Heavy) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a CH (Commercial Heavy) district; and

WHEREAS, the Future Land Use designation for this property in the Comprehensive Plan was amended from Level 4 to Level 6 (COMP-002347-2025) at the October 7, 2025, City Council meeting; and

WHEREAS, rezoning request BAZ-002310-2025 was approved by the Broken Arrow City Council on November 4, 2025; and

WHEREAS, the property is generally located at the southwest corner of the intersection of Kenosha Street (71st Street) and Oneta Road (241st E Avenue/65th Street); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for CH (Commercial Heavy) District Zoning (7.5 acres)

TRACT 1:

A tract of land that is part of the North half of the East half of the Northeast Quarter (N/2 E/2 NE/4) of Section 9, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the Northeast Corner of Section 9:

Thence North 89°33'46" West along the Northerly line of said Section 9 for 50.00 feet; Thence South 00°10'22" East for a distance of 50.00 feet to the Point of beginning; Thence South 00°10'22" East for 488.98 feet; Thence due West a distance of 237.71 feet to a point of curve; Thence Northwesterly along a curve to the left, with a radius of 120.00 feet, a central angle of 59°59'46", a chord bearing of North 60°00'07" West, and a chord distance of 119.99 feet, for an arc length of 125.66 feet; Thence due West a distance of 571.89 feet; Thence North 01°34'51" West for 1.65 feet to a point of curve; Thence Northwesterly along a curve to the left, with a radius of 291.36 feet, a central angle of 32°41'56", a chord bearing of North 17°55'49" West, and a chord distance of 164.03 feet, for an arc length of 166.28 feet; Thence North 34°16'47" West a distance of 148.55 feet to a point of curve; Thence Northwesterly along a curve to the right, with a radius of 270.00 feet, a central angle of 01°39'41", a chord bearing of North 33°26'56" West, and a chord distance of 7.83 feet, for an arc length of 7.83 feet; Thence South 89°33'46" East a distance of 107.88 feet to a point on the Westerly line of Tract B, Commercial Addition, a Subdivision in the City of Broken Arrow, Wagoner County State of Oklahoma, according to the official recorded Plat thereof, as filed in Plat Cabinet 1-208 in the Wagoner County Clerk's Office; Thence south 00°10'22" East along the West line of said Tract B for 61.57 feet to the Southwest corner of said Tract B; Thence South 89°33'46" East along the South line of Tract B for 134.57 feet to the Southeast corner of said Tract B, the same being a point on the Westerly line of Lot 1, Block 1, Dollar General Kenosha & Oneta Centre, A Subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the recorded plat thereof; then South 00°10'22" East along the Westerly line of said Lot 1 for 59.42 feet to the Southwest corner of said Lot 1; thence South 89°33'46" East along the Southerly line of said Lot 1 for 187.00 feet to the Southeast corner of said Lot 1; Thence north 00°10'22" West along the Easterly line of said Lot 1 for 59.42 feet; Thence south 89°33'46" East for 146.60 feet; Thence North 00°10'22" West for 211.57 feet; Thence South 89°33'46" East for 475.00 feet to the Point of Beginning of said tract of land.

(This tract formerly was part of Tract C, D.S.M. Commercial Addition, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahoma, according to the official recorded plat thereof, as file in Plat Cabinet 1-208 in the Wagoner County Clerk's Office. Tract C was vacated by proceedings in Wagoner County District Court, Case No. CV-2012-63.)

TRACT 2:
A tract of land that is part of the North half of the East half of the Northeast Quarter (N/2 E/2 NE/4) of Section 9, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the Northeast corner of Section 9; Thence North 89°33'46" West along the Northerly line of said Section 9 for 525.00 feet to the Point of Beginning of said track of land; Thence continuing North 89°33'46" West along said Northerly line for 333.60 feet; Thence South 00°10'22" East along the Northerly extension of the Westerly line of Lot 1, Block 1, Dollar General Kenosha & Oneta Centre, a subdivision in the City of Broken Arrow, Wagoner County, State of Oklahooma, according to the recorded plat thereof, for 60.00 feet to the Northwest corner of said Lot 1; Thence South 89°33'46" East along the Northerly line of said Lot 1 for 247.00 feet to the Northeast corner of said Lot 1; Thence South 00°10'22" East along the Easterly line of said Lot 1 for 70.00 feet; Thence North 89°33'46" West along said Easterly line for 60.00 feet; Thence

South 00°10'22" East along said Easterly line for 131.57 feet to a point; Thence South 89°33'46" East for 146.60 feet; Thence North 00°10'22" West for 261.57 feet to the Point of Beginning of said tract of land.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1071, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible preview of an Ordinance 3944 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002232-2025, located south of the southeast corner of the intersection of Kenosha Street (71st Street) and 23rd Street (193rd E Avenue/County Line Road), granting Office Neighborhood (ON) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
BAZ-002232-2025 is a request to rezone 0.76 acres from RS (Single-Family Residential) to ON (Office Neighborhood), for a proposed office neighborhood development. The property is located south of the southeast corner of the intersection of Kenosha Street (71st Street) and 23rd Street (193rd E Avenue/County Line Road) and addressed as 201 Angus Drive. The property is platted within the Angus Acres plat recorded in Wagoner County on December 31, 1957. The development will include an office use.

Cost: $0

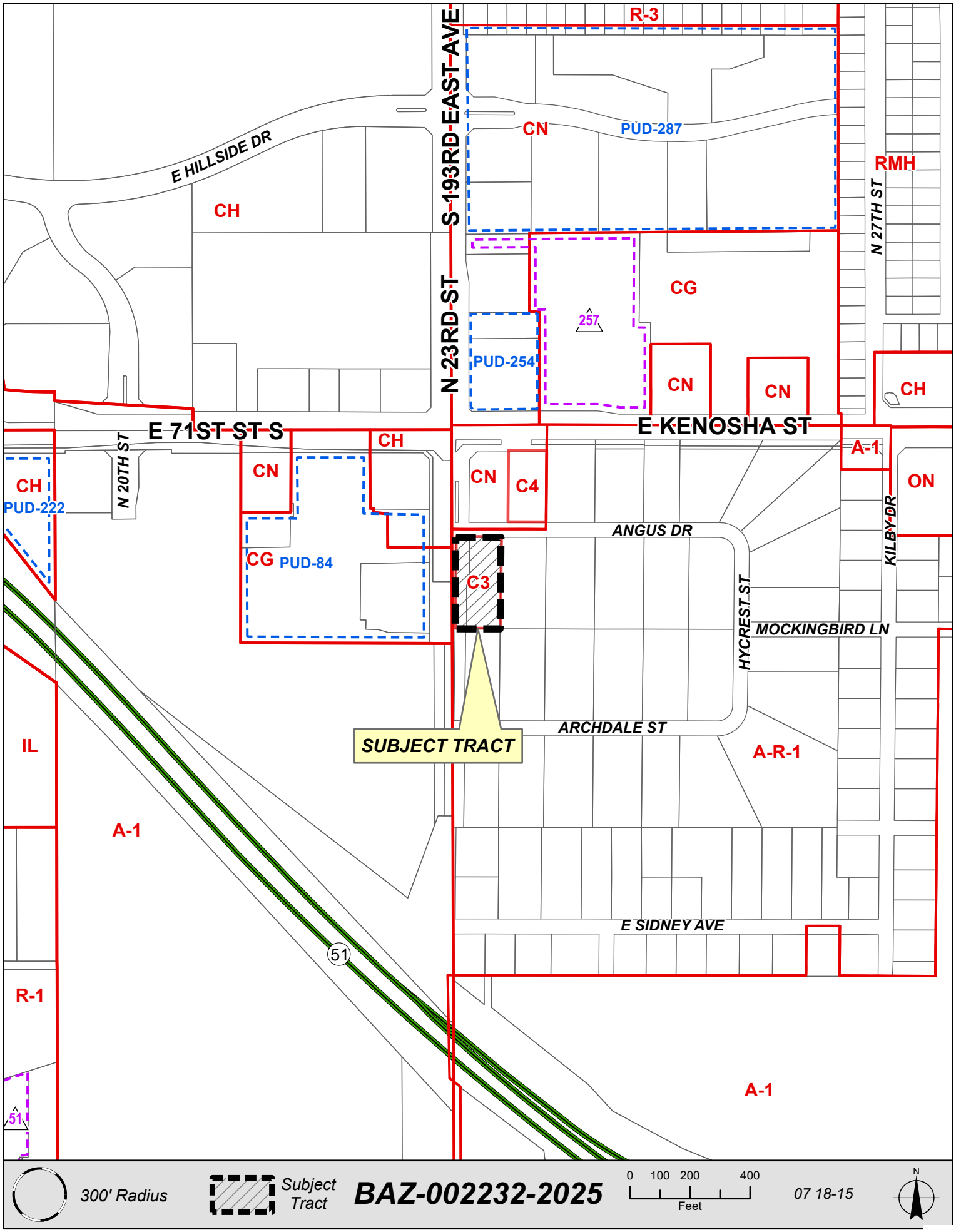
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3944

Recommendation:
Preview the Ordinance and set for adoption.


R-3
CN
PUD-287
RMH
E HILLSIDE DR
S-193RD-EAST-AVE
N 27TH ST
CH
CG
257
N-23RD-ST
PUD-254
CN
CN
CH
E 71ST ST S
E KENOSHA ST
A-1
N 20TH ST
CH
CN
CN
C4
ON
CH
PUD-222
ANGUS DR
KILBY-DR
CG PUD-84
C3
HYCREST ST
MOCKINGBIRD LN
ARCHDALE ST
SUBJECT TRACT
IL
A-R-1
A-1
E SIDNEY AVE
51
R-1
A-1
51
300' Radius
Subject Tract
BAZ-002232-2025
0 100 200 400
Feet
07 18-15
N

ORDINANCE NO. 3944

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002232-2025, 0.76 acres, located south of the southeast corner of the intersection of Kenosha Street (71st Street) and 23rd Street (193rd E Avenue/County Line Road), granting ON (Office Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a ON (Office Neighborhood) district; and

WHEREAS, the Future Land Use designation for this property in the Comprehensive Plan is Level 2 which supports ON (Office Neighborhood) zoning when the property abuts an arterial street or is an expansion of an existing ON development; and

WHEREAS, rezoning request BAZ-002232-2025 was approved by the Broken Arrow City Council on October 7, 2025; and

WHEREAS, the property is generally located south of the southeast corner of the intersection of Kenosha Street (71st Street) and 23rd Street (193rd E Avenue/County Line Road); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for ON (Office Neighborhood) District Zoning (0.76 acres)

Angus Acres West half of Lot 1 Block 2 Book 1062 Page 311: Less Beginning at, the Northwest corner of said West half of Lot 1, Block 2, thence North 88°59’28” East, a distance of, 45.25 feet; Thence south 01°20’21” East, a distance of 145.31 feet; Thence South 88°39’39” West, a distance

of 10.00 feet; Thence South 01°20’21” East a distance of 158.46 feet to a point on the South line of said West half of Lot 1 Block 2; Thence 88°59’28” West along said South line of the West half of Lot 1 Block 2, a distance of 35.25 feet; Thence North 01°20’21” West a distance of 303.83 feet to the Point of Beginning.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1072, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an Ordinance 3945 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002374-2025 and PUD-002550-2025, and abrogating the portion of PUD-193 that is on this property, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, and one-half mile west of Evans Road (255th E Avenue), granting Industrial Light (IL) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
BAZ-002374-2025 is a request to rezone 9.15 acres from AG (Agricultural) to IL (Industrial Light), a Planning Unit Development permit (PUD-002550-2025), for a proposed laydown yard for an adjacent light industrial operation. The property is located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, and one-half mile west of Evans Road (225th E Avenue). The property is unplatted and will be used as a laydown yard.

Cost: $0

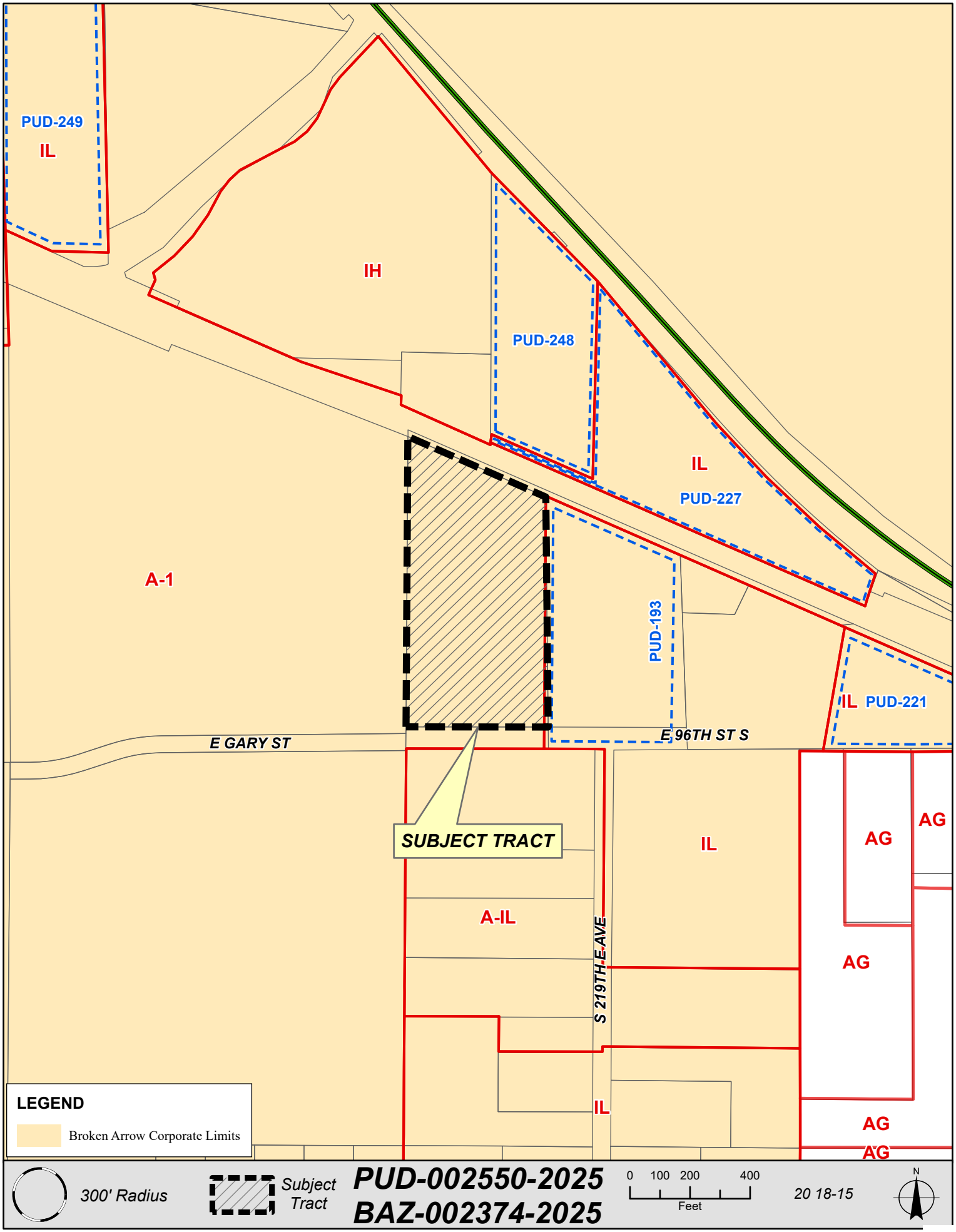
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3945

Recommendation:
Preview the Ordinance and set for adoption.


PUD-249
IL
IH
PUD-248
IL
PUD-227
A-1
PUD-193
IL PUD-221
E GARY ST
E 96TH ST S
SUBJECT TRACT
IL
AG
AG
A-IL
S 219TH E AVE
AG
IL
AG
AG
LEGEND
Broken Arrow Corporate Limits
300' Radius
Subject Tract
PUD-002550-2025
BAZ-002374-2025
0 100 200 400
Feet
20 18-15
N

ORDINANCE NO. 3945

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002374-2025 and PUD-002550-2025, and abrogating PUD-193 on this property, 9.15 acres, located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, and one-half mile west of Evans Road (255th E Avenue), granting IL (Industrial Light) zoning classification and PUD-002550-2025 upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an IL (Industrial Light) district; and

WHEREAS, rezoning request BAZ-002374-2025 and Planned Unit Development request (PUD-002550-2025) were approved by the Broken Arrow City Council on February 3, 2026; and

WHEREAS, the portion of PUD-193 that is on this property was abrogated by the Broken Arrow City Council on February 3, 2026; and

WHEREAS, the property is generally located one-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, and one-half mile west of Evans Road (255th E Avenue); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan in Level 6, provided that a PUD is present, and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for IL (Industrial Light) District Zoning (9.15 acres)

A tract of land in the Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Beginning at the Southwest corner of said NE/4, Thence North 00°07'45" West along the Westerly line thereof a distance of 1036.64 feet to a point on the Southerly Right-of-Way line of the MK&T Railroad; Thence South 67°02'44" East along said line a distance of 502.46 feet to the Northwest of Coach Port, an Addition in Wagoner County, State of Oklahoma, according to the recorded Plat thereof; Thence due South and along the West line of said Coach Port, a distance of 841.19 feet to the South line of said NE/4; Thence North 89°56'10" West along the Southerly line of said SW/4 NE/4 a distance of 460.34 feet to the Point of Beginning; LESS AND EXCEPT the South 75 feet thereof.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1044, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an ordinance closing a utility easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002666-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of an easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane).

The location and details of the easement to be closed are detailed in the "Utility Easement Partial Release - Exhibit 'A'" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of South 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002666-2026)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Utility Easement Partial Release – Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

UTILITY EASEMENT PARTIAL RELEASE

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF RECORDED IN THE IN THE TULSA COUNTY CLERKS OFFICE, BOOK: 1906, PAGE 418, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION ELEVEN (11); THENCE S88°35'11"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 835.04 TO A POINT ON THE SAID NORTH LINE; THENCE S01°22'43"E FOR A DISTANCE OF 131.32 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING S01°22'43"E FOR A DISTANCE OF 40.98 FEET; THENCE N88°37'17"E FOR A DISTANCE OF 445.00 FEET; THENCE S01°22'43"E FOR A DISTANCE OF 499.96 FEET; THENCE S88°50'39"W FOR A DISTANCE 6.00 FEET; THENCE N01°22'43"W FOR A DISTANCE OF 489.94 FEET; THENCE S88°37'17"W FOR A DISTANCE OF 449.00 FEET; THENCE N01°22'43"W FOR A DISTANCE OF 51.02 FEET; THENCE N88°47'45"E FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 7,899 SQUARE FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE NORTH LINE OF THE SE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS S88°35'11"W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF
BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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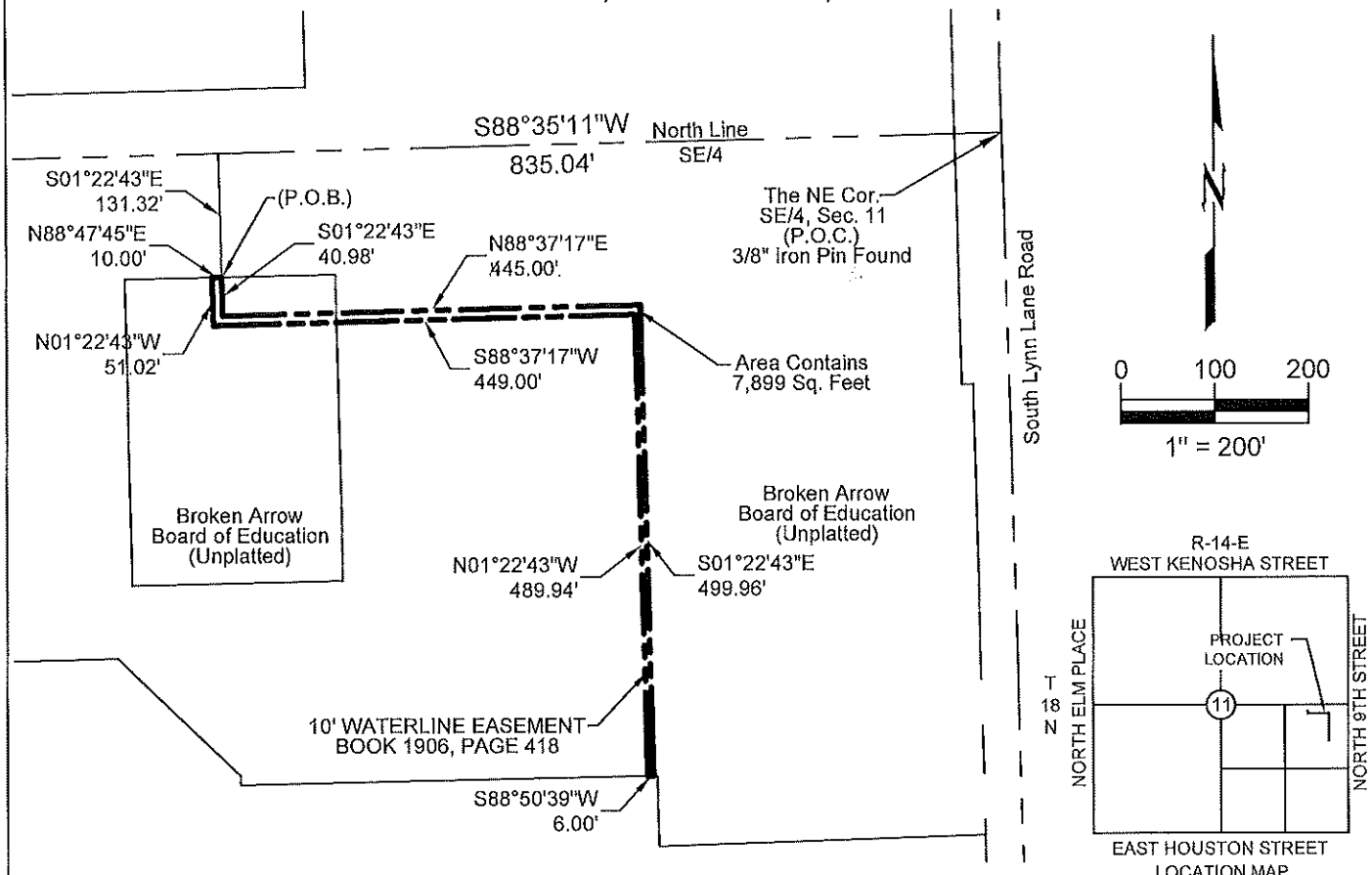
Utility Easement Partial Release "A"

SHEET 2 OF 2

A PART OF THE SE/4 OF SEC. 11, T.18 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



LOCATION MAP

SCALE: NTS

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE NORTH LINE OF THE SE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS S88°35'11"W.

LEGEND

P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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ORIG SIZE:8.5"X11"
PLOT:7/7/2026 2:44:30 PM
\\Chouteau-Server\Root\Jobs\2540130.20-BAPS Kirkland Natatorium-Wallace\Final Drawing\2540130.21 Q Easement Closures.dwg

Exhibit "A"
CLOSURE REPORT

North: 390928.2766' East: 2623962.2825'

Segment #1 : Line

Course: S01° 22' 43"E Length: 40.98'

North: 390887.3085' East: 2623963.2685'

Segment #2 : Line

Course: N88° 37' 17"E Length: 445.00'

North: 390898.0147' East: 2624408.1397'

Segment #3 : Line

Course: S01° 22' 43"E Length: 499.96'

North: 390398.1994' East: 2624420.1682'

Segment #4 : Line

Course: S88° 50' 39"W Length: 6.00'

North: 390398.0784' East: 2624414.1694'

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Exhibit "A"
CLOSURE REPORT

Segment #5 : Line

Course: N01° 22' 43"W Length: 489.94'

North: 390887.8766' East: 2624402.3820'

Segment #6 : Line

Course: S88° 37' 17"W Length: 449.00'

North: 390877.0741' East: 2623953.5119'

Segment #7 : Line

Course: N01° 22' 43"W Length: 51.02'

North: 390928.0793' East: 2623952.2844'

Segment #8 : Line

Course: N88° 47' 45"E Length: 10.00'

North: 390928.2895' East: 2623962.2822'

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Exhibit "A"
CLOSURE REPORT

Perimeter: 1991.91' Area: 7899.72 Sq. Ft.

Error Closure: 0.0129 Course: N01° 22' 59"W

Error North: 0.01288 East: -0.00031

Precision 1: 154410.85

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City of Broken Arrow

Request for Action

File #: 26-1045, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an ordinance closing a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002668-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane).

The location and details of the easement to be closed are detailed in the "Utility Easement Partial Release - Exhibit 'B'" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of South 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002668-2026)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Utility Easement Partial Release – Exhibit "B"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

UTILITY EASEMENT PARTIAL RELEASE

Exhibit "B"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4, NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF RECORDED IN THE IN THE TULSA COUNTY CLERKS OFFICE, BOOK: 1392, PAGE 424, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION ELEVEN (11); THENCE N01°14'58"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 225.69 FEET TO A POINT ON THE SAID EAST LINE; THENCE S88°45'41"W FOR A DISTANCE OF 613.00 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S01°14'58"E FOR A DISTANCE OF 227.56 FEET; THENCE S88°35'11"W FOR A DISTANCE OF 40.00 FEET; THENCE N01°14'58"W FOR A DISTANCE OF 227.67 FEET; THENCE N88°45'41"E FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 9,105 SQUARE FEET.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE EAST LINE OF THE SE/4, NE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS N01°14'58"W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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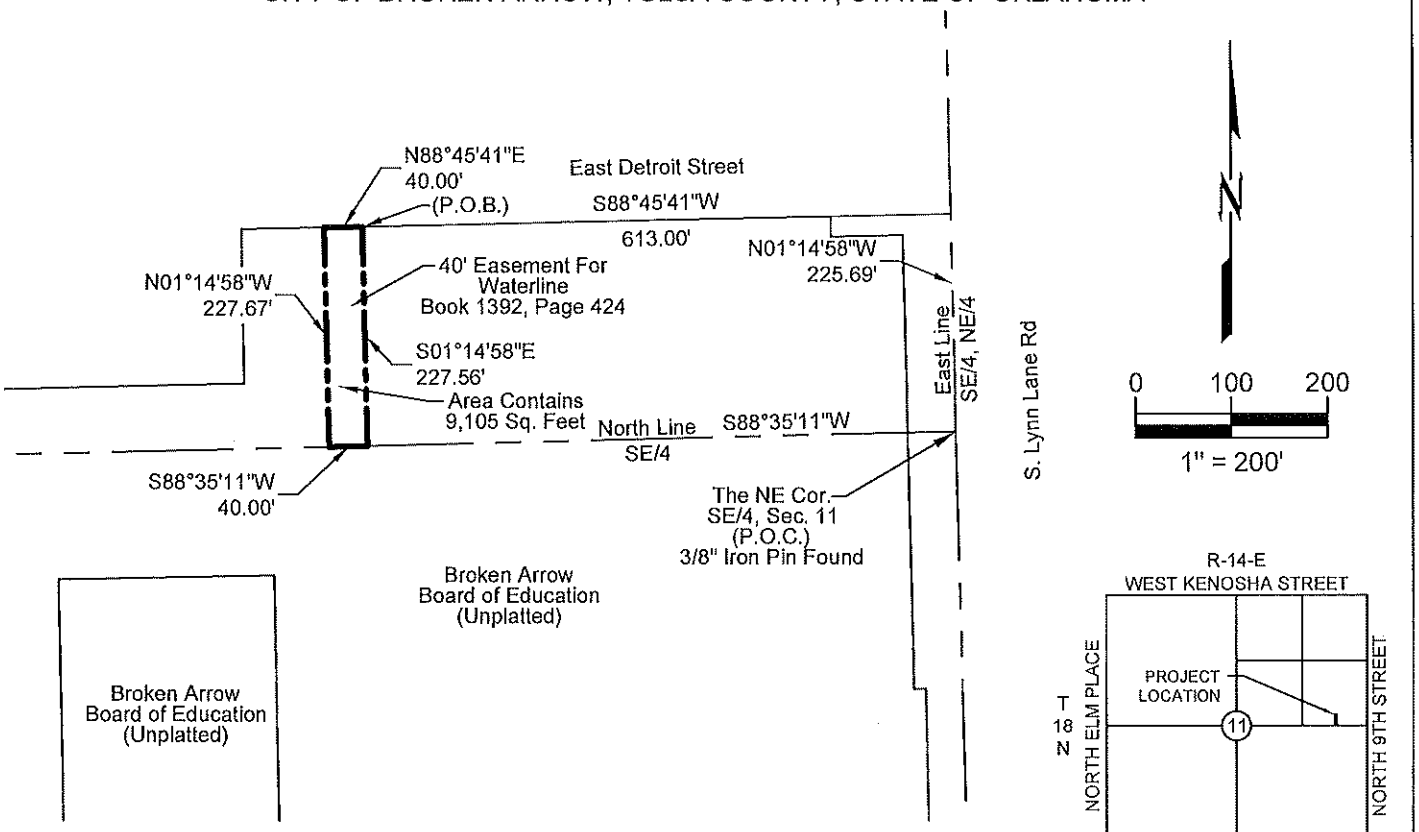
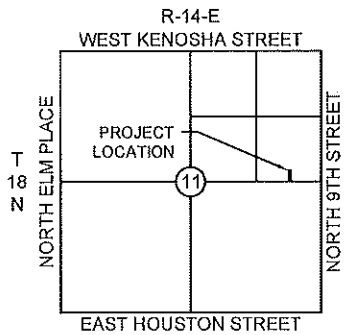
Utility Easement Partial Release "B"

SHEET 2 OF 2

A PART OF THE SE/4, NE/4 OF SEC. 11, T.18 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





LOCATION MAP

SCALE: NTS

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE EAST LINE OF THE SE/4, NE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS N01°14'58"W

LEGEND

P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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\\Chouteau-Server\Root\Jobs\2540130.20-BAPS Kirkland Natatorium-Wallace\Final Drawing\2540130.21 Q Easement Closures.dwg PLOT:7/7/2026 2:45:17 PM ORIG SIZE:8.5"X11"

Exhibit "B"
CLOSURE REPORT

North: 391292.5466' East: 2624176.0905'

Segment #1 : Line

Course: S01° 14' 58"E Length: 227.56'

North: 391065.0407' East: 2624181.0525'

Segment #2 : Line

Course: S88° 35' 11"W Length: 40.00'

North: 391064.0539' East: 2624141.0647'

Segment #3 : Line

Course: N01° 14' 58"W Length: 227.69'

North: 391291.6898' East: 2624136.0998'

Segment #4 : Line

Course: N88° 45' 41"E Length: 40.00'

North: 391292.5544' East: 2624176.0905'

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Exhibit "B"
CLOSURE REPORT

Perimeter: 535.25' Area: 9105.01 Sq. Ft.

Error Closure: 0.0078 Course: N00° 03' 11"W

Error North: 0.00783 East: -0.00001

Precision 1: 68621.79

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City of Broken Arrow

Request for Action

File #: 26-1046, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an ordinance closing a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002670-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of a waterline easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane).

The location and details of the easement to be closed are detailed in the "Utility Easement Partial Release - Exhibit 'C'" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of South 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002670-2026)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Utility Easement Partial Release – Exhibit "C"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

UTILITY EASEMENT PARTIAL RELEASE

Exhibit "C"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4, NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF RECORDED IN THE IN THE TULSA COUNTY CLERKS OFFICE, BOOK: 1392, PAGE 422, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION ELEVEN (11); THENCE N01°14'58"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 225.69 FEET TO A POINT ON THE SAID EAST LINE; THENCE S88°45'41"W FOR A DISTANCE OF 678.91 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S01°16'21"E FOR A DISTANCE OF 313.21 FEET; THENCE S88°43'39"W FOR A DISTANCE OF 60.00 FEET; THENCE N01°16'21"W FOR A DISTANCE OF 313.24 FEET; THENCE N88°45'41"E FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 0.43 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE NORTH LINE OF THE SE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS N01°14'58"W.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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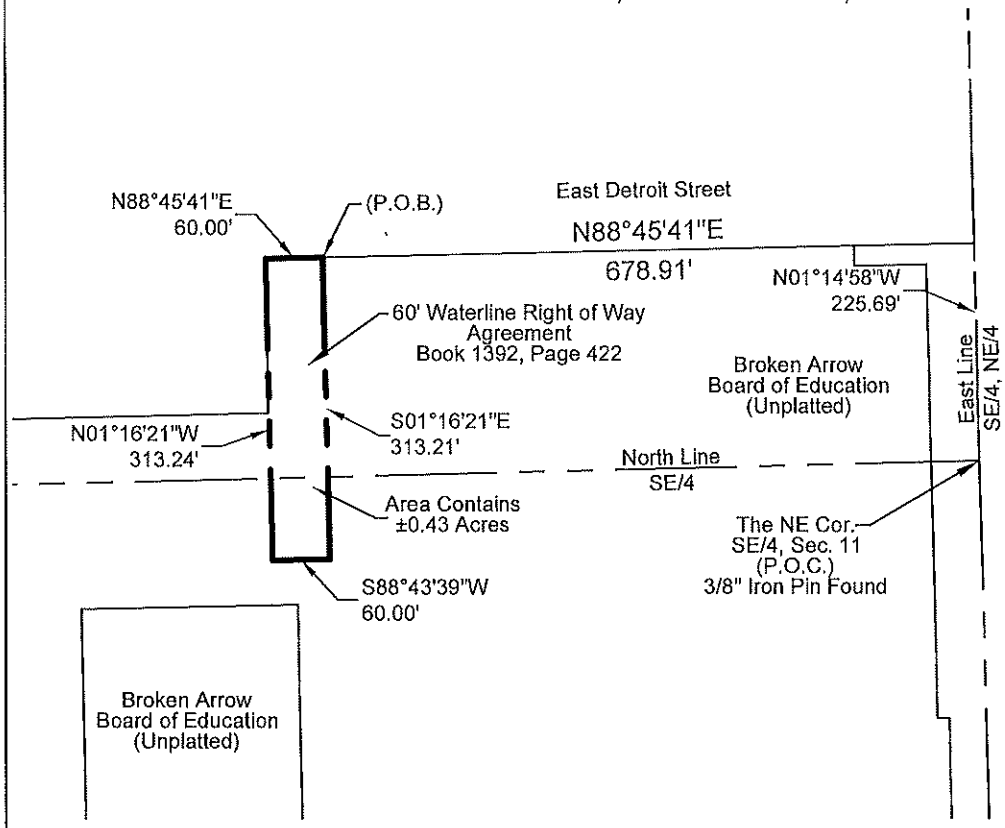
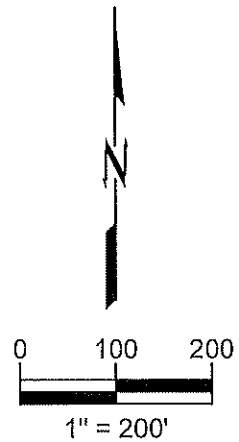
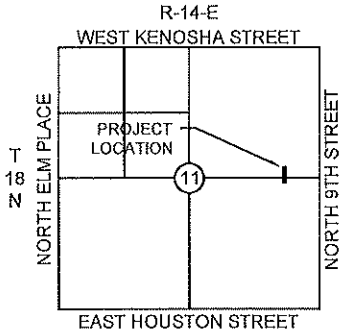
Utility Easement Partial Release "C"

SHEET 2 OF 2

A PART OF THE SE/4, NE/4, AND THE NE/4, SE/4 OF SEC. 11, T.18 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA







LOCATION MAP

SCALE: NTS

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE EAST LINE OF THE SE/4, NE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS N01°14'58"W.

LEGEND

P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 7TH DAY OF JULY 2026.

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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\\Chouteau-Server\RootJobs\2540130.20-BAPS Kirkland Natatorium-Wallace\Final Drawing\2540130.21 Q Easement Closures.dwg PLOT:7/7/2026 2:46:08 PM ORIG SIZE:8.5"X11"

Exhibit "C"
CLOSURE REPORT

North: 391291.1218' East: 2624110.1933'

Segment #1 : Line

Course: S01° 16' 21"E Length: 313.21'

North: 390977.9890' East: 2624117.1489'

Segment #2 : Line

Course: S88° 43' 39"W Length: 60.00'

North: 390976.6566' East: 2624057.1637'

Segment #3 : Line

Course: N01° 16' 21"W Length: 313.24'

North: 391289.8193' East: 2624050.2074'

Segment #4 : Line

Course: N88° 45' 41"E Length: 60.00'

North: 391291.1163' East: 2624110.1934'

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Exhibit "C"
CLOSURE REPORT

Perimeter: 746.45' Area: 18793.52 Sq. Ft.

Error Closure: 0.0055 Course: S01° 09' 47"E

Error North: -0.00549 East: 0.00011

Precision 1: 135718.18

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City of Broken Arrow

Request for Action

File #: 26-1047, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible preview of an ordinance partially closing a sanitary sewer easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002671-2026)

Background:
The property owner, or their representative, has submitted an application requesting the partial closure of a sanitary sewer easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of 9th Street (177th E Avenue/Lynn Lane).

The location and details of the easement to be closed are detailed in the "Sanitary Sewer Partial Release - Exhibit "A"" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

SANITARY SEWER PARTIAL RELEASE

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF RECORDED IN THE IN THE TULSA COUNTY CLERKS OFFICE, BOOK: 1955, PAGE 237, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION ELEVEN (11); THENCE S01°30'11"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION ELEVEN (11) FOR A DISTANCE OF 674.25 FEET; THENCE S88°50'39"W FOR A DISTANCE OF 470.22 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUING S88°50'39"W FOR A DISTANCE OF 59.69 FEET; THENCE N71°34'40"W FOR A DISTANCE OF 108.15 FEET; THENCE N65°48'49"W FOR A DISTANCE OF 371.52 FEET; THENCE S01°19'56"E FOR A DISTANCE OF 57.94 FEET; THENCE S88°37'11"W FOR A DISTANCE OF 20.00 FEET; THENCE N01°19'56"W FOR A DISTANCE OF 67.51 FEET; THENCE N65°48'49"W FOR A DISTANCE OF 371.24 FEET; THENCE N01°16'21"W FOR A DISTANCE OF 22.15 FEET; THENCE S65°48'49"E FOR A DISTANCE OF 773.44 FEET; THENCE S71°34'40"E FOR A DISTANCE OF 163.38 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 0.44 ACRES, MORE OR LESS.

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE EAST LINE OF THE SE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS S01°30'11"E.

SURVEYOR'S CERTIFICATE

I, AARON BURNS, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 8TH DAY OF JULY 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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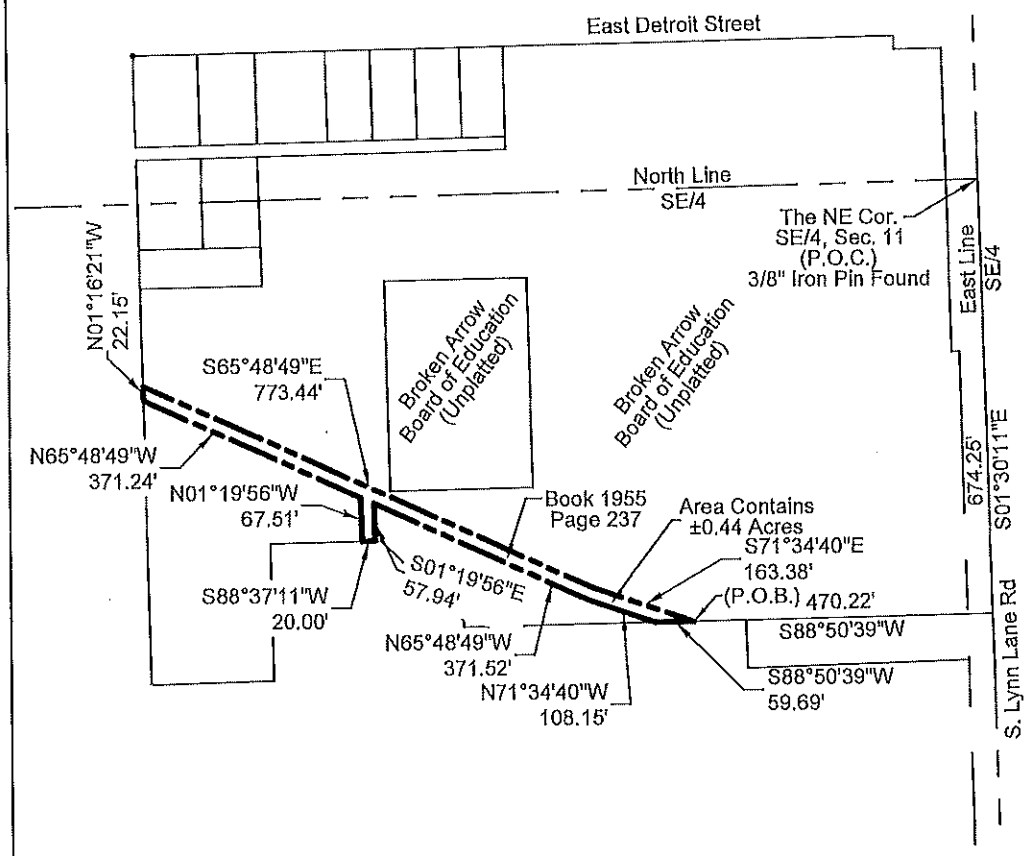
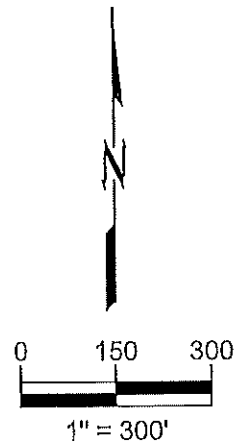
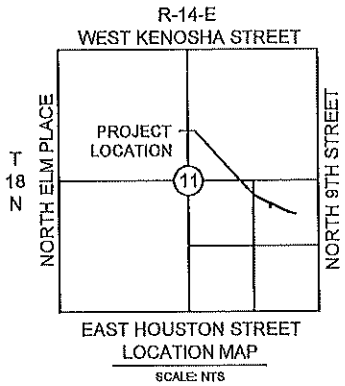
Sanitary Sewer Partial Release "A"

SHEET 2 OF 2

A PART OF THE SE/4 OF SEC. 11, T.18 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA







LOCATION MAP

SCALE: NTS

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE EAST LINE OF THE SE/4, SEC. 11, T-18-N, R-14-E, I.B.& M. AS S01°30'11"E.

LEGEND

P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 8TH DAY OF JULY 2026.

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

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\\Chouteau-Server\RootJobs\2540130.20-BAPS Kirkland Natatorium-Wallace\Final Drawing\2540130.21 Q Easement Sanitary Sewer.dwg PLOT:7/8/2026 12:38:30 PM ORIG SIZE:8.5"X11"

Exhibit "A"
CLOSURE REPORT

North: 390396.6024' East: 2624341.4692'

Segment #1 : Line

Course: S88° 50' 39"W Length: 59.69'

North: 390395.3984' East: 2624281.7914'

Segment #2 : Line

Course: N71° 34' 40"W Length: 108.15'

North: 390429.5756' East: 2624179.1837'

Segment #3 : Line

Course: N65° 48' 49"W Length: 371.52'

North: 390581.7897' East: 2623840.2766'

Segment #4 : Line

Course: S01° 19' 56"E Length: 57.94'

North: 390523.8654' East: 2623841.6237'

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Exhibit "A"
CLOSURE REPORT

Segment #5 : Line

Course: S88° 37' 11"W Length: 20.00'

North: 390523.3836' East: 2623821.6295'

Segment #6 : Line

Course: N01° 19' 56"W Length: 67.51'

North: 390590.8754' East: 2623820.0599'

Segment #7 : Line

Course: N65° 48' 49"W Length: 371.24'

North: 390742.9748' East: 2623481.4083'

Segment #8 : Line

Course: N01° 16' 21"W Length: 22.15'

North: 390765.1193' East: 2623480.9164'

Segment #9 : Line

Course: S65° 48' 49"E Length: 773.44'

North: 390448.2360' East: 2624186.4619'

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Exhibit "A"
CLOSURE REPORT

Segment #10 : Line

Course: S71° 34' 40"E Length: 163.38'

North: 390396.6052' East: 2624341.4693'

Perimeter: 2015.02' Area: 19353.42 Sq. Ft.

Error Closure: 0.0027 Course: N00° 53' 52"E

Error North: 0.00273 East: 0.00004

Precision 1: 746303.70

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Ordinance No. XXXX

An ordinance partially closing a sanitary sewer easement on property located nearly one-half mile north of East Houston Street (81st Street), and one-fourth mile west of South 9th Street (177th E Avenue), Tulsa County, State of Oklahoma, (Section 11, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002671-2026)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See "Sanitary Sewer Partial Release – Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1096, **Version:** 1

Broken Arrow City Council
06-15-2026

Title:

Consideration, discussion, and possible preview of Ordinance No. 3924, an Ordinance amending the Zoning Ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002575-2025 (Rezoning) and PUD-002514-2025 (Planned Unit Development) and, Pediatrics Plus, located just south of Washington St (91st Street) and just east of Aspen Ave (145th E Avenue), granting CG & AG zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:

PUD-002514-2025 proposes to create a Planned Unit Development for a proposed "therapeutic farm". The property is located south of Washington St (91st Street) and east of Aspen Ave (145th East. Avenue). BAZ-002575-2025/PUD-002514-2025 proposes to change the zoning designation for a pediatric therapy farm on 14.55 acres of land from RS and RM to CG and AG. More specifically 7.98 acres will be rezoned to CG to develop a pediatric therapy center while 6.57 acres will be rezoned to AG. This split zoning will allow for the rear portion of the property to be used for the "farm" aspect of development.

Cost: $0

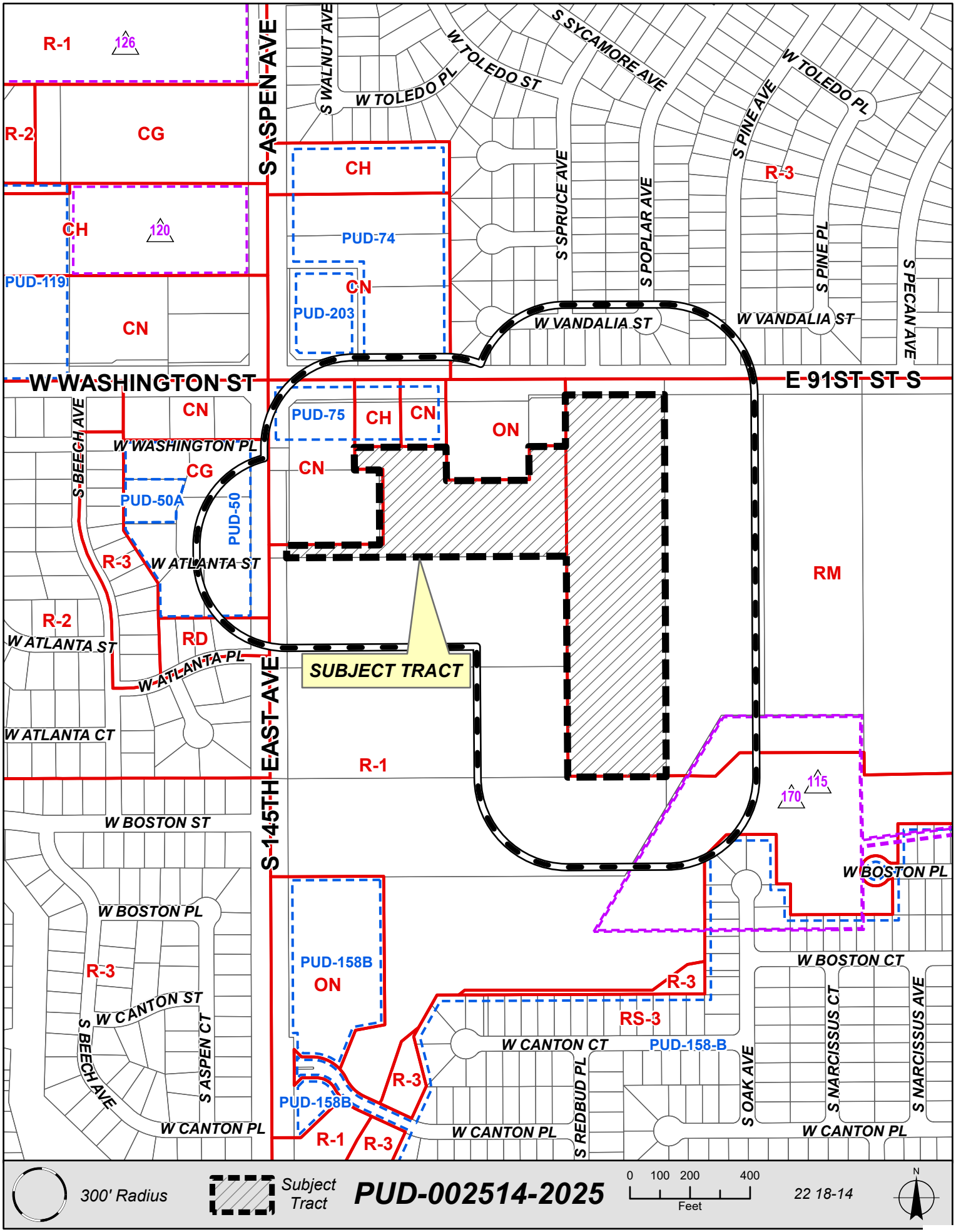
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance

Recommendation:
Preview Ordinance No. 3924 and set for adoption.


R-1
126
R-2
CG
CH
120
PUD-119
CN
S ASPEN AVE
S WALNUT AVE
W TOLEDO PL
W TOLEDO ST
S SYCAMORE AVE
W TOLEDO PL
CH
PUD-74
CN
PUD-203
S SPRUCE AVE
S POPLAR AVE
S PINE AVE
R-3
S PINE PL
S PECAN AVE
W VANDALIA ST
W VANDALIA ST
W WASHINGTON ST
E 91ST ST S
CN
S BEECH AVE
W WASHINGTON PL
PUD-75
CH
CN
ON
CN
CG
PUD-50A
PUD-50
R-3
W ATLANTA ST
RM
R-2
W ATLANTA ST
RD
W ATLANTA PL
SUBJECT TRACT
W ATLANTA CT
S 145TH EAST AVE
R-1
115
170
W BOSTON ST
W BOSTON PL
W BOSTON PL
PUD-158B
ON
W BOSTON CT
R-3
R-3
RS-3
W CANTON ST
S BEECH AVE
S ASPEN CT
W CANTON CT
PUD-158-B
S OAK AVE
S REDBUD PL
S NARCISSUS CT
S NARCISSUS AVE
R-3
PUD-158B
W CANTON PL
W CANTON PL
W CANTON PL
R-1
R-3
300' Radius
Subject Tract
PUD-002514-2025
0 100 200 400
Feet
22 18-14
N

ORDINANCE NO. 3924

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002489-2025/PUD-0025-2025, generally located south of Washington St (91st Street) and east of Aspen Ave (145th E Avenue), granting CG (Commercial General) and AG (Agriculture) zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a CG (Commercial General) and AG (Agriculture) district; and

WHEREAS, rezoning case BAZ-002575-2025/PUD-002514-2025 (RS & RM to CG & AG) was approved by the Broken Arrow City Council on February 3, 2026; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located south of Washington St (91st Street) and east of Aspen Ave (145th E Avenue); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Wagoner County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002575-2025/PUD-002514-2025

CG ZONE LEGAL DESCRIPTION

BEING PART OF THE NW ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DESCRIBED AS:
COMMENCING AT THE NW CORNER OF THE NW ¼ OF THE NW ¼ AND RUNNING SOUTH A DISTANCE OF 545 FEET; THENCE EAST A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 310 FEET; THENCE NORTH A DISTANCE OF 250 FEET; THENCE WEST A DISTANCE OF 75 FEET; THENCE NORTH A

DISTANCE OF 75 FEET; THENCE EAST A DISTANCE OF 299 FEET; THENCE SOUTH A DISTANCE OF 114 FEET; THENCE EAST A DISTANCE OF 276 FEET; THENCE NORTH A DISTANCE OF 114 FEET; THENCE EAST A DISTANCE OF 120 FEET; THENCE NORTH A DISTANCE OF 170 FEET; THENCE EAST A DISTANCE OF 330 FEET; THENCE SOUTH A DISTANCE OF 318 FEET; THENCE WEST A DISTANCE OF 152 FEET; THENCE SOUTH A DISTANCE OF 160 FEET; THENCE WEST A DISTANCE OF 177 FEET; THENCE SOUTH A DISTANCE OF 61 FEET; THENCE WEST A DISTANCE OF 930 FEET; THENCE NORTH A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING, HAVING A TOTAL AREA OF 7.98 ACRES, MORE OR LESS, and the same is hereby changed from RS (Residential Single-Family) and RM (Residential Multi-Family) to CG (Commercial General)

AG ZONE LEGAL DESCRIPTION

BEING PART OF THE NW ¼ OF THE NW ¼ OF SECTION 22, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, OKLAHOMA, DESCRIBED AS:
COMMENCING AT THE NW CORNER OF THE NW ¼ OF THE NW ¼ AND RUNNING SOUTH A DISTANCE OF 587 FEET; THENCE EAST A DISTANCE OF 990 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 61 FEET; THENCE EAST A DISTANCE OF 177 FEET; THENCE NORTH A DISTANCE OF 160 FEET; THENCE EAST A DISTANCE OF 152 FEET; THENCE SOUTH A DISTANCE OF 952 FEET; THENCE WEST A DISTANCE OF 330 FEET; THENCE NORTH A DISTANCE OF 733 FEET TO THE POINT OF BEGINNING, HAVING A TOTAL AREA OF 6.57 ACRES, MORE OR LESS., and the same is hereby changed from the zoning RS (Residential Single-Family) & RM (Residential Multi-Family) to AG (Agriculture).

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1097, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3924; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3924.

City of Broken Arrow

Request for Action

File #: 26-1094, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3925 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002489-2025 and PUD-2490-2025 (Planned Unit Development), located west of the Creek Turnpike, east of North 37th Street (South 209th East Avenue), and north of East Houston Street (East 81st Street) granting CH (Commercial Heavy) and IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On January 6, 2026, the City Council reviewed and approved BAZ-002489-2025 to change the zoning on 24.9 acres from A-1 (Agricultural) to CH (Commercial Heavy) and IL (Industrial Light), and PUD-002490-2025, for a Planned Unit Development for American Storage of BA. The property is located west of the Creek Turnpike, east of N. 37th Street (S. 209th East Ave.) and north of E. Houston Street (E. 81st Street). The property will be platted, and the development proposes to create a retail, office/warehouse, outdoor storage, and mini storage development with commercial frontage along S. 209th East Avenue. A 50' landscape buffer along the Creek Turnpike boundary will be provided, a 10' landscape buffer along the northern boundary of Development Area A, and a 20' landscape buffer along the southern boundary of Development Area B. A minimum of 12% of the development shall be preserved as open space.

Zoning Change: A-1 to CH & IL/PUD-002490-2025

Acreage: 10.60 acres

Cost: $0

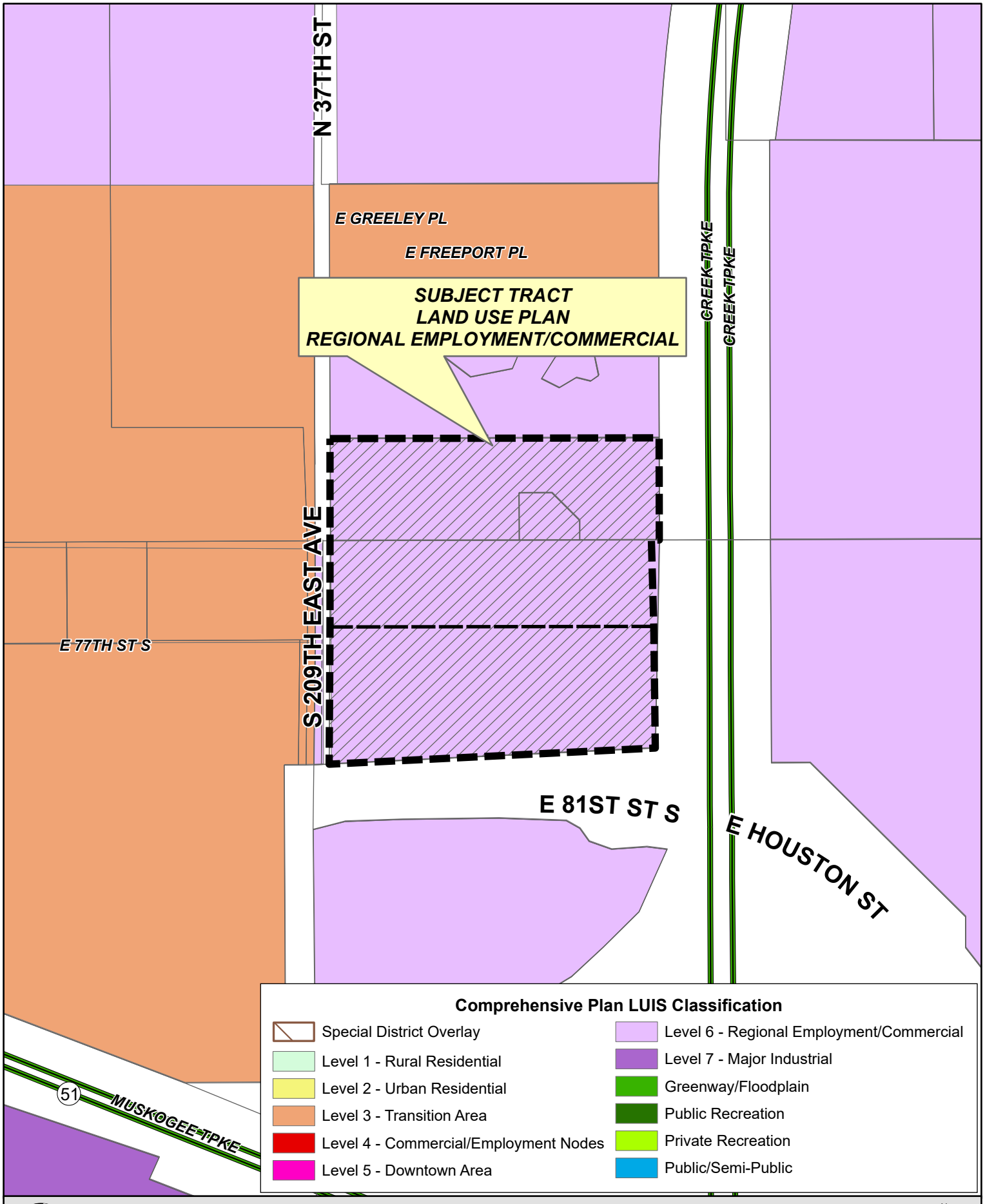
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Ordinance No. 3925

Recommendation:
Adopt Ordinance No. 3925 and approve the emergency clause.


N 37TH ST
E GREELEY PL
E FREEPORT PL
SUBJECT TRACT
LAND USE PLAN
REGIONAL EMPLOYMENT/COMMERCIAL
CREEK TPKE
CREEK TPKE
S 209TH EAST AVE
E 77TH ST S
E 81ST ST S
E HOUSTON ST
51
MUSKOGEE TPKE
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002489-2025
0 100 200 400
Feet
08 18-15
N

ORDINANCE NO. 3925

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002489-2025/PUD-0025-2025, generally located west of the Creek Turnpike, east of South 209th East Avenue (N. 37th Street), and north of East Houston Street (East 81st Street), granting CH (Commercial Heavy) and IL (Industrial Light) zoning classifications upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a CH (Commercial Heavy) and IL (Industrial Light) district; and

WHEREAS, rezoning case BAZ-002489-2025/PUD-002490-2025 (AG to CH & IL) was approved by the Broken Arrow City Council on January 6, 2026; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located west of the Creek Turnpike, east of South 209th East Avenue (N. 37th Street), and north of East Houston Street (East 81st Street); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Wagoner County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002489-2025/PUD-002490-2025

CH (COMMERCIAL HEAVY) REZONING LEGAL DESCRIPTION
A TRACT OF LAND LYING IN PARTIALLY IN LOT ONE (1), BLOCK ONE (1) TEE TOWN RANCH AND BEING PART OF THE E/2 OF SECTION EIGHT (8) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA

COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: **COMMENCING (P.O.C.)** AT THE SOUTHWEST CORNER OF THE SW/4 OF SECTION EIGHT (8) THENCE N01°23'01"W AND ALONG THE WEST LINE OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 1899.54 FEET; THENCE N88°36'59"E FOR A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING (P.O.B.)**; THENCE N01°23'01"W FOR A DISTANCE OF 741.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE (1) BLOCK ONE (1); THENCE N01°24'58"W ALONG THE WEST LINE OF SAID LOT ONE (1), BLOCK ONE (1) FOR A DISTANCE OF 330.00 FEET; THENCE N88°47'15"E FOR A DISTANCE OF 1063.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT ONE (1), BLOCK ONE (1); THENCE S01°25'22"E ALONG THE EAST LINE OF SAID LOT ONE (1), BLOCK ONE (1) FOR A DISTANCE OF 330.00 FEET; THENCE S88°44'47"W FOR DISTANCE OF 25.93 FEET; THENCE S02°44'05"E FOR A DISTANCE OF 276.01 FEET; THENCE S87°15'55"W FOR A DISTANCE OF 393.91 FEET; THENCE N01°12'45"E FOR A DISTANCE OF 274.80 FEET;; THENCE S88°37'32"W FOR A DISTANCE OF 400.82 FEET; THENCE S01°23'37"E FOR A DISTANCE OF 711.26 FEET; THENCE S84°42'29"W FOR A DISTANCE OF 250.58 FEET TO THE POINT OF **BEGINNING (P.O.B.).** SAID TRACT CONTAINING 14.89 ACRES, MORE OR LESS.

IL (INDUSTRIAL LIGHT) REZONING LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE E/2 OF SECTION EIGHT (8) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF THE SW/4 OF SECTION EIGHT (8) THENCE N01°23'01"W AND ALONG THE WEST LINE OF SAID SECTION EIGHT (8) FOR A DISTANCE OF 1899.54 FEET; THENCE N88°36'59"E FOR A DISTANCE OF 50.00 FEET; THENCE N84°42'29"E FOR A DISTANCE OF 250.58 FEET TO THE POINT OF **BEGINNING (P.O.B.)**; THENCE N01°23'37"W FOR A DISTANCE OF 711.26 FEET; THENCE N88°37'32"E FOR A DISTANCE OF 400.82 FEET; THENCE S01°12'45"E FOR A DISTANCE OF 274.80 FEET; THENCE N87°15'55"E FOR A DISTANCE OF 393.91 FEET; THENCE S02°44'05"E FOR A DISTANCE OF 390.94 FEET; THENCE S84°42'29"W FOR A DISTANCE OF 804.76 FEET TO THE POINT OF **BEGINNING (P.O.B.).** SAID TRACT CONTAINING 10.07 ACRES, MORE OR LESS.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1095, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3925; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3925.

City of Broken Arrow

Request for Action

File #: 26-1098, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3926 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002505-2025, located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue), granting IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On December 2, 2025, the City Council reviewed and approved BAZ-002505-2025 to change the zoning on 99.52 acres from AG (Agricultural) to IL (Industrial Light) for Arrow Forge. The property is located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue). The development is for an innovation district. This investment by Broken Arrow voters, who approved the initial infrastructure needed to create an innovation district in the 2018 General Obligation Bond, exemplifies the city's dedication to economic growth and innovation.

Zoning Change: AG to IL

Acreage: 99.52 acres

Cost: $0

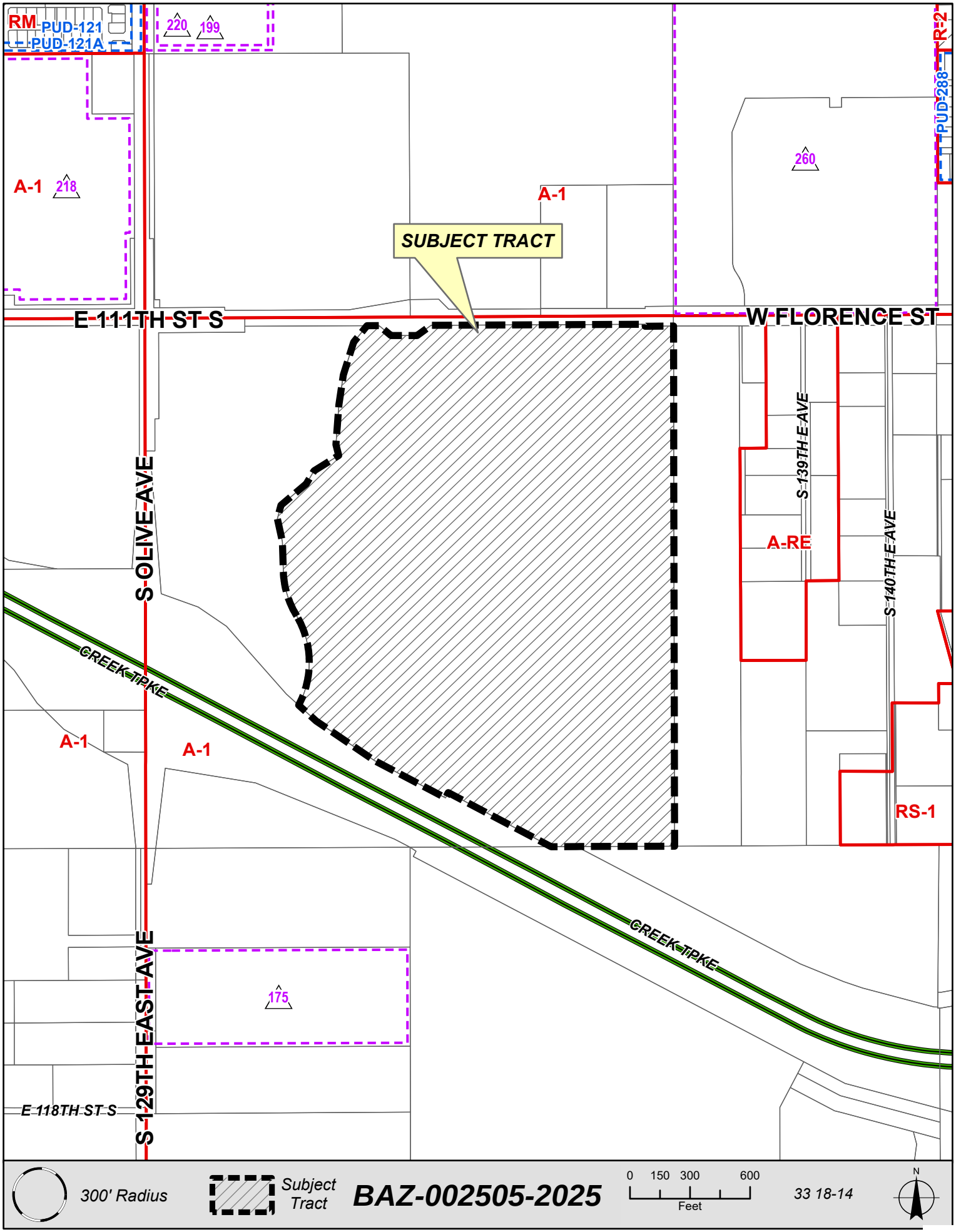
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Ordinance No. 3926

Recommendation:
Adopt Ordinance No. 3926 and approve the emergency clause.


RM
PUD-121
PUD-121A
220
199
A-1
218
A-1
260
PUD-288
TR-2
SUBJECT TRACT
E 111TH ST S
W FLORENCE ST
S OLIVE AVE
S 139TH E AVE
S 140TH E AVE
A-RE
CREEK TPKE
A-1
A-1
RS-1
CREEK TPKE
175
S 129TH EAST AVE
E 118TH ST S
300' Radius
Subject Tract
BAZ-002505-2025
0 150 300 600
Feet
33 18-14
N

ORDINANCE NO. 3926

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002505-2025, generally located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue), granting IL (Industrial Light) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an IL (Industrial Light) district; and

WHEREAS, rezoning case BAZ-002505-2025 (AG to IL) was approved by the Broken Arrow City Council on December 2, 2025; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Wagoner County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002489-2025/PUD-002490-2025

IL (INDUSTRIAL LIGHT) REZONING LEGAL DESCRIPTION

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly

described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1° 14’45” East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1° 14’45” East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88° 36’01” West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line for the Creek Turnpike; Thence along said Northerly right-of-way line of the following Five (5) courses: North 63°26’36” West for a distance of 579.83 feet; Thence South 26°33’23” West for a distance of 30.00 feet; Thence North 63°26’36” West for a distance of 400.58 feet; Thence North 56°54’49” West for a distance of 351.70 feet; Thence North 49°03’43” West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non—tangent curve to the left, having an initial tangent bearing of North 26°41’34” East, a central angle of 58°03’ 11 ”, with a chord bearing and distance of North 2°20’01” West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31°21’37” West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28°24’ 11 ”, with a chord bearing and distance of North 17°09”31” West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2°57’25” West for a distance of 148.00 feet; Thence North 13°27’36” West for a distance of 118.00 feet; Thence North 13°26’14” East for a distance of 70.00 feet; Thence North 48°52’56” East for a distance of 165.00 feet; Thence North 29°45’30” East for a distance of 76.00 feet; Thence North 56°50’08” East for a distance of 145.00 feet; Thence North 15°33’10” West for a distance of 56.00 feet; Thence North 3° 18’42” East for a distance of 200.00 feet; Thence North 7°04’09” East for a distance of 150.00 feet; Thence North 16°26’17” East for a distance of 172.00 feet; Thence North 37°45’14” East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88°34’42” East and parallel with the North Une of the NW/4, for a distance of 60.35 feet; Thence South 51°36’57” East for a distance of 78.10 feet; Thence North 88°34’42” East and parallel with said North Une, for a distance of 130.00 feet; Thence North 53°02’27” East for a distance of 86.02 feet; Thence North 88°34’42” East and parallel with the North Une, for a distance of 1069.71 feet, Thence South 1°25’18” East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88°34’42” East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1099, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3926; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3926.

City of Broken Arrow

Request for Action

File #: 26-1091, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3927 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On July 14, 2025, the City Council reviewed and approved BAZ-002238-2025 to change the zoning on 6.45 acres from A-1 (Agricultural) to CG (Commercial General) for Harvest Church. The property is located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road).

Zoning Change: A-1 to CG/BAZ-002238-2025

Acreage: 6.45 acres

Cost: $0

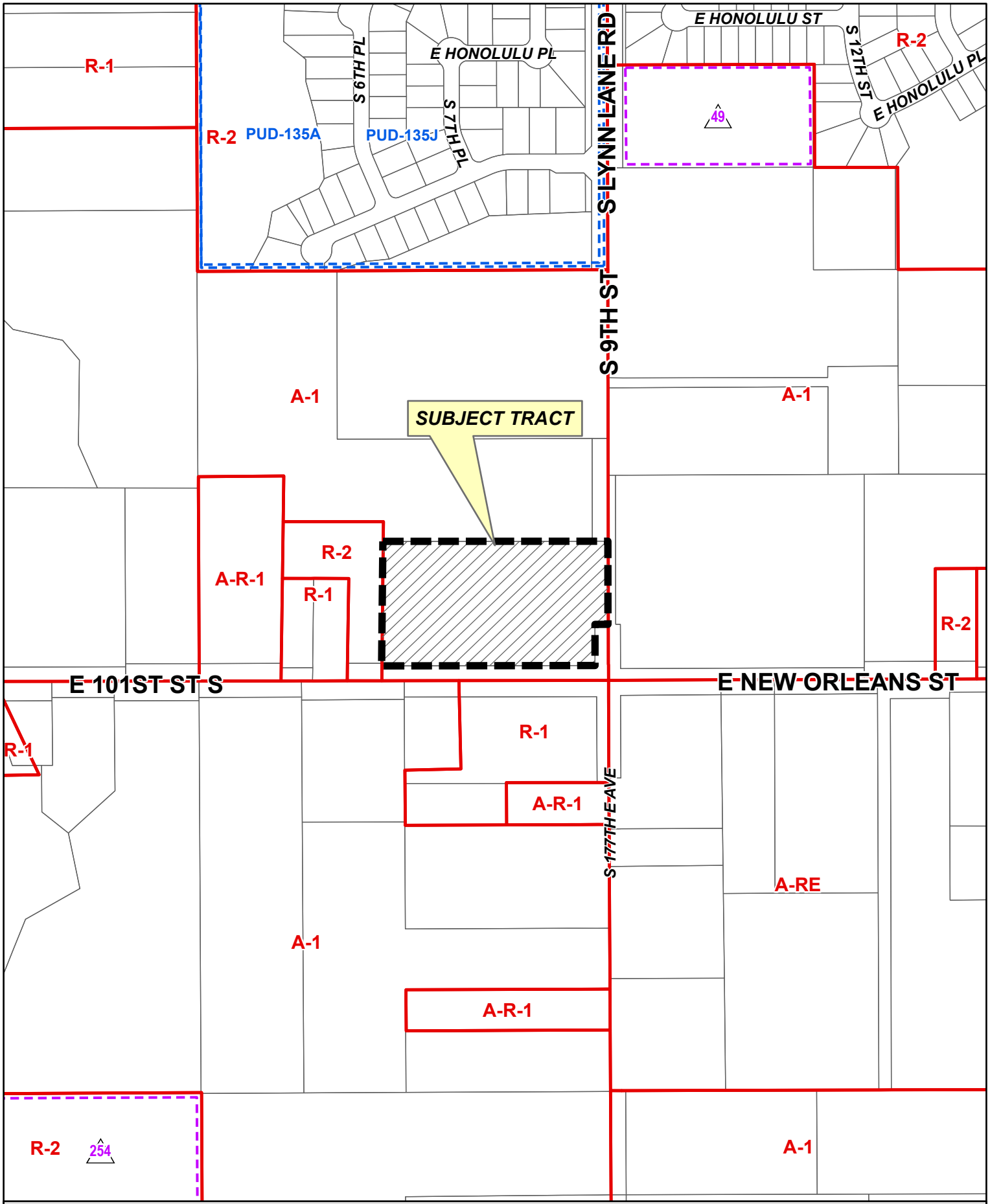
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Ordinance No. 3927

Recommendation:
Adopt Ordinance No. 3927 and approve the emergency clause.


R-1
R-2
PUD-135A
PUD-135J
S 6TH PL
S 7TH PL
E HONOLULU PL
E HONOLULU ST
S 12TH ST
E HONOLULU PL
49
S LYNN LANE RD
S 9TH ST
A-1
SUBJECT TRACT
A-1
A-R-1
R-2
R-1
R-2
E 101ST ST S
E NEW ORLEANS ST
R-1
R-1
A-R-1
S 177TH E AVE
A-RE
A-1
A-R-1
R-2
254
A-1
300' Radius
Subject Tract
BAZ-002238-2025
0 100 200 400
Feet
23 18-14
N

ORDINANCE NO. 3927

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002238-2025, **generally located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road) granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for a CG (Commercial General) district; and

WHEREAS, rezoning case BAZ-002238-2025 (A-1 to CG) was approved by the Broken Arrow City Council on July 14, 2025; and

WHEREAS, the property is being platted; and

WHEREAS, the property is generally located at the northwest corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane Road)

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-002238-2025

CG (COMMERCIAL GENERAL) REZONING LEGAL DESCRIPTION
A tract of land lying in the Southeast Quarter of the Southeast Quarter (SE/4 SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:
The South 451.80 feet of the East 726.00 feet of the Southeast Quarter of the Southeast Quarter

(SE/4 SE/4) of said Section Twenty-three (23), LESS a tract described as follows: BEGINNING 726.00 feet West of the Southeast corner of the said Section Twenty-three (23); Thence North 50.00 feet; Thence East 686.00 feet; Thence North 132.47 feet; Thence East 40 feet; Thence South 182.44 feet; Thence West 726.00 feet to the POINT OF BEGINNING.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this _ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1093, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3927; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3927.

City of Broken Arrow

Request for Action

File #: 26-1081, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3930 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002425-2025 and PUD-2428-2025 (Planned Unit Development), located at the northeast corner of the intersection of New Orleans Street (101st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CG (Commercial General) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On November 4, 2025, the City Council reviewed and approved BAZ-002425-2025 to change the zoning on 10.60 acres from AG (Agricultural) to CG (Commercial General), and PUD-002428-2025, for a Planned Unit Development for Tower Corner. The property is located at the northeast corner of the intersection of New Orleans Street (101st Street) and 9th Street (177th E Avenue/Lynn Lane). The property is currently unplatted; however, the Broken Arrow Municipal Authority dedicated right-of-way to the City of Broken Arrow along both street frontages. The development includes a municipal water tower and is anticipated to include future commercial uses.

Zoning Change: AG to CG/PUD-002428-2025

Acreage: 10.60 acres

Cost: $0

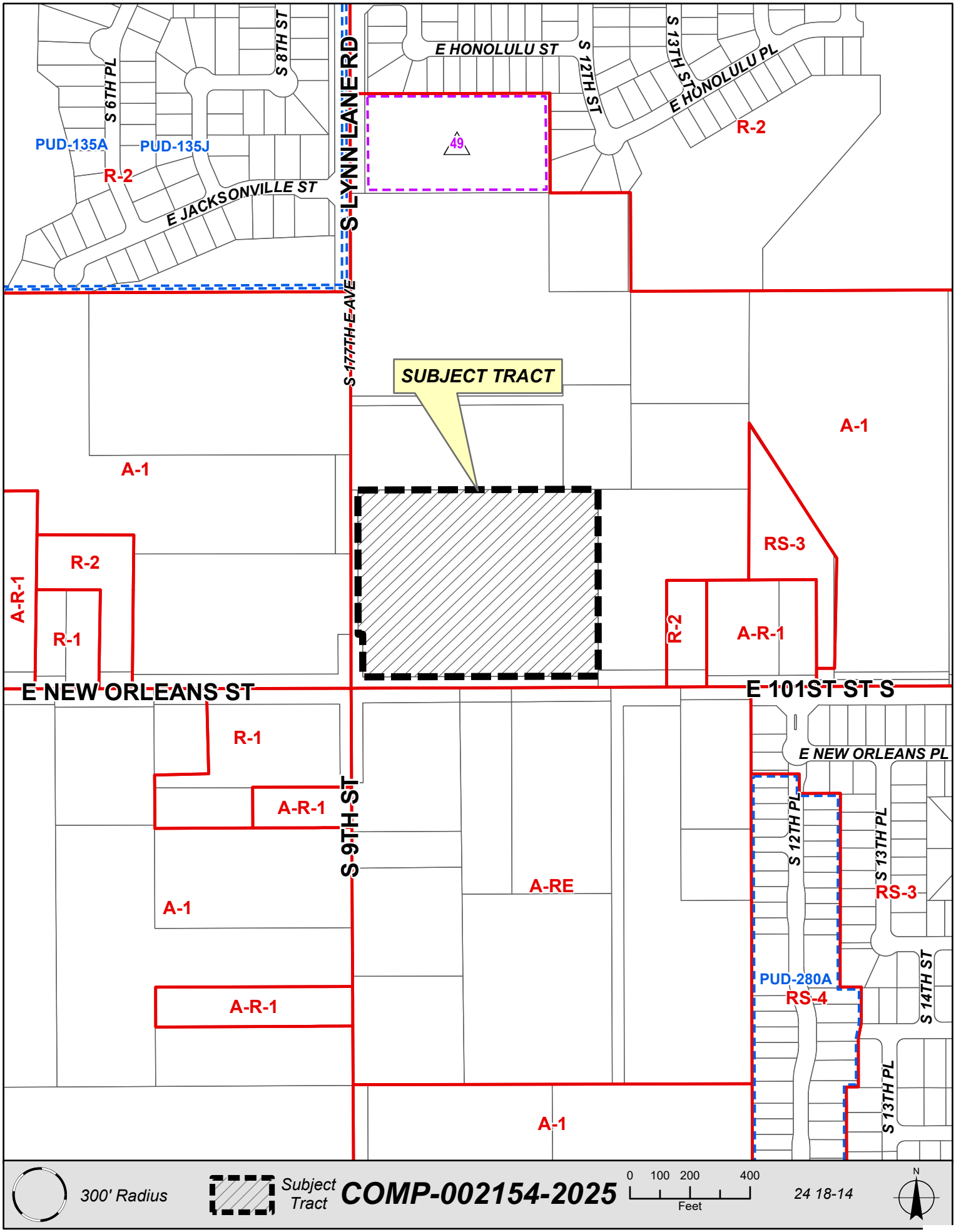
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Ordinance No. 3930

Recommendation:
Adopt Ordinance No. 3930 and approve the emergency clause.


S 6TH PL
S 8TH ST
S LYNN LANE RD
E HONOLULU ST
S 12TH ST
S 13TH ST
E HONOLULU PL
R-2
PUD-135A
PUD-135J
R-2
49
E JACKSONVILLE ST
S 177TH E AVE
SUBJECT TRACT
A-1
A-1
RS-3
A-R-1
R-2
R-2
R-1
A-R-1
R-2
E NEW ORLEANS ST
E 101ST ST S
E NEW ORLEANS PL
R-1
A-R-1
S 9TH ST
S 12TH PL
S 13TH PL
RS-3
A-RE
A-1
PUD-280A
RS-4
S 14TH ST
A-R-1
S 13TH PL
A-1
300' Radius
Subject Tract
COMP-002154-2025
0 100 200 400
Feet
24 18-14
N

ORDINANCE NO. 3930

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002425-2025 and PUD-002428-2025, located at the northeast corner of New Orleans Street (101st Street) and 9th Street (177th East Avenue/Lynn Lane), granting CG (Commercial General) zoning classification and a Planned Unit Development upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an ON (Office Neighborhood) district; and

WHEREAS, rezoning request BAZ-002425-2025 and Planned Unit Development request PUD-002428-2025, were approved by the Broken Arrow City Council on November 4, 2025; and

WHEREAS, the City of Broken Arrow Municipal Authority acquired this property on October 10, 2017, for the purpose of constructing an elevated water tower and for commercial development (Document No. 2017094793); and

WHEREAS, the City of Broken Arrow Municipal Authority dedicated right-of-way along both arterial street frontages adjacent to this parcel on May 2, 2025 (Document No. 2025047819). After dedication of right-of-way, the remaining parcel area contains 10.60 acres, as recorded in Tulsa County; and

WHEREAS, the property is generally located at the northeast corner of New Orleans Street (101st Street) and 9th Street (177th East Avenue/Lynn Lane); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for CG Zoning (10.60-acres)

The South 660 feet of the West 825 feet of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Twenty-four (24), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Less and Except the South 24.75 feet and Less and Except the West 24.75 feet thereof, and Less and Except Beginning 182.50 feet North and 24.75 feet East of the Southwest corner of the Southwest Quarter (SW/4); Thence East 15.25 feet; Thence South 142.50 feet; Thence East 790.75 feet; Thence South 15.25 feet; Thence West 806 feet; Thence North 157.75 feet to the Point of Beginning.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1082, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3930; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3930.

City of Broken Arrow

Request for Action

File #: 26-1083, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3931 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002491-2025, located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue), granting ON (Office Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
BAZ-0025245-2025 is a request to rezone 8.01 acres from AG (Agricultural) to ON (Office Neighborhood). The property is located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue). The property is currently unplatted; however, the City of Broken Arrow acquired right-of-way along both street frontages in 2009 in advance of the Aspen Avenue widening project. The development will include a place of assembly

Zoning Change: AG to ON

Acreage: 8.01 acres

Cost: $0

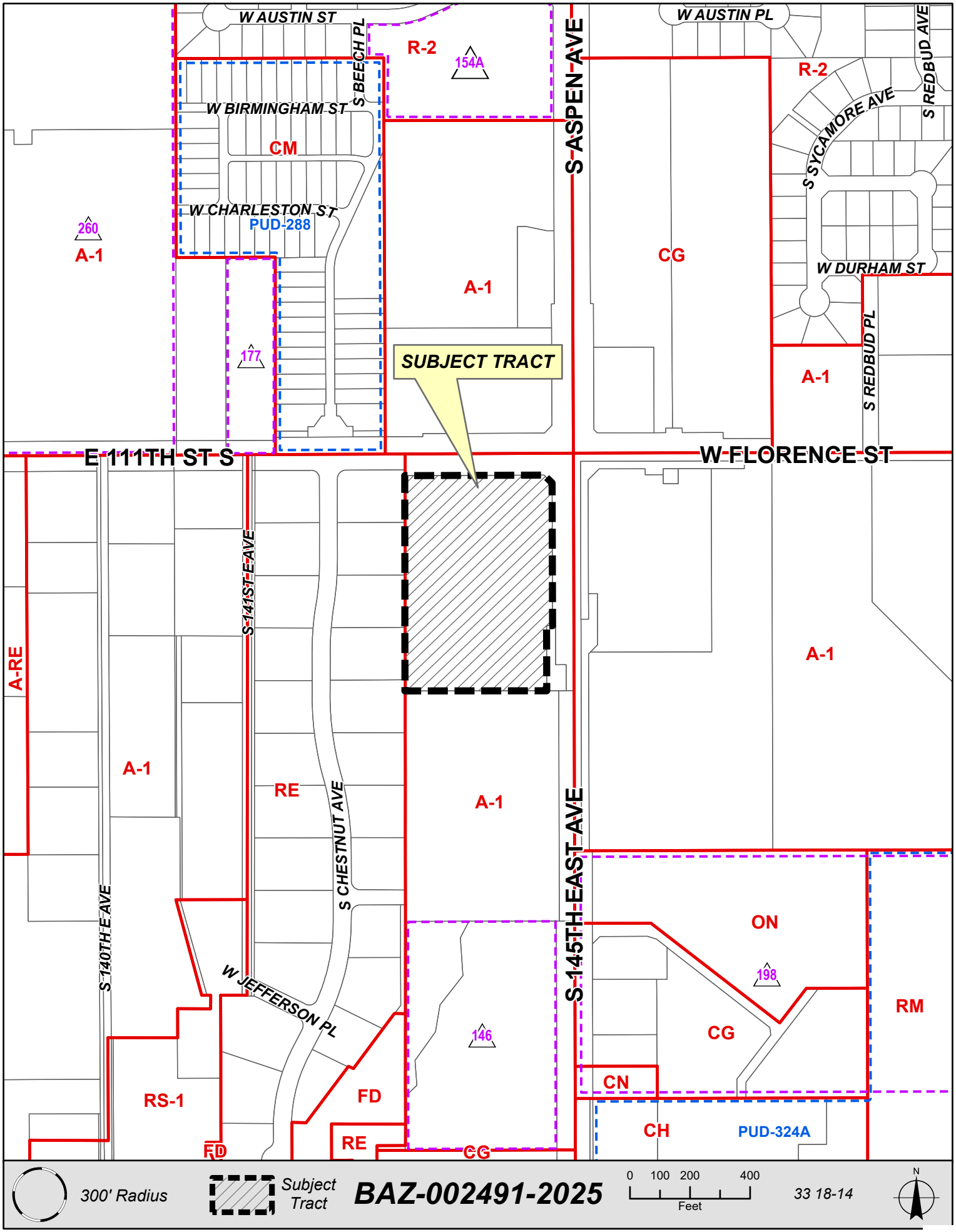
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Ordinance No. 3931

Recommendation:
Adopt Ordinance No. 3931 and approve the emergency clause.


W AUSTIN ST
S BEECH PL
R-2
154A
W AUSTIN PL
S REDBUD AVE
S ASPEN AVE
R-2
W BIRMINGHAM ST
CM
S SYCAMORE AVE
W CHARLESTON ST
PUD-288
260
A-1
CG
W DURHAM ST
A-1
177
SUBJECT TRACT
S REDBUD PL
A-1
E 111TH ST S
W FLORENCE ST
A-RE
S 141ST E AVE
A-1
A-1
RE
S CHESTNUT AVE
A-1
S 145TH EAST AVE
ON
198
S 140TH E AVE
W JEFFERSON PL
RM
CG
146
CN
RS-1
FD
FD
RE
CG
CH
PUD-324A
300' Radius
Subject Tract
BAZ-002491-2025
0 100 200 400
Feet
33 18-14
N

ORDINANCE NO. 3931

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002491-2025, located at the southwest corner of Florence Street (111th Street) and Aspen Avenue (145th East Avenue), granting ON (Office Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an ON (Office Neighborhood) district; and

WHEREAS, rezoning request BAZ-002491-2025, was approved by the Broken Arrow City Council on December 2, 2025; and

WHEREAS, the City of Broken Arrow acquired property for right-of-way along both arterial street frontages adjacent to this parcel on January 14, 2009 (Document No. 2009015685), and additional right-of-way along the southeastern portion of this parcel on December 10, 2012 (Document No. 2013001977). After dedication of rights-of-way, the remaining parcel area contains 8.01 acres, as recorded in Tulsa County; and

WHEREAS, the property is generally located at the southwest corner of Florence Street (111th Street) and Aspen Avenue (145th East Avenue); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for ON Zoning (8.01-acres)

A tract of land in the northeast quarter (NE/4) of Section Thirty-three (33), township eighteen (18) North, Range fourteen (14) east of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government survey thereof, more particularly described as follows:

Beginning at a point at the Northeast corner of said section; thence South along the east line a distance of 786.78 feet; thence West a distance of 563.09 feet on a line parallel to the north line of said section; thence North on a line parallel to the East line a distance of 786.78 feet to the North line; thence East along the north line a distance of 563.09 feet to the point of beginning;

Less and except:

A strip, piece or parcel of land lying in part of the NE/4 of Section thirty-three (33), Township eighteen (18) north, Range fourteen (14) east, Tulsa County, Oklahoma, according to the U.S. Government survey thereof, being more particularly described as follows:

Commencing at the northeast corner of said NE/4; thence S 88°35'00" W along the North line of said NE/4 24.75 feet; thence S 01°18'17" E 24.75 feet to the point of beginning, said point being on the intersection of the southerly and westerly section line statutory right-of-way lines; thence S 01°18'17" E along said westerly section line statutory right-of-way line 675.20 feet; thence S 88°41'43" W a distance of 35.25 feet; thence N 01°18'17" W a distance of 130.00 feet; thence S 88°41'43" W a distance of 10.00 feet; thence N 01°18'17" W a distance of 475.00 feet; thence N 46°21'38" W a distance of 35.12 feet; thence S 88°35'00" W a distance of 468.23 feet; thence N 01°18'17" W a distance of 45.25 feet to said southerly section line statutory right-of-way line; thence N 88°35'00" E along said southerly section line statutory right-of-way line 538.34 feet the point of the beginning;

And less and except:

A strip, piece or parcel of land lying in part of the NE/4 of the NE/4 of Section thirty-three (33), Township eighteen (18) North, Range fourteen (14) East, Tulsa County, Oklahoma, according to the U.S. Government Survey thereof, being described by metes and bounds as follows:

Commencing at the Northeast corner of said NE/4; thence S 01°18'08" E along the East line of said NE/4 a distance of 570.15 feet; thence S 88°41'52" W a distance of 60.00 feet to a point on the West present right-of-way line of Aspen Avenue, said point being the point of beginning; thence S 01°18'08" E along said present right-of-way line a distance of 130.00 feet; thence N 88°41'52" E along said present right-of-way along said present right-of-way line a distance of 35.25 feet to a point of the west statutory right-of-way line of said East line; thence S 01°18'08" E along said statutory right-of-way line a distance of 86.69 feet; thence S 88°34'36" W a distance of 65.25 feet; thence N 01°18'08" W a distance of 216.82 feet; thence N 88°41'52" E a distance of 30.00 feet to the point of beginning.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1084, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3931; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3931.

City of Broken Arrow

Request for Action

File #: 26-1085, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3932 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002200-2025, located at the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane), granting RS-4 (Single-Family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On July 14, 2025, the City Council reviewed and approved BAZ-002200-2025 to rezone 23.18 acres from A-1 (Agricultural) to RS-4 (Single-Family Residential) for Lynn Corner. The property is located at the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane). The property is currently unplatted; however, the property owner dedicated right-of-way along both arterial street frontages to the City of Broken Arrow on January 14, 2025. The development will include residential uses.

Zoning Change: A-1 to RS-4

Acreage: 23.18 acres

Cost: $0

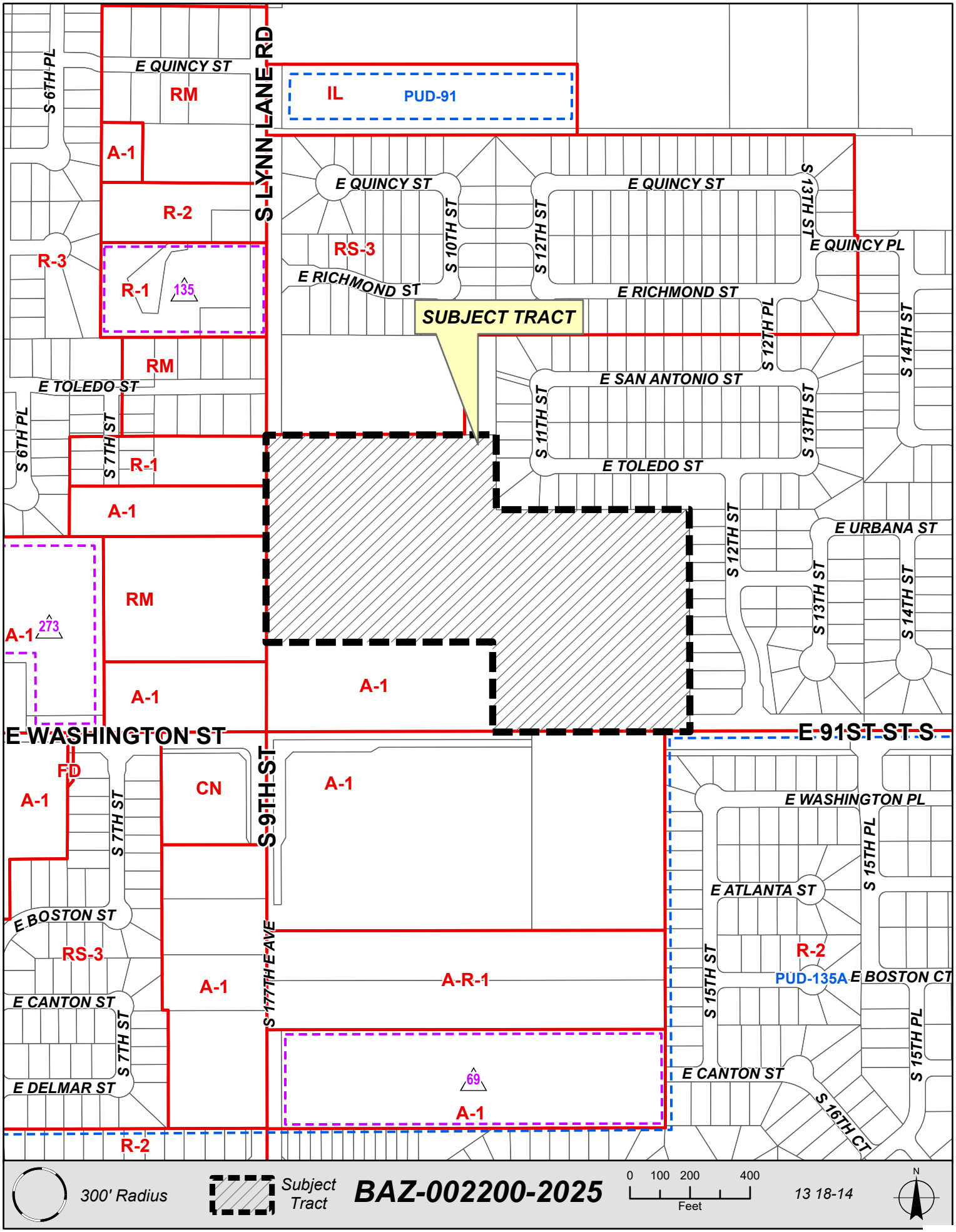
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3932

Recommendation:
Adopt Ordinance No. 3932 and approve the emergency clause.


SUBJECT TRACT
S LYNN LANE RD
E QUINCY ST
E RICHMOND ST
E TOLEDO ST
E SAN ANTONIO ST
E URBANA ST
E WASHINGTON ST
E 91ST ST S
S 9TH ST
S 177TH E AVE
E WASHINGTON PL
E ATLANTA ST
E BOSTON ST
E BOSTON CT
E CANTON ST
E DELMAR ST
S 6TH PL
S 7TH ST
S 10TH ST
S 11TH ST
S 12TH ST
S 12TH PL
S 13TH ST
S 14TH ST
S 15TH PL
S 16TH CT
E QUINCY PL
RM
IL
PUD-91
A-1
R-2
R-3
R-1
RS-3
CN
A-R-1
PUD-135A
FD
135
273
69
300' Radius
Subject Tract
BAZ-002200-2025
0 100 200 400
Feet
13 18-14
N

CORDINANCE NO. 3932

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002200-2025, located at the northeast corner of Washington Street (91st Street) and 9th Street (177th East Avenue/Lynn Lane), granting RS-4 (Single-family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for RS-4 (Single-Family Residential) district; and

WHEREAS, comprehensive plan amendment request COMP-002056-2025, was approved by the Broken Arrow City Council on May 20, 2025, to amend the future land use designation on the site from Level 4 (Commercial/Employment Nodes) to Level 3 (Transition Area); and

WHEREAS, lot split request LOT-002272-2025 was approved by the Planning Commission on July 10, 2025, to split the parent tract into two parcels separating the 23.18-acre residential portion and the 5.17-acre commercial portion (BAZ-002202-2025) of the site into individual lots; and

WHEREAS, rezoning request BAZ-002202-2025, was approved by the Broken Arrow City Council on July 14, 2025; and

WHEREAS, the property owner dedicated right-of-way along both arterial street frontages adjacent of these parcels to the City of Broken Arrow on January 14, 2025 (Document No. 2025020000); and

WHEREAS, the property is generally located just north and east of the northeast corner of Washington Street (91st Street) and 9th Street (177th East Avenue/Lynn Lane); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for RS-4 Zoning

A tract of land that is a part of the South half of the Southwest Quarter (S/2 SW/4) of Section thirteen (13), Township eighteen (18) North, Range fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Commencing at the Southwest corner of said S/2 SQ/4, Thence North 1°17'41" West and along the West line of said S/2 SW/4 for a distance of 300.00 feet to the point of beginning;

Thence North 1°17'41" West and continuing along said West line for a distance of 691.66 feet to a point at the Southwest corner of "Ninety One – Phase 1", a Replat of "Crossings at Lynn Lane 1", City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof (Plat No. 6743); Thence North 88°45'23" East and along the South line of said "Ninety One – Phase 1" and along the South line of Reserve Area "2", "Ninety One – Phase 3", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the Recorded plat thereof (Plat No. 6830), for a distance of 764.55 feet to a point at the Southeast corner of said Reserve Area "2", "Ninety One – Phase 3" for the following three (3) courses South 1°16'00" East for a distance of 249.52 feet; Thence North 88°45'45" East for a distance of 642. 34 feet; Thence South 1°18'26" East for a distance of 741.94 feet to a point on the South line of said S/2 SW/4 of Section 13; Thence South 88°45'02" West and along said South line for a distance of 656.93 feet; Thence North 1°17'41" West for a distance of 300.00 feet; Thence South 88°45'02" West for a distance of 750.00 feet to the point of beginning.

Said tract contains 1,009,713 square feet or 23.180 acres.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____

(Seal) CITY CLERK

APPROVED:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1086, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3932; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3932.

City of Broken Arrow

Request for Action

File #: 26-1087, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion, and possible adoption of Ordinance 3933 amending the zoning ordinance for the City of Broken Arrow, Oklahoma, approving BAZ-002202-2025, located at the just north and east of the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane), granting CN (Commercial Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
On July 14, 2025, the City Council reviewed and approved BAZ-002202-2025 to rezone 5.17 acres from A-1 (Agricultural) to CN (Commercial Neighborhood) for Lynn Corner. The property is located at the northeast corner of the intersection of Washington Street (91st Street) and 9th Street (177th E Avenue/Lynn Lane). The property is currently unplatted; however, the property owner dedicated right-of-way along both arterial street frontages adjacent to this parcel to the City of Broken Arrow on January 14, 2025. The development will include commercial uses.

Zoning Change: A-1 to CN

Acreage: 5.17 acres

Cost: $0

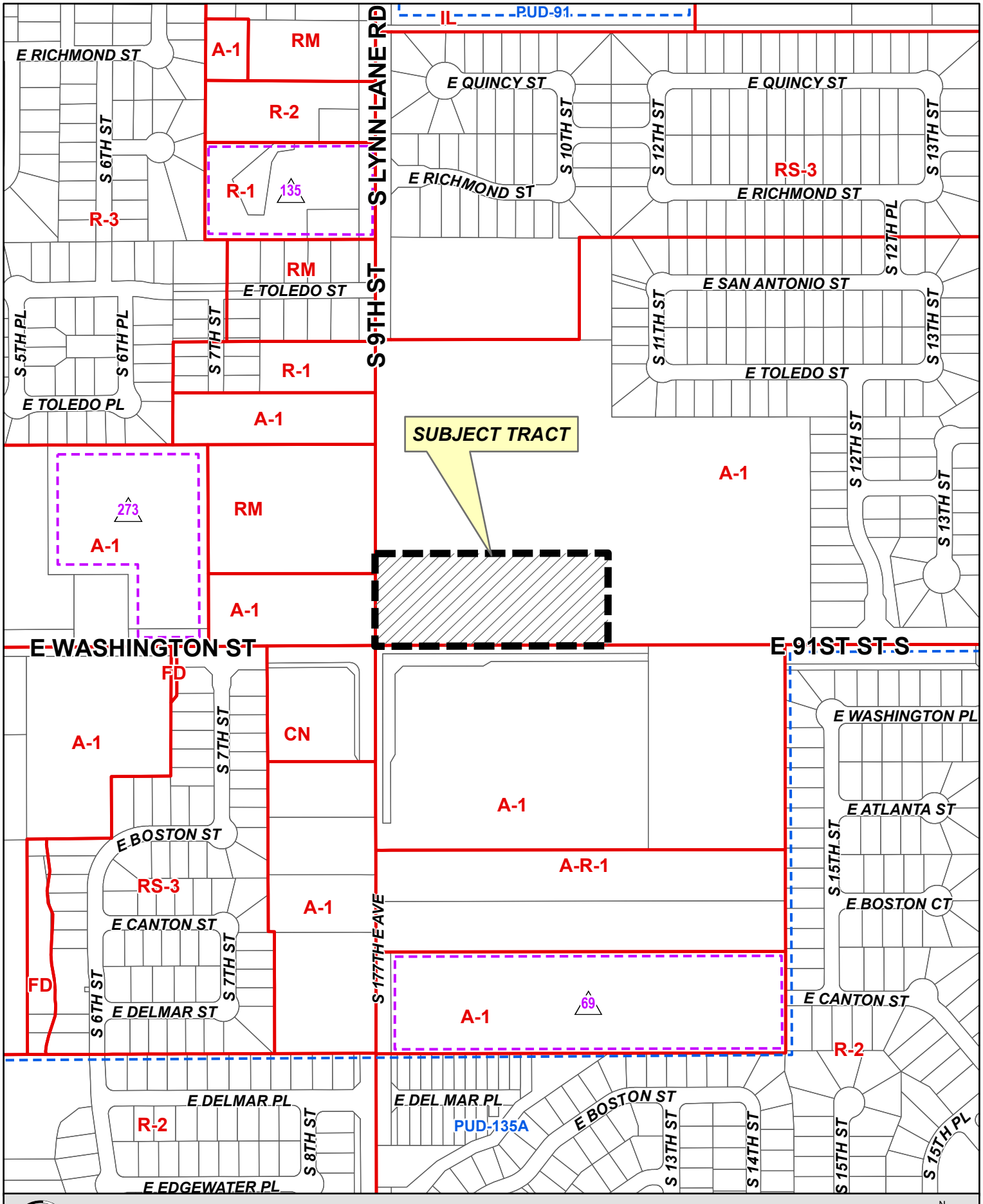
Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Preview Ordinance No. 3933

Recommendation:
Adopt Ordinance and approve the emergency clause.


E RICHMOND ST
A-1
RM
R-2
S 6TH ST
R-1
135
R-3
S LYNN LANE RD
IL
PUD-91
E QUINCY ST
S 10TH ST
S 12TH ST
RS-3
S 13TH ST
E RICHMOND ST
S 12TH PL
RM
E TOLEDO ST
S 9TH ST
E SAN ANTONIO ST
S 5TH PL
S 6TH PL
S 7TH ST
S 11TH ST
R-1
E TOLEDO PL
A-1
SUBJECT TRACT
S 12TH ST
273
RM
A-1
E WASHINGTON ST
E 91ST ST S
FD
A-1
S 7TH ST
CN
E WASHINGTON PL
A-1
E ATLANTA ST
E BOSTON ST
A-R-1
S 15TH ST
RS-3
E BOSTON CT
A-1
E CANTON ST
S 177TH E AVE
FD
S 6TH ST
S 7TH ST
69
E CANTON ST
E DELMAR ST
A-1
R-2
E DELMAR PL
E DEL MAR PL
R-2
S 8TH ST
PUD-135A
E BOSTON ST
S 13TH ST
S 14TH ST
S 15TH ST
S 15TH PL
E EDGEWATER PL
300' Radius
Subject Tract
BAZ-002202-2025
0 100 200 400
Feet
13 18-14
N

ORDINANCE NO. 3933

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-002202-2025, located at the northeast corner of Washington Street (91st Street) and 9th Street (177th East Avenue/Lynn Lane), granting CN (Commercial Neighborhood) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency.

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for RS-4 (Single-Family Residential) and CN (Commercial Neighborhood) districts; and

WHEREAS, lot split request LOT-002272-2025 was approved by the Planning Commission on July 10, 2025, to split the parent tract into two parcels separating the 23.18-acre residential portion (BAZ-002200-2025) and the 5.17-acre commercial portion of the site into individual lots; and

WHEREAS, rezoning request BAZ-002202-2025, was approved by the Broken Arrow City Council on July 14, 2025; and

WHEREAS, the property owner dedicated right-of-way along both arterial street frontages adjacent of these parcels to the City of Broken Arrow on January 14, 2025 (Document No. 2025020000); and

WHEREAS, the property is generally located at the northeast corner of Washington Street (91st Street) and 9th Street (177th East Avenue/Lynn Lane); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for CN Zoning

A tract of land that is part of the South half of the Southwest quarter (S/2 SW/4) of Section thirteen

(13), Township eighteen (18) North, Range fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows:

Beginning at the Southwest corner of said S/2 SW/4; Thence North 1°17'41" West and along the West line of S/2 SW/4 for a distance of 300.00 feet; Thence North 88°45;02" East and parallel with the South line of the S/2 SW/4, for a distance of 750.00 feet; Thence South 1°17'41" East and parallel with said West line, for a distance of 300.00 feet to a point on said south line; Thence South 88°45'02" West and along the South line, for a distance of 750.00 feet to the point of beginning;

Said tract contains 225,000 square feet or 5.165 acres.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ___ day of _____, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1088, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3933; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3933.

City of Broken Arrow

Request for Action

File #: 26-1048, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3937 closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002260-2025)

Background:

The property owner, or their representative, has submitted an application requesting the closure of a utililty easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3937
Easement Vacation Exhibit

Recommendation:

Adopt Ordinance 3937

Closure and Vacation of 17.5' Utility Easement

LEGAL DESCRIPTION:

A 17.5' Utility Easement dedicated by and shown on the Plat "Family Church Facilities", filed as Plat #6088, said easement subsequently shown within Lot 2 of Block 1 of the Replat thereof being "CORE Church at Aspen Creek", filed as Plat #6573, and said easement being wholly within Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", filed as Plat #7082 being a subsequent Replat of Reserve 'A' and Lot 2 of Block 1 of "CORE Church at Aspen Creek" together with a part of the Northwest Quarter of the Southwest Quarter of Section 34, T18N, R14E, Indian Meridian, Tulsa County, State of Oklahoma, said 17.5' Utility Easement being more particularly described as follows, to wit;
Point of Commencement at the Northeast corner of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along the East line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", S00°04'53"W a distance of 807.50 feet; thence N89°53'38"W a distance of 22.50 feet to the Point of Beginning; thence N89°53'38"W a distance of 309.53 feet to a point on the East line of a 17.5' Utility Easement; thence S00°05'22"W a distance of 17.50 feet; thence S89°53'38"E a distance of 309.53 feet to a point on the West line of the 22.5' Landscape & Utility Easement dedicated by said Plat "ASPEN RIDGE BUSINESS PARK"; thence along the West line of the 22.5' Landscape & Utility Easement, N00°04'53"E a distance of 17.50 feet to the Point of Beginning.

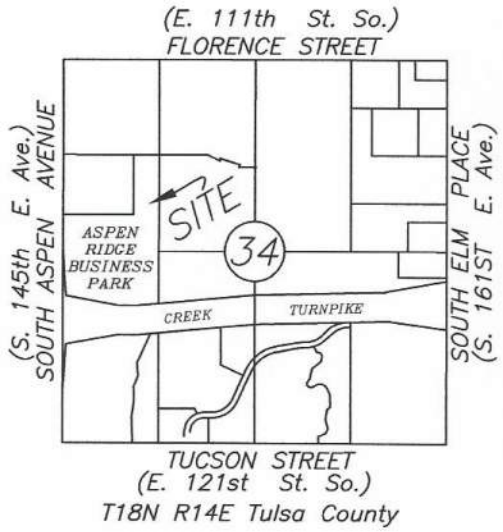
having an area of 5417 Square Feet, 0.1244 Acres

Bearings Based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County, Oklahoma being S00°05'22"W as shown on "CORE CHURCH AT ASPEN CREEK", an Addition to the City of Broken Arrow, filed as Plat #6573 at the office of the Tulsa County Clerk

This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.
Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Exhibit A
Page 1 of 2

Closure and Vacation of 17.5' Utility Easement



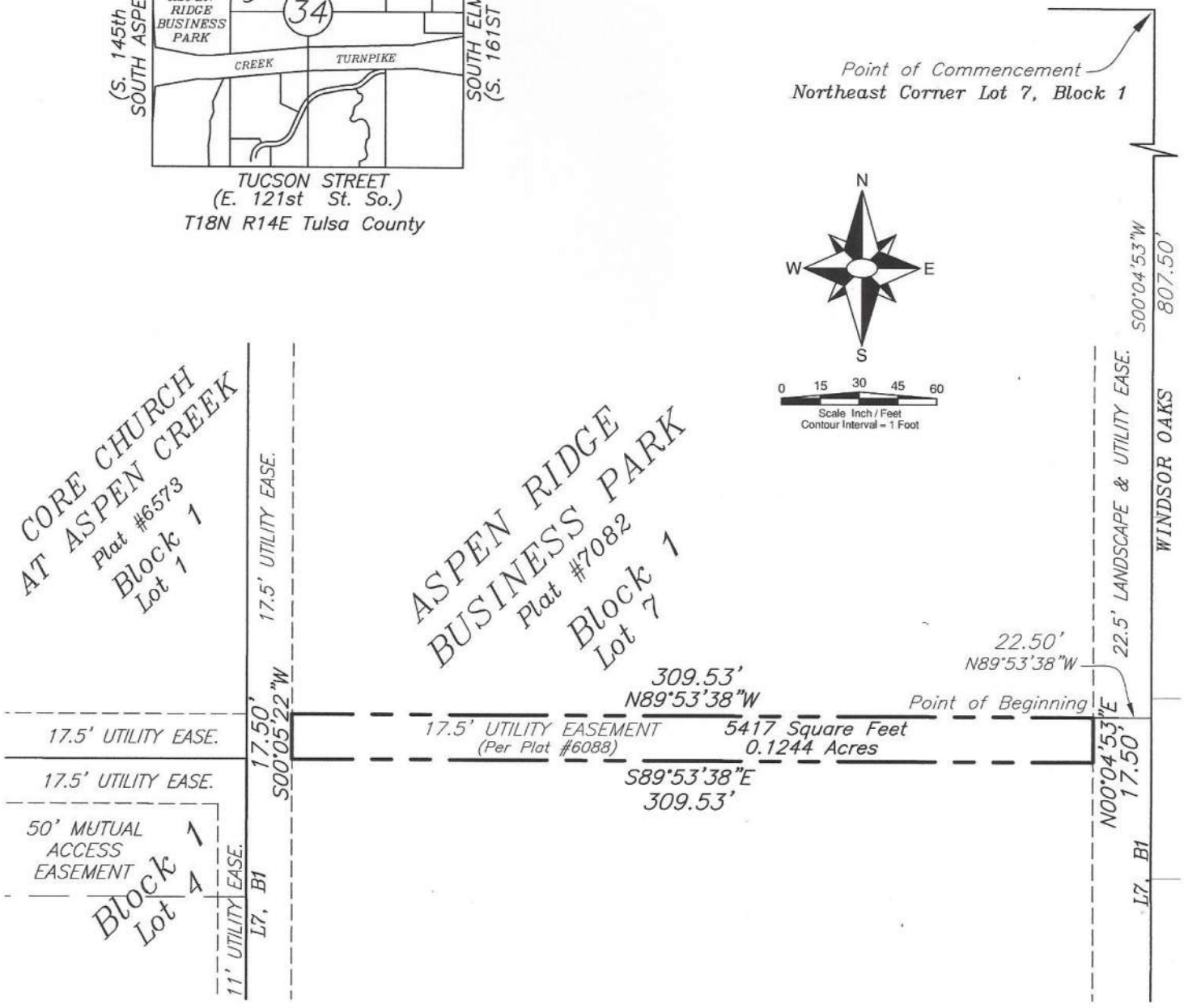


Exhibit A

Page 2 of 2

[4]

GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 17.5' Utility Easement
		5417 Square Feet, 0.1244 Acres — Revision: 0
		"ASPEN RIDGE BUSINESS PARK" — Date: March 31, 2023
		OAKTRUST DEVELOPMENT, LLC — 2023.03.31 17:11:15 -05'00'

Project: 2205035

Ordinance No. 3937

An ordinance closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002260-2025)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

_____

ATTEST: MAYOR

_____

(Seal) CITY CLERK

APPROVED:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1052, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3937; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002260-2025)

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3937.

City of Broken Arrow

Request for Action

File #: 26-1049, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3939 closing a sanitary sewer easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002261-2025)

Background:
The property owner, or their representative, has submitted an application requesting the closure of a sanitary sewer easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3939
Easement Vacation Exhibit

Recommendation:
Adopt Ordinance No. 3939

Ordinance No. 3939

An ordinance closing a sanitary sewer easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002261-2025)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

Closure and Vacation of 15' Sanitary Sewer Easement

LEGAL DESCRIPTION:

A part of a 15' Sanitary Sewer Easement dedicated by and shown on the Plat "Family Church Facilities", filed as Plat #6088, said easement subsequently shown within Block 1 of the Replat thereof being "CORE Church at Aspen Creek", filed as Plat #6573, and said part of easement being within Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", filed as Plat #7082 being a subsequent Replat of Reserve 'A' and Lot 2 of Block 1 of "CORE Church at Aspen Creek" together with a part of the Northwest Quarter of the Southwest Quarter of Section 34, T18N, R14E, Indian Meridian, Tulsa County, State of Oklahoma, said part of a 15' Sanitary Sewer Easement being more particularly described as follows, to wit;
Point of Commencement at the Northeast corner of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along the East line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", S00°04'53"W a distance of 638.00 feet; thence N90°00'00"W a distance of 269.35 feet to the Point of Beginning; thence N90°00'00"W a distance of 80.15 feet to a point on the West line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along said West line, S00°05'22"W a distance of 15.00 feet; thence S90°00'00"E a distance of 99.37 feet; thence N52°00'00"W a distance of 24.36 feet to the Point of Beginning.

Having an area of 1346 Square Feet, 0.0309 Acres

Bearings Based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County, Oklahoma being S00°05'22"W as shown on "CORE CHURCH AT ASPEN CREEK", an Addition to the City of Broken Arrow, filed as Plat #6573 at the office of the Tulsa County Clerk

This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.
Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

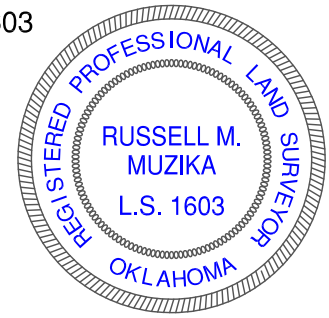


Exhibit A

[2]

GEODECA LAND SURVEYING COMPANY
GEODECA LLC
P.O.Box 33012, Tulsa, Ok. 74153
918 949 4064
CA # 5524 exp 6/30/2024

Closure and Vacation of 15' Sanitary Sewer Easement	
1346 Square Feet, 0.0309 Acres	Revision: 1
"ASPEN RIDGE BUSINESS PARK"	Date: April 6, 2023
OAKTRUST DEVELOPMENT, LLC	

Project: 2205035

Closure and Vacation of 15' Sanitary Sewer Easement

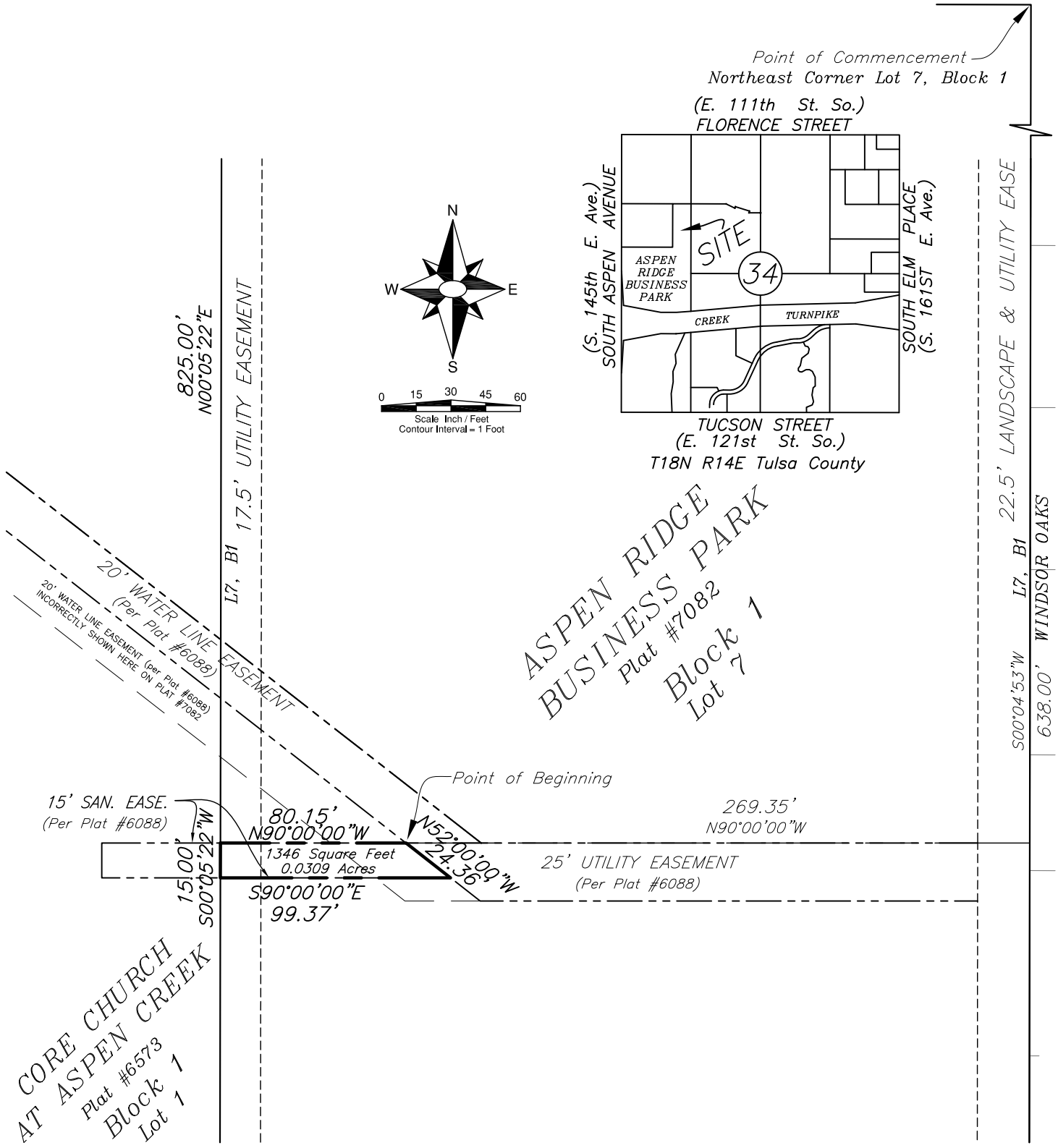


Exhibit A

[2]

GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 15' Sanitary Sewer Easement
		1346 Square Feet, 0.0309 Acres — Revision: 1
		"ASPEN RIDGE BUSINESS PARK" — Date: April 6, 2023
		OAKTRUST DEVELOPMENT, LLC

Project: 2205035

City of Broken Arrow

Request for Action

File #: 26-1053, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3939; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002261-2025)

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3939.

City of Broken Arrow

Request for Action

File #: 26-1050, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3941 closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002262-2025)

Background:

The property owner, or their representative, has submitted an application requesting the closure of a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3941
Easement Vacation Exhibit

Recommendation:

Adopt Ordinance No. 3941

Closure and Vacation of 25' Utility Easement

LEGAL DESCRIPTION:

A 25' Utility Easement dedicated by and shown on the Plat "Family Church Facilities", filed as Plat #6088, said easement subsequently shown within Lot 2 of Block 1 of the Replat thereof being "CORE Church at Aspen Creek", filed as Plat #6573, and said easement being wholly within Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", filed as Plat #7082 being a subsequent Replat of Reserve 'A' and Lot 2 of Block 1 of "CORE Church at Aspen Creek" together with a part of the Northwest Quarter of the Southwest Quarter of Section 34, T18N, R14E, Indian Meridian, Tulsa County, State of Oklahoma, said 25' Utility Easement being more particularly described as follows, to wit;
Point of Commencement at the Northeast corner of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along the East line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", S00°04'53"W a distance of 638.00 feet; thence N90°00'00"W a distance of 22.50 feet to the Point of Beginning; thence N90°00'00"W a distance of 246.85 feet; thence S52°00'00"E a distance of 40.61 feet; thence S90°00'00"E a distance of 214.82 feet; thence along the West line of the 22.5' Landscape & Utility Easement dedicated by said Plat "ASPEN RIDGE BUSINESS PARK", N00°04'53"E a distance of 25.00 feet to the Point of Beginning.

Having an area of 5771 Square Feet, 0.1325 Acres

Bearings Based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County, Oklahoma being S00°05'22"W as shown on "CORE CHURCH AT ASPEN CREEK", an Addition to the City of Broken Arrow, filed as Plat #6573 at the office of the Tulsa County Clerk

This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.
Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

REGISTERED PROFESSIONAL LAND SURVEYOR
RUSSELL M. MUZIKA
L.S. 1603
OKLAHOMA

Exhibit A

[1]

Page 1 of 2

GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 25' Utility Easement	
		5771 Square Feet, 0.1325 Acres	Revision: 0
		"ASPEN RIDGE BUSINESS PARK"	Date: March 31, 2023
		OAKTRUST DEVELOPMENT, LLC	2023.03.31 17:14:30 -05'00'

Project: 2205035

Closure and Vacation of 25' Utility Easement

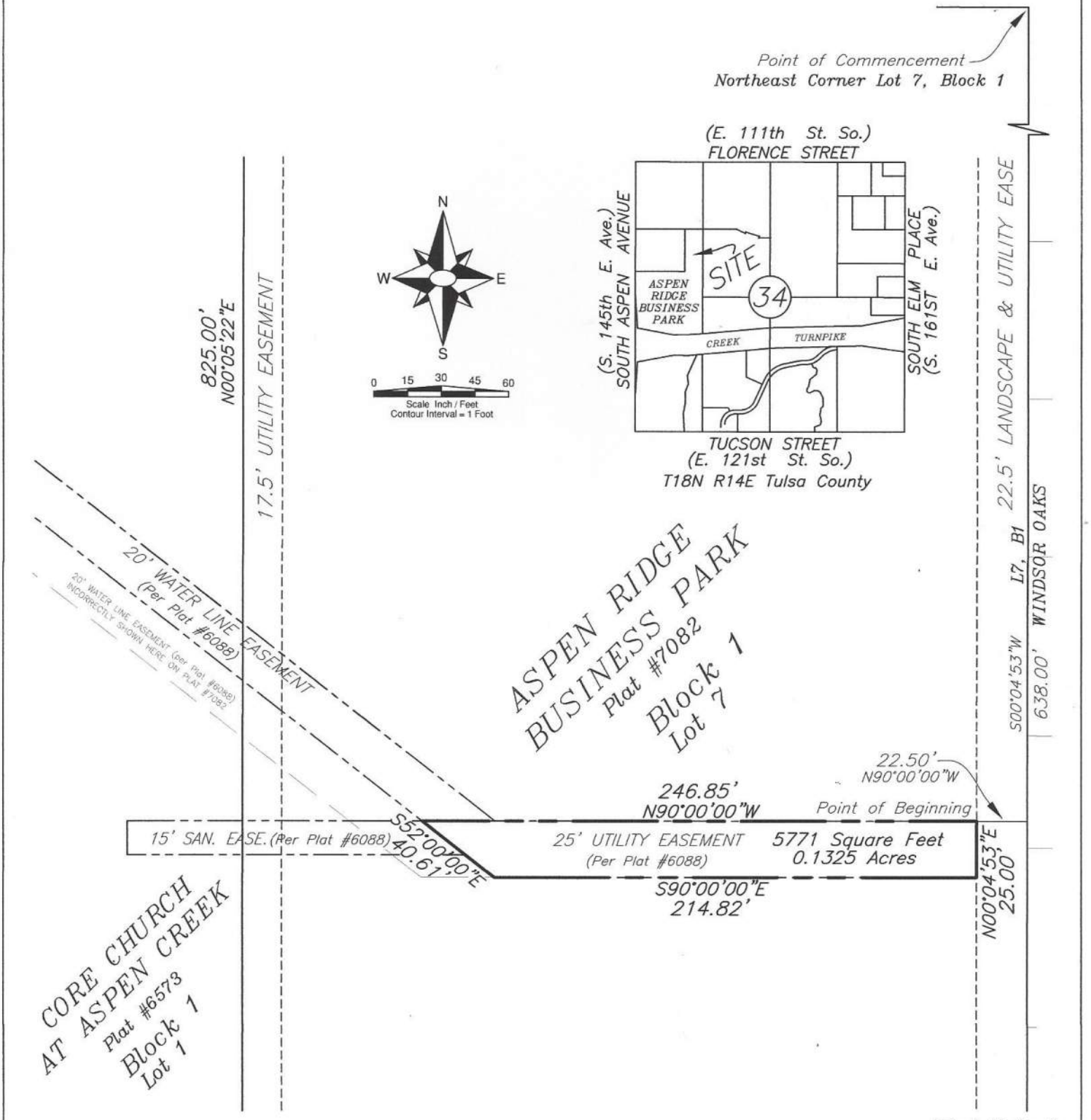


Exhibit A

[1]

GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 25' Utility Easement
	5771 Square Feet, 0.1325 Acres	Revision: 0
	"ASPEN RIDGE BUSINESS PARK"	Date: March 31, 2023
	OAKTRUST DEVELOPMENT, LLC	2023.03.31 17:14:48 -05'00'

Project: 2205035

Ordinance No. 3941

An ordinance closing a utility easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002262-2025)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

_____

ATTEST: MAYOR

_____

(Seal) CITY CLERK

APPROVED:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1054, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3941; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002262-2025)

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3941.

City of Broken Arrow

Request for Action

File #: 26-1051, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3942 closing a water line easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002263-2025)

Background:
The property owner, or their representative, has submitted an application requesting the closure of a water line easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Adopt Ordinance No. 3942

Closure and Vacation of 20' Water Line Easement

LEGAL DESCRIPTION:

A part of a 20' Water Line Easement dedicated by and shown on the Plat "Family Church Facilities", filed as Plat #6088, said easement subsequently shown within Block 1 of the Replat thereof being "CORE Church at Aspen Creek", filed as Plat #6573, and said part of easement being within Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", filed as Plat #7082 being a subsequent Replat of Reserve 'A' and Lot 2 of Block 1 of "CORE Church at Aspen Creek" together with a part of the Northwest Quarter of the Southwest Quarter of Section 34, T18N, R14E, Indian Meridian, Tulsa County, State of Oklahoma, said part of a 20' Water Line Easement being more particularly described as follows, to wit; Point of Commencement at the Northeast corner of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along the East line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK", S00°04'53"W a distance of 638.00 feet; thence N90°00'00"W a distance of 236.86 feet to the Point of Beginning; thence N52°00'00"W a distance of 142.77 feet to a point on the West line of said Lot 7 of Block 1 of "ASPEN RIDGE BUSINESS PARK"; thence along said West line, S00°05'22"W a distance of 25.35 feet; thence S52°00'00"E a distance of 101.59 feet; thence S90°00'00"E a distance of 32.49 feet to the Point of Beginning.

Having an area of 2444 Square Feet, 0.0561 Acres

Bearings Based on the West line of the NW/4 of Section 34, T18N, R14E, Tulsa County, Oklahoma being S00°05'22"W as shown on "CORE CHURCH AT ASPEN CREEK", an Addition to the City of Broken Arrow, filed as Plat #6573 at the office of the Tulsa County Clerk

This legal description meets the minimum technical standards
for legal descriptions in the State of Oklahoma.
Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Exhibit A

[3]

GEODECA LAND SURVEYING COMPANY GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 20' Water Line Easement·	
	2444 Square Feet, 0.0561 Acres	Revision: 0
	"ASPEN RIDGE BUSINESS PARK"	Date: March 31, 2023
	OAKTRUST DEVELOPMENT, LLC	2023.03.31 17:17:25 -05'00'

Project: 2205035

Closure and Vacation of 20' Water Line Easement

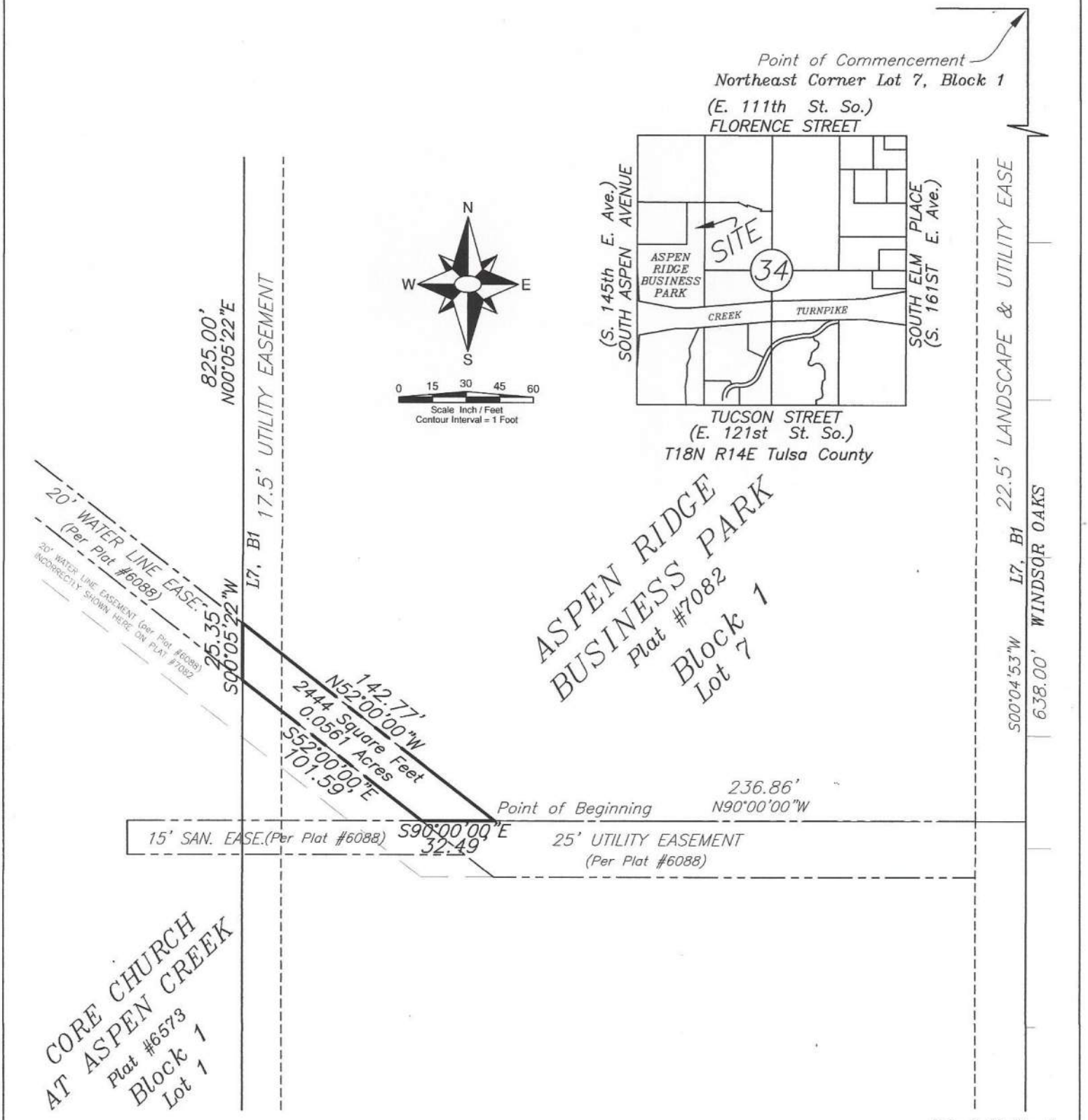


Exhibit A

[3]

Page 2 of 2

GEODECA LAND SURVEYING COMPANY	GEODECA LLC P.O.Box 33012, Tulsa, Ok. 74153 918 949 4064 CA # 5524 exp 6/30/2024	Closure and Vacation of 20' Water Line Easement
		2444 Square Feet, 0.0561 Acres — Revision: 0
		"ASPEN RIDGE BUSINESS PARK" — Date: March 31, 2023
		OAKTRUST DEVELOPMENT, LLC — 2023.03.31 17:17:39 -05'00'

Project: 2205035

Ordinance No. 3942

An ordinance closing a water line easement on property located south of West Florence Street (111th Street) and east of South Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (Section 34, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency (EASE-002263-2025)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-1055, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3942; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist (EASE-002263-2025)

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3942.

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Building & Earth Sciences, LLC

b. Telephone No.: 918.439.9005

c. Address: 1403 S. 70th E. Ave. Tulsa, Oklahoma, 74112

2. PROJECT TITLE AND LOCATION: PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE IMPROVEMENTS LOCATED ADJACENT TO DICK'S SPORTING GOODS NORTH OF ALBANY DRIVE.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing geotechnical 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand Nine Hundred Ninety and No/100 ($5,990.00) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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 D. Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 07-09-26

Attest: Curtis Green
City Clerk [Seal]

Date: 7/9/2026

Professional Service Provider:
Building & Earth Sciences, LLC

By:

Name: Marco Vicente Silvestre, PG, PE

Title: Regional VP | Principal

Date: July 8, 2026

Attest:
By:

Name: Spencer Harris, PG

Title: Branch Manager

Date: July 8, 2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

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

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

Before me, a Notary Public, on this 8 day of July 2026, personally appeared Marco Silvestre, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Geotechnical and Related Support Services associated with The Park at Adams Creek Reserve F in Broken Arrow. Services performed to include boring on the west and east side of the creek leaving Reserve F on the north side of the property. 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 geotechnical report to determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed outlet structure construction. The information gathered from the exploration will be evaluated to determine suitable bearing materials and allowable bearing capacity for the proposed outlet structure. The work will include test borings, laboratory analysis and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed outlet structure construction. The subsurface exploration will consist of (2) test borings, one on each end of the wall. B-01 to be sampled to a max depth of 20 ft. and HB-01 to be sampled to a max depth between 10 to 15 ft. See attached Attachment B for location of borings. A report shall also be provided that will address the following items:

- Summary of existing surface conditions
- A description of the subsurface conditions encountrered at the boring location
- A description of the groundwater conditions observed in the boreholes during drilling.
- Presentation of laboratory test results
- Recommendations to be used for foundation design, including appropriate bearing material types, bearing pressure, and depth.

- Presentation of expected total and differential settlements, and recommendations to reduce the expected movements, if appropriate.

Professional services provider will contact OKIE811 line location service prior to drilling to reduce the chance of disturbing underground utilities.

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
PARK AT ADAMS CREEK RESERVE F OUTLET STRUCTURE
PROJECT NUMBER: SW26210

ATTACHMENT B

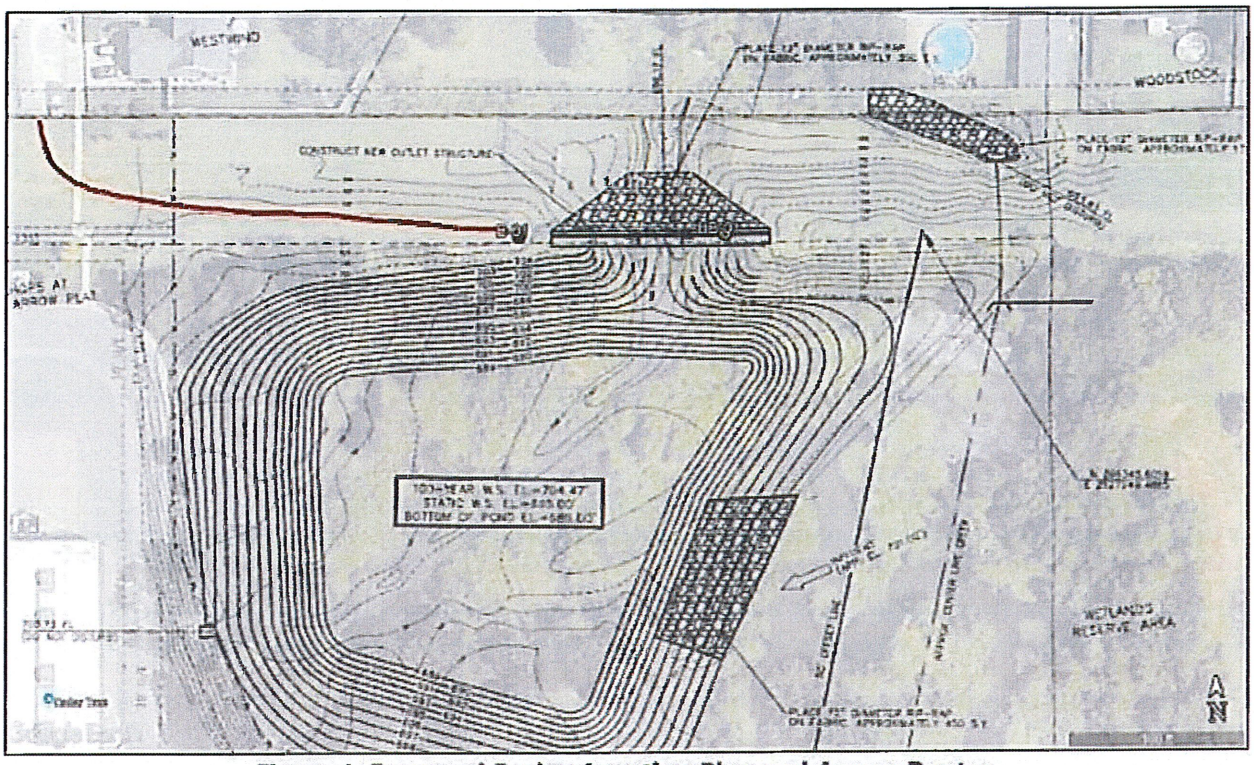


Figure 1: Proposed Boring Location Plan and Access Routes

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Tulsa Engineering and Planning Associates, Inc.

b. Telephone No.: 918.252.9621

c. Address: 9810 E. 42nd St., Suite 100 Tulsa, Oklahoma 74146

2. PROJECT TITLE AND LOCATION: VILLAGE SQUARE III DRAINAGE IMPROVEMENTS LOCATED AT THE SOUTHWEST CORNER OF S. WASHINGTON ST. AND ELM ST. IN THE CONSIGNMENT FURNITURE PARKING LOT.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Four Thousand Two Hundred and No/100 ($4,200) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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 D. Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 06-29-26

Attest: Curtis Green
City Clerk [Seal]

Date: 6/29/2026

Professional Service Provider:
Company

By: Russell K. Fischer

Name: Russell K. Fischer, P.E., CFM
Title: President

Date: 06/23/26

Attest:
By: Kirk Richardson

Name: Kirk Richardson
Title: Secretary/Treasurer

Date: 06/23/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 23rd day of June 2026, personally appeared Russell K. Fischer, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Company to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with Village Square II and the Consignment Furniture Parking Lot located at the southwest corner of Washington St. and Elm Pl. Services performed to include a full topographic survey as shown in Attachment B. 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 full topographic survey as shown in Attachment B. Professional Surveying services shall also include:

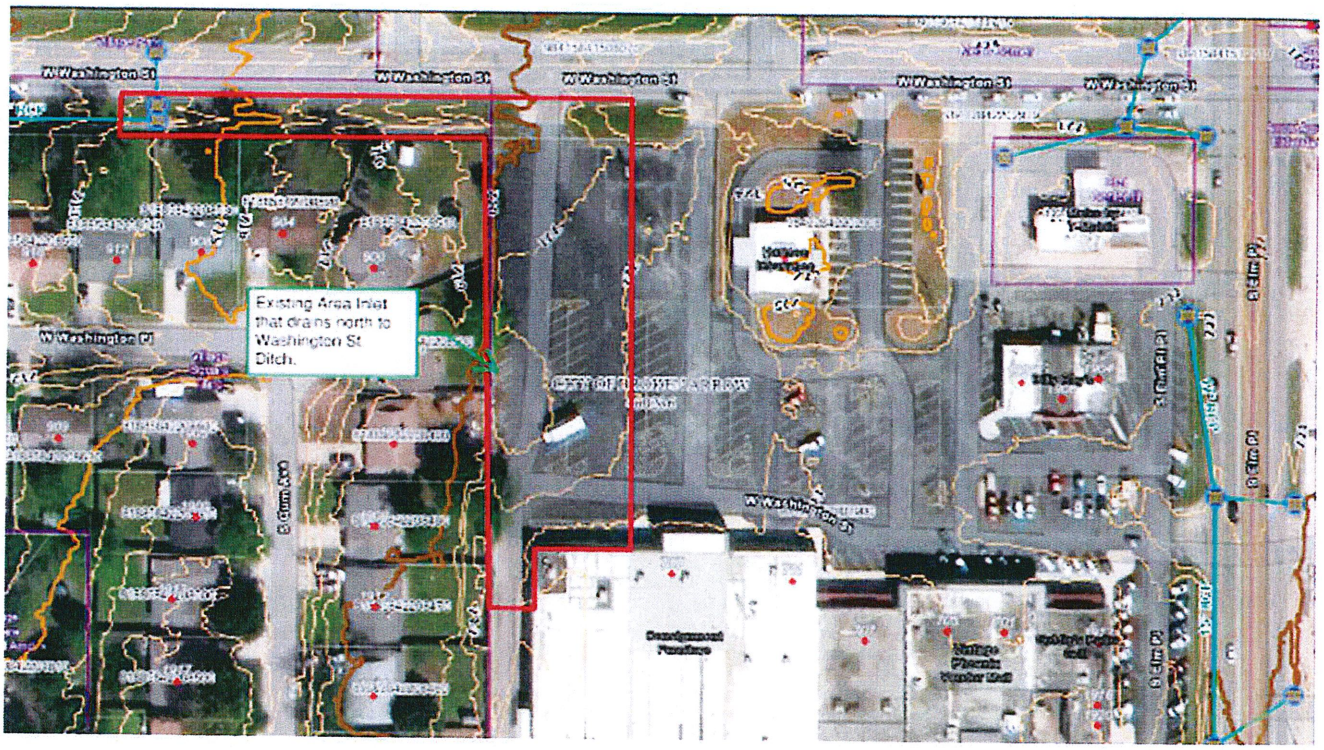
- Survey will be completed with GPS and total station survey equipment.
- The horizontal survey control will be Oklahoma State Plane – North Zone, and the vertical datum will be NAVD 1988
- Electronic files in AutoCAD 2013 or newer will be submitted at the completion of work
- The survey will meet the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors
- Establish two control points, minimum
- Establish one benchmark, minimum
- Include utilities, both City and franchise (water, sanitary sewer, electric, gas, telephone/cable, etc.) Include all visible drainage structures and flow lines, and visible and marked utilities. (tep will place OKIE811 locate requests for the project area)
- Include property lines and existing easements
- Contours at 1.0' minimum density

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
VILLAGE SQUARE III DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26250

ATTACHMENT B



CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26220

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: Tulsa Engineering and Planning Associates, Inc.

b. Telephone No.: 918.252.9621

c. Address: 9810 E. 42nd St., Suite 100, Tulsa, OK

2. PROJECT TITLE AND LOCATION: OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS LOCATED AT OLIVER MIDDLE SCHOOL LOCATED AT 3000 W. NEW ORLEANS ST. S. AND WOLF CREEK ELEMENTARY SCHOOL ON THE NORTH SIDE OF THE PROPERTIES.

3. Contract for: Providing professional survey services associated with public works projects for the City of Broken Arrow. Professional services to include providing surveying 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 at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Seven Thousand Two Hundred and No/100 ($7,200.00) 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 $2,000,000 for each occurrence and $2,000,000 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 $2,000,000 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 D. Schwab
Kenneth D. Schwab, Assistant City Manager-Operations

Date: 6-18-26

Attest: Curtis Green
City Clerk [Seal]

Date: 6/18/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
Tulsa Engineering and Planning Associates, Inc.

By: Russell K. Fischer

Name: Russell K. Fischer
Title: President

Date: 06/16/26

Attest:
By: Kirk Richardson

Name: Kirk Richardson
Title: Secretary/Treasurer

Date: 06/16/26

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 16th day of June 2026, personally appeared Russell K. Fischer, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of Company 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.

Jack Taber
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
OLIVER MIDDLE SCHOOL DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW26220

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services located on the north side of Oliver Middle School and Wolf Creek Elementary school that drains north into the Rushbrooke Subdivision. Services performed to include a full topographic survey within the limits shown in Attachment B, approximately 5.4 acres. 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:

1.2. The Professional Service Provider shall provide a full topographic survey of approximately within the limits shown in Attachment B. Professional Surveying services shall also include:

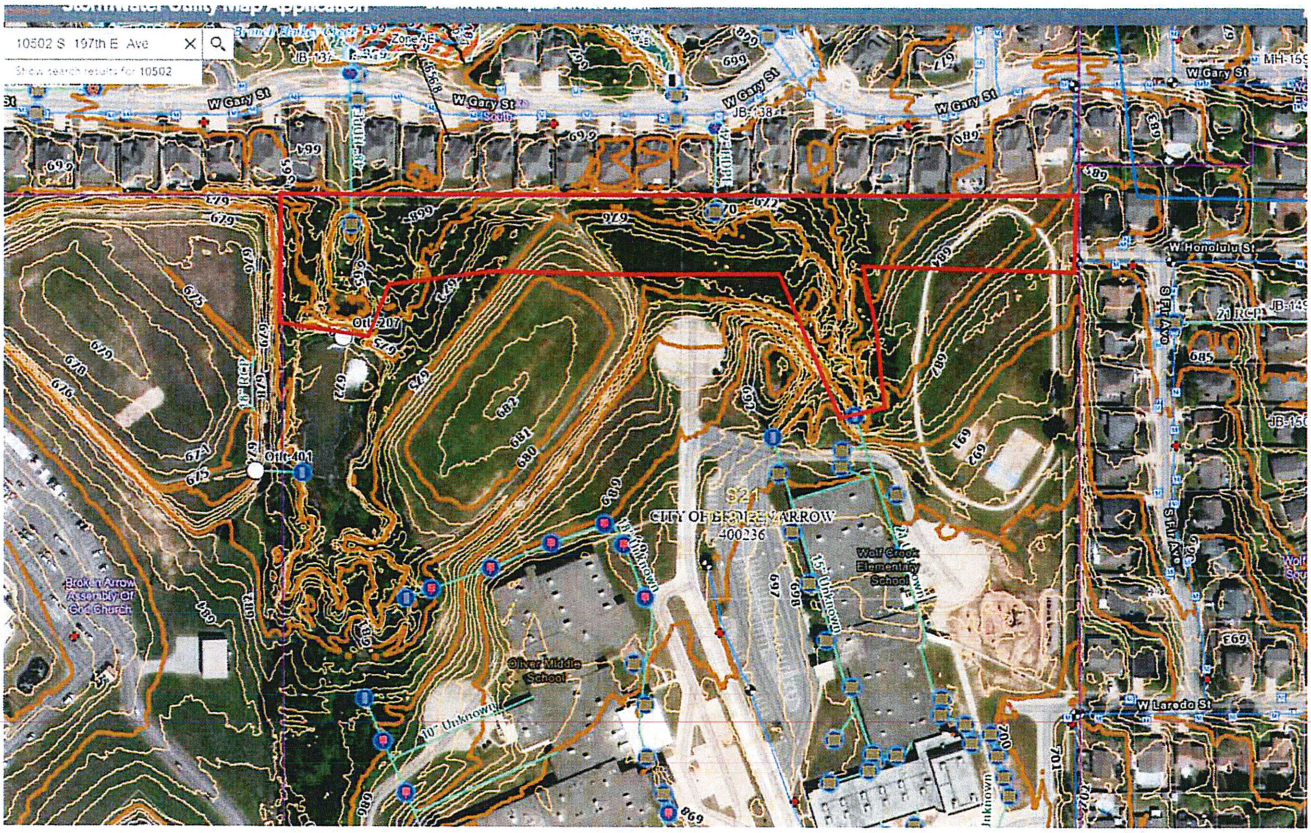
- The survey will be completed with GPS/total station survey equipment
- The horizontal survey control will be Oklahoma State Plane – North Zone, and the vertical datum will be NAVD 1988
- Electronic files in AutoCAD 2013 or newer will be submitted at the completion of the work
- The survey will meet the Oklahoma minimum standards for the practice of land surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors
- Establish two (2) control points, and one (1) benchmark, minimum
- Include utilities, both City and franchiese (water, sanitary sewer, electric, gas telephone/cable. Etc.) Inlcude all visible drainage structures and flow lines, and visible and marked utilities. (TEP will place OKIE811 locate requests for the project area)

- The survey will include the depiction of apparent property boundaries based on available record plats, subdivision information, and field evidence, including the location of found monuments where available.
- Contours at 1.0' minimum density.
- Site plan document scale: 1"=10'

3.1 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]

ATTACHMENT B
Survey Limits



CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

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

Contract Change Order # 3

Project Name:	Wedgewood Residential Streets Conrete Panel Replacment - ST22100	Project Number:	ST22100
PO Number:	22601843	Date of Application:	Monday, June 29, 2026
Contractor:	Grade Line Construction, LLC	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, a reonciliation of contract amount is requested. Estimated quantities from Change Orders No 1 and 2 changed the total contract price to $1,129,524.05, installed quantities were $48,490.55 below that.
2)

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
		Contract Reconciliation	LS	$ 48,490.55	-1	$ (48,490.55)
						$ -
						$ -
						$ -
						$ -
						$ -
					Total Change Cost:	$ (48,490.55)

Summary of Project Costs

Total Previous Change Orders:	$ 390,396.65	Original Contract Amount:	$ 739,127.40
Current Change Order:	$ (48,490.55)	Amended Contract Amount:	$ 1,081,033.50
Total Cost of Change Orders:	$ 341,906.10	Percent Change in Contract:	46.26%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 3 in the sum of: $ (48,490.55) has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Anna R. Jacobs	Anna R. Jacobs	06/29/2026
Construction Division Manager:	Nathanael T. Kohl, PE		6/29/2026
Director of Engineering & Construction:	Charlie Bright, PE		6/29/26
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	7/1/2026
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
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 #4

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Tuesday, June 23, 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 #4 is for the removal of the new screen wall that was installed on the building. Removal is to meet code. This will be to remove perforated steel screen, steel posts to be cut down below roof, and patch roof at penetrations.

2)

Change in Contractual Project Time:

1) None

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Demolition	LS	$3,890.00	1	$	3,890.00
2		Roof Patches	LS	$3,250.00	1	$	3,250.00
3		10% markup	LS	$714.00	1	$	714.00
					Total Change Cost:	$	7,854.00

Summary of Project Costs

Total Previous Change Orders:	$226,385.33	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ 7,854.00	Amended Contract Amount:	$ 2,581,739.33
Total Cost of Change Orders:	$ 234,239.33	Percent Change in Contract:	9.98%
Total Cost Applicable to CBA:	$234,239.33	Percent Change Applicable to CBA:	9.98%

10 % Max

Change Order Authorization

ange Order # 4 in the sum of: $ 7,854.00 has been reviewed by all parties and is recommended for approval by:

ange Order #

Contractor Submitting Change Order:	David Myers	David Myers (Digitally signed by David Myers, DN: C=US, E=dmyers@myers-cherry.com, O="Myers-Cherry Construction", CN=David Myers, Date: 2026.06.23 14:44:07-05'00')	6/23/26
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE		6/23/26
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE		6/26/26
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	6/26/2026
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

e is Execut 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

CONTRACT RENEWAL NO. 1 of 4

This renewal is entered into by and between the Supplier or Contractor and Broken Arrow City Council as defined below shall be effective **July 1, 2026**. To the extent the award requires Broken Arrow City Council to issue a Notice of Award Renewal for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Renewal.

Broken Arrow City Council	
Company's Full Legal Name:	**Davis H. Elliot Construction Company Inc.**
Original RFP Number:	**25.159**
RFP Title Name:	**Highway 51 Street Lighting Service**
Original Award Date:	**July 1, 2025**
Current Contract Term:	**07/01/2025 Through 06/30/2026**
Renewal No.:	**1**

WHEREAS the Contract is in effect through the Current Contract Term as defined above:

WHEREAS the Supplier or Contractor Warrants that it has complied with all requirements of the Contract during the Current Contract Term, Including but not limited to background check requirements, if any; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the award will be renewed/extended for an additional period of time as follows:

Renew Contract Term	
Beginning Date of New Contract Term:	**07/01/2026**
End Date of New Contract Term:	**06/30/2027**

The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Renewal shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Renewal, the contract awarded on or about **July 1, 2025**, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Renewal and the contract (including any written Renewals thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Renewal to be duly executed by their authorized representatives.

CITY OF
BROKEN ARROW
Where opportunity lives

Contractor – Company's Legal Name

Company's Legal Name:	Davis H. Elliot Construction Company, Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Tyler S. Haskins, Senior Vice President
Date:	6/10/2026
Company Address:	8837 S. Highway 51, Broken Arrow, OK 74014

Broken Arrow City Council Mayor

Authorized Signature:	Debra Wimpee
Printed Name and Title of Person Signing:	Debra Wimpee Mayor
Date:	6/11/2026

Broken Arrow City Attorney

Authorized Signature:	James Walters
Printed Name and Title of Person Signing:	James Walters Dep City Atty
Date:	6/23/2026

Broken Arrow City Clerk

Authorized Signature:	Curtis Green
Printed Name and Title of Person Signing:	Curtis Green City Clerk
Date:	6/23/2026

Stamp for Broken Arrow City Council

CITY OF BROKEN ARROW OKLAHOMA
TULSA COUNTY