



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, May 6, 2025

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [25-661](#) Acknowledgement of out-of-state travel by City Council Members
- B. [25-15](#) Approval of the City Council Meeting Minutes of April 15, 2025
- C. [25-609](#) Approval of the Broken Arrow City Council Special Meeting Minutes of April 24, 2025
- D. [25-657](#) Approval of the Broken Arrow City Council Amended Special Meeting Minutes of February 25, 2025
- E. [25-546](#) Acceptance Planning Commission meeting minutes of March 13, 2025
- F. [25-547](#) Acceptance Planning Commission meeting minutes of March 27, 2025
- G. [25-621](#) Approval of and authorization to execute Budget Amendment Number 23 for Fiscal Year 2025
- H. [25-622](#) Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2025
- I. [25-631](#) Approval of and authorization to execute Budget Amendment Number 26 for Fiscal Year 2025

- J. [25-557](#) Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Benham Design, LLC for providing design services on the Washington Street and 23rd Street Intersection project (Project Number ST24220)

- K. [25-584](#) Approval of and authorization to execute the Second Amended Agreement between the City of Broken Arrow and the Broken Arrow Historical Society

- L. [25-602](#) Approval of and authorization to renew the annual maintenance for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

- M. [25-324](#) Approval of and authorization to execute a Professional Consultant Agreement with Garver, LLC. for the shade structure design at the Indian Springs Sports Complex Baseball Fields 9-16 Project No. 2560200

- N. [25-561](#) Approval of and authorization to execute Agreement for Professional Consultant Services with Hudson Prince Engineering & Inspection, PLLC for the Timber Ridge Access Conceptual Study Project Number 2552180

- O. [25-551](#) Approval of and authorization to execute a Memorandum of Understanding between the Indian Nation Council of Government (INCOG) and Broken Arrow, Oklahoma

- P. [25-563](#) Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Marquardt Engineering, PLLC for providing design services on the Rose District Alleyway East project (Project Number ST25190)

- Q. [25-552](#) Approval of and authorization to execute an Agreement for Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South 9th St and East Washington Avenue Intersection Improvements (Project Number ST2027a)

- R. [25-537](#) Approval of and authorization to renew the expired contract with Southern Uniform to outfit new police officers with uniforms and equipment

- S. [25-562](#) Approval of and authorization to execute Amendment No. 2 to the Agreement for Professional Consulting Services with Tulsa Engineering & Planning Associates, Inc., for providing engineering design services for erosion control measures on Covington Creek & Tributaries Bank Stabilization (Project No. SW2006)

- T. [25-532](#) Approval of and authorization to execute a five-year service agreement with the Whelen Engineering Company to provide access to Whelen's proprietary cloud data system

- U. [25-577](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of less than \$50,000
- V. [25-641](#) Approval of and authorization to execute a Proclamation declaring the week of May 4th through 11th, 2025, as National Drinking Water Week in Broken Arrow
- W. [25-616](#) Approval of and authorization to execute a Proclamation declaring May 17, 2025 as Kids to Parks Day in the City of Broken Arrow
- X. [25-624](#) Approval of and authorization to execute a Proclamation City Council Declaring the Week of May 18-24, 2025, as National Public Works Week in the City of Broken Arrow, OK
- Y. [25-633](#) Approval of the Parks and Recreation Master Plan Leisure Trend Analysis Addendum
- Z. [25-515](#) Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction of erosion mitigation and repair of the leaking pond spillway at Shenandoah Valley at Battle Creek
- AA. [25-576](#) Approval of and authorization to execute a Resolution of Necessity to Condemn Property located at 13427 East 131st Street South and at 13461 East 131st Street South, Broken Arrow, OK 74011, located in Section 4, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the Willow Springs Lift Station Replacement, Parcels 1.1, 1.A, 2.1 and 2.A (Project No. 2154300)
- AB. [25-555](#) Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Brentwood Drainage Improvements project (2453170)
- AC. [25-554](#) Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Shenandoah Valley at Battle Creek Outlet Structure project (SW23030)
- AD. [25-603](#) Award the lowest responsible bid to Gober Construction LLC, and approve and authorize the execution of a construction contract for the E. Natchez St. and 8th St. Culvert Replacement project (SW21020)
- AE. [25-604](#) Award the lowest responsible bid to Wyatt Contracting, Inc., and approve and authorize the execution of a construction contract for the Stoneridge and Elm Drainage Improvements - Package F Regional Detention Pond (SW1910)

- AF. [25-611](#) Approval of and authorization to reprogram fiscal year 2025 Capital Improvement Project No. 2530090 to purchase one 2025 Chevrolet Traverse from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract No. 1000009315
- AG. [25-549](#) Approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)
- AH. [25-505](#) Approval of and authorization to execute Change Order No. 3 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)
- AI. [25-553](#) Approval of and authorization to execute Change Order No. 1 with Becco Contractors Inc for the Houston St Widening (ST2028)
- AJ. [25-649](#) Approval of and authorization to execute Change Order No. 1 with Crossland Heavy Contractors for the Events Park Infrastructure Project (2417210)
- AK. [25-592](#) Approval of and authorization to execute Change Order No. 1 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)
- AL. [25-550](#) Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)
- AM. [25-548](#) Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)
- AN. [25-545](#) Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)
- AO. [25-587](#) Acceptance of a Sewer Line Easement from CREOKS Mental Health Services, INC., on property located approximately one-quarter mile north of Kenosha Street (71st Street), west of 23rd Street (Countyline Road), Wagoner County, State of Oklahoma, (Section 6, T18N, R15E) (EASE-002156-2025)

- AP.** [25-586](#) Acceptance of a Sewer Line Easement from RDS Business Park, LLC, on property located approximately one-quarter mile north of Kenosha Street (71st Street), west of 23rd Street (Countyline Road), Wagoner County, State of Oklahoma, (Section 6, T18N, R15E)(EASE-002155-2025)
- AQ.** [25-544](#) Acceptance of a Storm Sewer Easement from Tag Tulsa, LLC on property located south of Kenosha Street (71st Street), one-quarter mile west of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E), (EASE-002112-2025)
- AR.** [25-560](#) Acceptance of a Waterline Easement from Independent School District No. 3 of Tulsa County Oklahoma on property located approximately one-quarter mile south of New Orleans Street (101st Street) and one-half mile east of Elm Place (161st Street) (Section 26, T18N, R14E) (EASE-002153-2025)
- AS.** [25-615](#) Acceptance of a Utility Easement consisting of 0.053 acres from Wayne A. Murtha and Tina I. Murtha on property located at 10804 South Lynn Lane Road in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 9th Street, Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, Parcel 9.0 (Project No. WL23080)
- AT.** [25-574](#) Approval of and authorization to execute a Purchase and Sales Agreement for real property at 21194 East 101st Street, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1652, 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, Wagoner County, Oklahoma and more particularly described as Lot Five (5), Block One (1), Whispering Hills Estates, a subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, 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 Amy Williams; 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 \$270,000.00 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 real property at 21194 East 101st Street, Broken Arrow, Oklahoma; and containing other provisions relating thereto (Project No. 2417210)

AU. [25-648](#) Approval of and authorization to execute a Purchase and Sales Agreement for real property generally located in the 19900 block East 61st Street South, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1653, a Resolution of the City of Broken Arrow ratifying, approving, authorizing and accepting a Purchase and Sales Agreement for real property located in Broken Arrow, Wagoner County, Oklahoma and more particularly described as A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres (the "real property") in accordance with the terms of a certain Purchase and Sales Agreement by and between the City of Broken Arrow and John M and Cynda A Spoon Trust; approving and authorizing purchase of the real property pursuant to the Purchase and Sales Agreement and authorizing the City of Broken Arrow expenditure of the sum \$181,818.40 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 real property generally located in the 19900 block East 61st Street, Broken Arrow, Oklahoma; and containing other provisions relating thereto (Project No. S.24010)

AV. [25-617](#) Ratification of the Claims List Check Register Dated April 28, 2025

6. Consideration of Items Removed from Consent Agenda

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

- A.** [25-627](#) Presentation, discussion, and possible acceptance of the 2024-2025 Broken Arrow Youth City Council's Big Idea
- B.** [25-598](#) Discussion to construct traffic calming devices along South Maple Avenue in the Meadows at Indian Springs subdivision in accordance with the Traffic Calming Policy
- C.** [25-390](#) Presentation of VENU Economic Development Update

- D. [25-630](#) Presentation and discussion of the City of Broken Arrow/Broken Arrow Police Department's fiscal year 2025 and fiscal year 2026 plans to build a Real Time Information Center
- E. [25-558](#) Presentation of the status on Rose District Parking Lot project located at the intersection of W. Commercial St. and S. Ash Ave. in downtown Broken Arrow Project No. 2417280
- F. [25-572](#) Presentation of conceptual design options for the Dallas Street Improvements from Main Street to 9th Street (Project Number ST25320)
- G. [25-639](#) Conduct a public hearing regarding the proposed creation of Increment District No. 6, City of Broken Arrow and the Hackberry Market Economic Development Project Plan
- H. [25-268](#) Update on the 2026 General Obligation Bond Package

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

9. General Council Business

- A. [25-424](#) Consideration, discussion, and possible award of the lowest responsible bid to PCC, Sports for the construction of the Nienhuis Football Synthetic Turf Fields (Project 2460360)
- B. [25-642](#) Consideration, discussion and possible approval and execution of a Resolution No.1654 creating, naming, and establishing the commencement date for Increment District No. 6, City of Broken Arrow; ratifying and confirming the Ordinance of the City Council of the City of Broken Arrow, Oklahoma, providing for severability; and containing other provisions related thereto
- C. [25-578](#) Consideration, discussion and possible approval to award the lowest responsible bid to Scissor Tail Construction for the Renovation of the Public Safety Complex - EMS Building (Project Number 191711)
- D. [25-597](#) Consideration, discussion, and possible approval for securing lobbying services for the City of Broken Arrow for state and federal legislative matters

10. Preview Ordinances

- A. [25-541](#) Consideration, discussion, and possible preview of an Ordinance closing an easement from Anthem Church, Inc, on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E), (EASE-002076-2025)
- B. [25-643](#) Consideration, discussion, and possible preview of an Ordinance approving the new Broken Arrow Zoning Ordinance

11. Ordinances

- A. [25-472](#) Consideration, discussion, and possible adoption of Ordinance No. 3860, closing a utility and drainage easement from Heritage BA, on property located one-eighth mile east of Evans Road (225th East Avenue) and north of Kenosha Street (71st Street), Wagoner County, State of Oklahoma, (Section 04, T18N, R15E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002069-2025)
- B. [25-473](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3860; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- C. [25-638](#) Consideration, discussion and possible adoption of an Ordinance No. 3875 of the City of Broken Arrow, Oklahoma (the “City”) approving utilization of apportioned tax revenues authorized by statewide vote adopting Article 10, Section 6C of the Oklahoma Constitution and implemented by the Local Development Act, 62 O.S. §850, et seq.; approving and adopting the Hackberry Market Economic Development Project Plan and expressing intent to carry out the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; creating and establishing Increment District No. 6, City of Broken Arrow and/or deferring the naming and effective date for the creation of the Increment District; designating and adopting the Increment District boundaries and the Project Area boundaries; adopting certain findings; reserving to the City the authority to make minor amendments to the Project Plan; authorizing the City Council of the City to carry out and administer the Project Plan; establishing a Tax Apportionment Fund; authorizing directions for prospective apportionment of tax increments; establishing an allocation of use for tax increments; declaring apportionment funds to be funds of the City and limiting the pledge of apportioned increments to increments actually apportioned by the City; authorizing the City Council of the City, or a public trust designated thereby, to implement the Project Plan utilizing apportioned tax increments to pay or reimburse project costs directly and/or to issue bonds or notes, if feasible and desirable, to pay project costs and to retire said bonds or notes from apportioned tax increments; providing for severability; declaring an emergency; and containing other provisions related thereto
- D. [25-640](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3875; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

- E. [25-612](#) Consideration, discussion, and possible adoption of Ordinance No. 3876, an ordinance amending the Broken Arrow Code of Ordinances Chapter 12, Garbage and other refuse, Article I in General, Section 12-1 Definitions; specifically amending title; Section 12-3 Right to engage in business of collecting, hauling, etc.; license, permit amounts in line with manual of fees and specific dates for reporting of weights; repealing all ordinances to the contrary; and declaring an emergency
- F. [25-660](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3876; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

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

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

15. Adjournment

NOTICE:

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

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

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

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

21 O.S. Section 280 provides the following:

A. It is unlawful for any person, alone or in concert with others and without authorization, to willfully disturb, interfere or disrupt state business or the business of any political subdivision, which includes publicly posted meetings, or any agency operations or any employee, agent, official or representative of the state or political subdivision.

B. It is unlawful for any person who is without authority or who is causing any disturbance, interference or disruption to willfully refuse to disperse or leave any property, building or structure owned, leased or occupied by state officials or any political subdivision or its employees, agents or representatives or used in any manner to conduct state business or any political subdivision's business or operations after proper notice by a peace officer, sergeant-at-arms, or other security personnel.

C. Any violation of the provisions of this section shall be a misdemeanor punishable by imprisonment in the county jail for a term of not more than one (1) year, by a fine not exceeding One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment.

D. For purposes of this section, "disturb, interfere or disrupt" means any conduct that is violent, threatening, abusive, obscene, or that jeopardizes the safety of self or others.

A paper copy of this agenda is available upon request.

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

City Clerk



City of Broken Arrow

Request for Action

File #: 25-661, **Version:** 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

Acknowledgement of out-of-state travel by City Council Members

Background:

This item comes before the Council to advise of out-of-state travel by City Council members for May 2025:

Broken Arrow Chamber's DC Fly-In: This event brings together civic, community and policy leaders as well as elected officials.

On **May 11-14, 2025**, Mayor Debra Wimpee, Vice Mayor Johnnie Parks, Council Member Lisa Ford, Council Member Justin Green and Council Member David Pickel are traveling to Washington, DC to attend this meeting.

Cost: Approximately \$16,500

Funding Source: General Government

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

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



City of Broken Arrow

Request for Action

File #: 25-15, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of the City Council Meeting Minutes of April 15, 2025

Background:

Minutes recorded for the City Council Meeting.

Cost:

Approximately \$111

Funding Source:

City Clerk Operational Fund

Requested By:

City Clerk's Office

Approved By:

City Manager's Office

Attachments:

April 15, 2025 City Council Minutes

Recommendation:

Approve the minutes of the April 15, 2025 City Council Meeting.



City of Broken Arrow

Minutes

City Council Meeting

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, April 15, 2025

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

Pastor Greg Pittman led the invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Mayor Debra Wimpee.

5. Administration of Oaths of Office

Council Members David Pickel, Justin Green, Lisa Ford, Vice Mayor Johnnie Parks, and Mayor Debra Wimpee took the Oath of Office.

6. Election of the Mayor

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Re-elect existing Mayor Debra Wimpee to another term as Mayor Of Broken Arrow, OK

The motion carried by the following vote:

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

7. Election of the Vice Mayor

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Re-elect existing Vice Mayor Johnnie Parks to another term as Vice Mayor Of Broken Arrow, OK

The motion carried by the following vote:

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

8. Consideration of Consent Agenda

- A. 25-14 Approval of the City Council Meeting Minutes of April 01, 2025
- B. 25-525 Approval of and authorization to execute Resolution No. 1640, a Resolution of the Broken Arrow City Council to purchase property located at 1819 South Main Street, Broken Arrow, OK, and approval and authorization to execute a Purchase and Sales Agreement with Griffith Contracting LLC for the sum of \$700,000.00 with \$15,000.00 earnest money and by paying one half of the 5% sales commission at closing
- C. 25-476 Approval of and authorization to execute Resolution No. 1645, a Resolution of Necessity to Condemn Property located at 12338 South 145th East Avenue, Broken Arrow, OK 74011, located in Section 4, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the Aspen Shreveport to Tucson Roadway Improvements, Parcel 8.0 and 8.A (Project No. ST2031)
- D. 25-538 Approval of and authorization to execute Budget Amendment Number 22 for Fiscal Year 2025
- E. 25-528 Acknowledgment of the submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, Fire Sales Tax Fund, and Visit Broken Arrow for February 2025

- F. 25-482 Approval of the appointment of Matt Litterell to the Broken Arrow Economic Development Corporation (BAEDC) Board of Directors for a term beginning April 30, 2025, and expiring December 31, 2027
- G. 25-420 Approval of and authorization to execute the Tulsa County Urban County Community Development Block Grant (CDBG) Application for Federal Fiscal Year 2025 (FFY2025) Funds
- H. 24-1507 Approval of and authorization to execute a Professional Consultant Agreement with Monte R. Lee and Company for design of a new Radio Communications Tower (Project 191793)
- I. 25-518 Notification of Quarterly Enterprise Resource Planning (ERP) Systems Status Report for City Council
- J. 25-425 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of less than \$50,000
- K. 25-524 Approval of and authorization to issue a 15-day extension to award bids for good cause for Scissor Tail Construction for the Renovation of the Public Safety Complex EMS Building (Project Number 191711)
- L. 25-530 Approval of and authorization to purchase the Unify software product from CentralSquare to enhance the mutual automatic aid agreement between the City of Broken Arrow and the City of Coweta
- M. 25-455 Approval of and authorization to purchase seventy-three (73) Glock G45 A cut Aimpoint COA combo pistols from H&H Shooting Sports, pursuant to Oklahoma Statewide Contract #0900000488
- N. 25-531 Approval of and authorization to amend Purchase Order 22501126 for the purchase of one (1) Caterpillar C4.4 GCABR 80kW stationary generator from Warren CAT pursuant to the Sourcewell Purchasing Cooperative
- O. 25-526 Approval of and authorization to waive prohibited construction activities during specified times and allow for temporary 24-hour per day availability for various intersection striping (ST25140) by Action Safety Supply pursuant to Broken Arrow Code of Ordinances, Chapter 16, Section 12
- P. 25-292 Approval of PT 001984 2025|PR 000157 2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS 4(Single Family Residential)/PUD 001360 2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)
- Q. 25-540 Approval of PT 002050 2025|PR 000784 2024, Hackberry Market, Conditional Final Plat, 30.54 acres, 6 lots, CN (Commercial Neighborhood), CG (Commercial General), RD (Residential Duplex), and R 2 (Single Family Residential) to CH (Commercial Heavy) and PUD 001818 2024 via BAZ 001817 2024, northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th E. Avenue)
- R. 25-302 Acceptance of a Right of Way Dedication from Great Plains Land and Wildlife Conservation Corporation, on property located west of the northwest corner of 9th Street (Lynn Lane) and Florence Street (111th Street), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E) (EASE 002010 2025)
- S. 25-337 Acceptance of a Right of Way Dedication from Oakmont Hills, LLC, on property located north and west of the northwest corner of 9th Street (Lynn Lane) and Florence Street (111th Street), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E) (EASE 002009 2025)
- T. 25-514 Approval of and authorization to execute the United States Army Corps of Engineers Permit No. SWT 2021 0053 to construct erosion control measures along the banks of a tributary to Covington Creek, City project No. SW2006
- U. 25-535 Approval of and authorization to execute Change Order No. 1 with Muscat Co for the Paint Existing Traffic Signals (9399350)
- V. 25-536 Approval of and authorization to execute Change Order No. 1 with Anytime Roofing Inc. for the Old Fire Station No. 7 Roof Replacement (2417020)
- W. 25-474 Acceptance of a Temporary Construction Easement consisting of 0.28 acres from the Shenandoah Valley at Battle Creek Property Owners Association, the owner, on property located in the Southeast Quarter of Section 27, Township 19 North, Range 14 East, Tulsa County, State of Oklahoma for the Shenandoah Valley at Battle Creek Pond Outlet Structure, Parcel 2.A. (Project No. SW23030)
- X. 25-475 Acceptance of a Temporary Construction Easement consisting of 0.33 acres from the Shenandoah Valley at Battle Creek Property Owners Association, the owner, on property located in the Southeast Quarter of Section 27, Township 19 North, Range 14 East, Tulsa County, State of Oklahoma for the Shenandoah Valley at Battle Creek Pond Outlet Structure, Parcel 1. A. (Project No. SW23030)
- Y. 25-487 Acceptance of a Utility Easement from Jason W. Camp, the owner, on property located at 11806 East 64th Street, Broken Arrow, Oklahoma 74012, located in the Northwest Quarter of Section 5, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 17.0 for the Melinda Park Sanitary Sewer Improvements Project No. S.23030
- Z. 25-499 Approval of and authorization of Final Acceptance for the public improvements at

- AA. 25-501 Anthem Church located at 7777 South Garnett Road**
Approval of and authorization of Final Acceptance for the public improvements at Aspen Ridge Commercial Development Driveway located at 5601 South Aspen Avenue
- AB. 25-502 Approval of and authorization of Final Acceptance for the public improvements at Broken Arrow High School (BAHS) Fencing & Security located at 1901 East Albany Street**
- AC. 25-503 Approval of and authorization of Final Acceptance for the public improvements at Legacy Shops at Aspen Ridge located at 1810 West Norfolk Drive**
- AD. 25-504 Approval of and authorization of Final Acceptance for the public improvements at Sequoyah Middle School 8th Grade Academy located at 2701 South Elm Place**
- AE. 25-521 Ratification of the Claims List Check Register Dated April 07, 2025**

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Consent Agenda minus Item 25-292

The motion carried by the following vote:

Aye: 5 -

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

9. Consideration of Items Removed from Consent Agenda

- P. 25-292 Approval of PT 001984 2025|PR 000157 2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 132 Lots, RS 4(Single Family Residential)/PUD 001360 2024 (Planned Unit Development), located north of Tucson Street (121st Street) and approximately one-quarter mile west of 9th Street (Lynn Lane Road/177th Avenue)**

Rocky Henkel, Director of Community Development, presented Item 25-2952, the conditional final plat for Spring Creek Crossing, covering 36.99 acres with 132 lots, which is located west of Lynn Lane and north of Tucson. The property was previously rezoned from AG 1 to RS 4 with a PUD. It was approved unanimously by the Planning Commission on February 27, 2025. A few residents raised questions about landscaping and construction, but there was no opposition to the plat itself. The project engineer is available for questions.

Dustin Fletcher raised concerns about severe flooding in Southfork, which he attributes to nearby construction activity. He presented video evidence showing water and mud runoff affecting his driveway, backyard, and neighbors' properties—conditions he says have never occurred before the development. Mr. Fletcher noted the 50-foot buffer zone is failing to stop the water and that runoff is now impacting his patio and a backyard structure. Despite previous warnings at planning and council meetings, he said the issue has persisted, communication with the developer has been limited, and he urged the city to take action.

In response to Dustin Fletcher's flooding concerns, Rocky Henkel acknowledged the issue and noted that the neighbor had previously contacted them, prompting a referral to the engineering and construction team. While construction regulations require erosion control measures like silt fences and BMPs, the presence of muddy runoff indicates those aren't being effectively maintained. Engineering has reportedly issued letters to the developer, but a full review of the situation is pending since it was only brought to attention earlier that day. Concern was expressed over the visible silt and increased runoff. City Manager Michael Spurgeon said they would consult with staff, including Kenny Schwab and Charlie Bright, and are willing to issue a stop work order if the developer fails to comply with city regulations. He also urged residents to bring such issues directly to his attention in the future for quicker resolution.

Megan Pasco of Tanner Consulting, the project's engineering firm, stated that she had not previously been contacted by any neighbors about the flooding concerns and only became aware of the issue earlier that day while preparing for the meeting. She noted that while residents may have reached out to a future homebuilder involved with the project, they likely had not contacted the actual developer responsible for site conditions, leading to miscommunication. She offered to help connect the neighbors with the correct development representatives and share her contact information to ensure future concerns are directed appropriately.

Megan Pasco of Tanner Consulting emphasized that erosion control measures such as silt fences and water trucks were in use and that the current conditions are temporary due to construction. She outlined the stormwater design, which includes redirecting runoff to reduce flow toward Southfork by over 40% under 100-year storm conditions. Michael Spurgeon responded by expressing strong concern over the situation, asserting that "doing the best we can" isn't enough when residents are being affected. He emphasized the city's responsibility to enforce regulations, consider a stop work order if needed, and improve communication between developers, inspectors, and residents. Staff committed to issuing a written list of expectations for the developer before final approval. It was also agreed that residents should report concerns directly to the city so the appropriate departments can respond quickly, with City Manager Spurgeon promising to take steps to ensure accountability and prevent future damage.

A letter by citizen Gary Benuzzi described severe and ongoing impacts from the Spring Creek Crossing development, which has caused mud to flood his backyard during recent rains. He and his wife, long-time residents of Southfork Estates, have seen layers of mud cover their walkways, flower beds, and yard, preventing them from enjoying their property. The mud flows through their fence from the adjacent development, spreading to neighboring properties and even down the street. These conditions have made basic outdoor activities difficult and even hazardous, as he nearly fell while trying to fill a bird feeder. Their dog can no longer be let outside without returning covered in mud, further complicating daily life. Mr. Benuzzi emphasized that the developer's current attempts at mitigation have been ineffective and called for the city to compel the developer to take meaningful action, questioning why residents should bear the burden of negligence for the sake of profit.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to table Item 25-292 until a resolution is reached.

The motion carried by the following vote:

Aye: 5 -

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

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

A. 25-517 Presentation of the results of the Parks and Recreation Micro Survey

Aaron McColloch, Director of Communications, presented Item 25-517, the Parks and Recreation Department, presented the results of a March micro survey that garnered 3,509 responses, reflecting strong community engagement. The survey focused on the South Broken Arrow community center, the Elam Park master plan, trail system expansion, and other potential amenities. For the community center, the indoor walking track and flexible multipurpose spaces received the highest support, while a proposed \$20 million indoor swimming pool, although initially popular, lost favor when cost was considered, with respondents preferring that money be allocated to other park features. In Elam Park, exercise stations and trails topped the list of priorities, followed by pavilions, a splash pad, and courts for tennis, pickleball, and basketball. Skate parks and sand volleyball received the least interest. The Rose District ranked highest among destinations for improved pedestrian access, though support was relatively close across all proposed trail connections. Outdoor pickleball courts and a northeast dog park received moderate interest, while sand volleyball additions ranked lowest. The city will now publish these results and use them to inform 2026 general obligation bond planning, with the following micro survey already underway and expected to focus on emergency services.

Council members and staff discussed public input from the recent Parks and Recreation micro survey, with emphasis on indoor basketball courts and facility usage. One concern raised was the lack of free-play space for basketball, as current community centers are often booked for volleyball. Michael Spurgeon noted public interest in indoor walking tracks and flexible multipurpose spaces, with support for incorporating those in potential new facilities like Elam Park. The high cost of an indoor pool was acknowledged as a factor in its lower prioritization in survey responses.

The discussion also addressed why sports facilities scored lower than expected despite their known economic benefits. Officials speculated that the demographics of survey respondents—predominantly older residents—may have skewed the results away from amenities like turf fields or pools that appeal to families with young athletes. They emphasized the need for more targeted outreach to ensure future surveys reflect broader community needs. The potential for creative funding strategies in the upcoming 2026 bond was noted, with the goal of balancing priorities.

Additionally, updates were shared on regional planning efforts and a separate survey on expanding the Batmobile transit service. Talks with Tulsa Transit are ongoing to assess the feasibility of extended weekend hours and service areas. Phase 2 of that program is nearing completion, and the council will soon need to consider Phase 3. Staff acknowledged previous service concerns and committed to ensuring better follow-up with Tulsa Transit.

B. 25-357 Presentation and annual programming update by the Broken Arrow Genealogy Society

Lori Hill, Community Relations Manager, congratulated the council and noted that they would now be coordinating meeting schedules with them moving forward. As part of the annual user group agreements, organizations are required to provide yearly updates on their activities. Two such groups—the Veterans Board, represented in part by Mayor Wimpee and speaker Bryan Bandy, and the Genealogy Society, represented by Councilor Green and speaker Jae Jaeger were present to give their reports.

Jae Jaeger of the Genealogy Society congratulated the mayor and council on their new terms and presented a colorful historical handout featuring D.B. Layton, an early oilman in Broken

Arrow. She explained that studying individual and family genealogy reveals unique historical details, and the museum continues to support both public and online inquiries with dedicated hospitality and research hours. The society holds quarterly public meetings and remains active with regional heritage groups, including collaborations with the Muscogee Creek Nation and their archives in Okmulgee. They are also working to promote access to a significant Tulsa City-County Library collection tied to the Indian rights movement. Jaeger thanked the city for providing a new carpet in July and shared that the collection continues to grow, particularly with Civil War materials, Missouri historical journals, and surname files critical to Broken Arrow's history. She expressed a need for more volunteers, especially for library coverage, but noted the group remains financially stable and looks forward to future collaborations with the museum's new director.

C. 25-364 Presentation and annual programming update by the Broken Arrow Veterans Center

Bryan Bandy, recently elected Chairman of the Veterans Center Board, congratulated the council and provided an update on the center's activities. The organization includes groups such as the Veterans of Foreign Wars, American Legion, Purple Heart Association, Vietnam Veterans Association, Blue Star Mothers, and a representative from the Oklahoma Department of Veteran Affairs. Financially, the center began with \$1,463, had \$23,000 in deposits, spent \$20,000, and currently maintains a \$2,600 balance. Outreach efforts have been substantial: the Blue Star Mothers shipped over 2,400 care packages worldwide, the American Legion placed 512 wreaths for Wreaths Across America, and the center supported 23 community events. Additionally, Howard Coy and Bobby Jones collectively assisted over 2,100 veterans with service claims. Bandy emphasized the center's exceptional impact and efficiency in serving veterans.

Mr. Bandy acknowledged that while the Veterans Center, being relatively new, doesn't have many pressing needs, he welcomed ongoing discussions about potential improvements, including additional storage. Mr. Bandy expressed interest in scheduling a meeting with the center's representatives to ensure continued support for veteran services. Bryan Bandy welcomed the opportunity and praised Community Relations Manager, Lori Hill for her invaluable contributions to the center. Council members agreed and took the opportunity to remind the public that the Veterans Center is also available for event rentals, highlighting its amenities such as tables, chairs, a catering kitchen, and a covered patio, making it ideal for showers, reunions, and other gatherings.

D. 25-267 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon updated the council on the progress of the Internal Steering Committee formed to support the partnership process. The committee held its first meeting, received project review materials, and is expected to meet at least twice more before June. He encouraged members to attend council-user group meetings to understand expectations better. Spurgeon noted that councilmembers also received their project books early to allow ample time—about two months—for review, given the large number of proposed projects generated through public input, staff recommendations, and survey feedback.

City Manager Michael Spurgeon praised the engineering and construction team—particularly Charlie Bright, Shannon Marshall, Travis Small, and consultant Jacobs—for their work on preparing the comprehensive bond program materials. He emphasized that the project book is more than a one-time bond package; it's a strategic program that can serve future councils, with about two-thirds of the proposed projects likely being long-term priorities. The document's organization, especially the table of contents, was highlighted as a valuable tool for council members to navigate and make informed decisions.

City Manager Spurgeon noted that recreation survey results, presented earlier, may warrant a follow-up survey later in the year to refine priorities. Public forums are being scheduled across three parts of the city, coordinated by Lori Hill, with the first forum already confirmed and others planned around the summer schedule. City Manager Spurgeon acknowledged the challenge ahead—balancing a high volume of quality projects against budget limitations—but expressed excitement about the process. He also mentioned that his first status letter on the bond program has begun circulating, with a second to follow this summer. While council members joked about reading through the hefty book, Spurgeon reaffirmed his commitment to keeping them informed and encouraged them to reach out with any questions ahead of upcoming meetings and decisions later in the year.

11. 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)

City Manager Michael Spurgeon responded to a question about the city's contract with the Broken Arrow Economic Development Corporation (EDC), which Mr. Bell brought up from the Chamber. He explained that the EDC handles specific aspects of the city's broader

economic development efforts, particularly workforce development and the retention, expansion, and recruitment of manufacturing, industrial, and high-tech sectors—areas aligned with the EDC's expertise. This partnership has been in place for about 15 years, and a board was created to oversee and advise the City Council. City Manager Spurgeon noted that the most recent agreement, approved unanimously by the council in June, outlines all responsibilities and deliverables, which are reported monthly to ensure compliance. He offered to provide the deal to Mr. Bell or have someone from the city explain it further.

12. General Council Business

A. 25-468 Consideration, discussion, and possible appointment of two (2) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the two (2) Trustee appointments with three-year terms commencing July 1, 2025

City Manager Michael Spurgeon provided background on the Oklahoma Municipal Assurance Group (OMAG), which has offered liability, workers' compensation, property, and risk management services to Oklahoma municipalities since 1977. Governed by a seven-member board elected by its members, OMAG has included Broken Arrow as a member since 1982. With two board seats expiring on June 30th, eight individuals were nominated to fill the vacancies. After reviewing the candidates, the recommendation was made for the council to vote for Vicki Patterson, an incumbent from Broken Bow, and Karl Burkhardt from Stonewall, who is not an incumbent but has worked closely with city officials and served on the Oklahoma Municipal League's policy committee.

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

Move to Approve Item 25-468 appointment of two (2) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the two (2) Trustee appointments with three-year terms commencing July 1, 2025

The motion carried by the following vote:

Aye: 5

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

B. 25-469 Consideration, discussion, and possible approval of selection of Clarity of Place as the consultant for the Visit Broken Arrow Five-Year Strategic Plan

Makala Barton, Tourism Development Manager, presented Item 25-469 and requested council approval to proceed with hiring Clarity of Place as the consultant for a new strategic tourism plan. Marking her first anniversary in the role, she noted the city's significant growth and the need for a fresh, focused direction to guide future tourism efforts, especially since the previous plan from 2017 has been fully executed and is now outdated. An RFP process yielded 12 proposals with a wide cost range. After a thorough review and interviews with the top four firms, Clarity of Place was selected for its strong methodology, relevant experience, and partnership with Kimley-Horn. The firm received strong endorsements from other cities and was among the more affordable options. Confident in their ability to deliver valuable guidance, she asked the council to approve the selection.

In response to questions about the scope of the strategic plan, Ms. Barton confirmed that Clarity of Place will provide creative marketing ideas and campaign recommendations aimed at enhancing tourism. Their work will include evaluating existing tourism assets, identifying opportunities for improvement, analyzing visitor demographics, and forecasting how new attractions—like the upcoming amphitheater—might shift the city's tourism profile. The plan will also explore ways to expand outreach to overlooked groups, such as veterans, while maintaining the city's strong family-friendly branding.

City Manager Michael Spurgeon and council members expressed strong support, emphasizing the importance of aligning the plan with future developments like the amphitheater and maximizing hotel use through strategic cross-marketing. Council member Lisa Ford, who serves on the Tourism Board, endorsed the effort, noting the value of a clear, unified direction given the many ideas already in motion. The plan will be shaped with input from various stakeholders, including the tourism board, city council, hoteliers, and amphitheater partners, through focus groups. The project will be funded through the city's tourism reserve funds.

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

Move to Approve Item 25-469 selection of Clarity of Place as the consultant for the Visit Broken Arrow Five-Year Strategic Plan

The motion carried by the following vote:

Aye: 5

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

C. 25-438 Consideration, discussion, and possible approval of and authorization to execute

Agreement, Gas Facilities Safety Improvement, between Enable Oklahoma Intrastate Transmission, LLC and the City of Broken Arrow, for Houston Street Widening from Garnett Road to Olive Avenue (Project ST2028)

Charlie Bright, Director of Engineering and Construction, presented Item 25-438, an agreement with Enable (under the parent company Energy Transfer) concerning a 24-inch high-pressure gas line along Houston Street. During the redesign of Houston Street—adjusted initially to avoid the \$2 million cost of relocating the gas line—it was discovered during construction that the existing casing under the road wasn't long enough to cover the line beneath the newly shifted roadway. To protect the line under the road, Enable requires the casing to be extended.

After lengthy negotiations, the city reached an agreement for approximately \$110,000, which, while considered high, is significantly less than the cost of relocating the line. The agreement stipulates the city will only pay actual construction costs, meaning if the project comes in under the estimated amount, the city will pay less. The project is complex due to the safety and construction standards involved in casing a pressurized gas line, and approval of the agreement is recommended so work can proceed and construction on the road can continue without delay.

In response to a question about what "casing" means, Mr. Bright explained that casing involves placing a larger protective steel pipe around a utility line—such as the 24-inch gas transmission line in question—when it crosses under a roadway. This casing extends beyond both sides of the road and serves two key purposes: it protects the line from damage caused by traffic and road stress, and it allows for future maintenance or replacement of the line without needing to dig up the road. The actual gas line runs inside this casing, which can remain in place if the line ever needs to be removed or replaced. This method is a standard industry practice used by the city for water lines and other utilities as well, especially under roads and creeks. The line in question is the largest in Broken Arrow and is part of a broader regional transmission network—not a local service line—making its protection especially important.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Approve Item 25-438 approval of and authorization to execute Agreement, Gas Facilities Safety Improvement, between Enable Oklahoma Intrastate Transmission, LLC and the City of Broken Arrow, for Houston Street Widening from Garnett Road to Olive Avenue (Project ST2028)

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

13. Preview Ordinances

- A. 25-471 **Consideration, discussion, and possible preview of an Ordinance closing a utility and drainage easement from Heritage BA on property located one-eighth mile east of Evans Road (225th East Avenue) and north of Kenosha Street (71st Street), Wagoner County, State of Oklahoma, (Section 04, T18N, R15E), repealing all ordinances to the contrary; and declaring an emergency (EASE 002069 2025)**

Rocky Henkel, Director of Community Development, presented Item 25-471, a request from Heritage BA to close a 25-foot-wide utility and detention easement located about one-eighth mile east of Evans Road and north of Kenosha. The property is currently being platted as Heritage United. After reviewing the application, staff determined the closure was appropriate and recommended the council preview the ordinance and set it for adoption.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve the Ordinance

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

14. Ordinances

- A. 25-448 **Consideration, discussion and possible adoption of Ordinance No. 3856, closing a waterline easement from Independent School District No. 3 of Tulsa County, on property located one-quarter mile south of Albany Street (61st Street) and one-quarter mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 01, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 002103 2025)**

Rocky Henkel, Director of Community Development, presented Item 25-448. The ordinance pertains to a request from Independent School District No. 3 of Tulsa County to close a 10-foot-wide waterline easement on property located about one-quarter mile south of Albany and one-quarter mile west of County Line Road, currently developed as Broken Arrow High School. City staff has reviewed the application and supports the easement closure. The City Council previously previewed the ordinance on April 1, 2025. Staff recommends the adoption of Ordinance No. 3856 along with approval of the accompanying emergency clause.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-448 adoption of Ordinance No. 3856, closing a waterline easement from Independent School District No. 3 of Tulsa County, on property located one-quarter mile south of Albany Street (61st Street) and one-quarter mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 01, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 002103 2025)

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

Rocky Henkel, Director of Community Development, presented the following Ordinance Items:

- B. 25-449 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3856; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-449, an emergency clause for Ordinance No. 3856; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- C. 25-457 Consideration, discussion, and possible adoption of Ordinance No. 3857, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1825, along with PUD 199A generally located south and west of the southwest corner of Elm Place (161st East Avenue) and Tucson Street (121st Street), granting CN (Commercial Neighborhood) zoning classification upon the tract along with PUD 199A, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-457 adoption of Ordinance No. 3857, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1825, along with PUD 199A generally located south and west of the southwest corner of Elm Place (161st East Avenue) and Tucson Street (121st Street), granting CN (Commercial Neighborhood) zoning classification upon the tract along with PUD 199A, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- D. 25-458 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3857; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-458, an emergency clause for Ordinance No. 3857; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- E. 25-459 Consideration, discussion, and possible adoption of Ordinance No. 3858, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1958, along with PUD 118E generally located one-quarter mile north of Kenosha Street, one-quarter mile east of Aspen Avenue, granting RM (Residential Multi-Family) zoning classification upon the tract along with PUD 118E, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-459 adoption of Ordinance No. 3858, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1958, along with PUD 118E generally located one-quarter mile north of Kenosha Street, one-quarter mile east of Aspen Avenue, granting RM (Residential Multi-Family) zoning classification upon the tract along with PUD 118E, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- F. 25-460 Consideration, discussion, and possible approval of an emergency clause for Ordinance**

No. 3858; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-460, an emergency clause for Ordinance No. 3858; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- G. 25-461** Consideration, discussion, and possible adoption of Ordinance No. 3859, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1966, along with PUD 156, generally located one-quarter mile south of the southwest corner of Albany Street (61st Street) and Elm Place (161st E. Avenue), granting CH (Commercial Heavy) zoning classification upon the tract along with PUD 156, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-461 adoption of Ordinance No. 3859, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1966, along with PUD 156, generally located one-quarter mile south of the southwest corner of Albany Street (61st Street) and Elm Place (161st E. Avenue), granting CH (Commercial Heavy) zoning classification upon the tract along with PUD 156, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- H. 25-462** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3859; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-462, an emergency clause for Ordinance No. 3859; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- I. 25-480** Consideration, discussion, and possible adoption of Ordinance No. 3861, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2064, along with PUD 318 generally located one-quarter mile north of Kenosha Street (71st Street), one quarter mile west of Aspen Avenue (145th E. Avenue), granting RS 4 (Single Family Residential) zoning classification upon the tract along with PUD 318, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-480 adoption of Ordinance No. 3861, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2064, along with PUD 318, generally located one-quarter mile north of Kenosha Street (71st Street), one quarter mile west of Aspen Avenue (145th E. Avenue), granting RS 4 (Single Family Residential) zoning classification upon the tract along with PUD 318, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- J. 25-481** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3861; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-481, an emergency clause for Ordinance No. 3861; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- K. 25-483** Consideration, discussion, and possible adoption of Ordinance No. 3862, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 001334 2024, along with SP 001335 2024 generally located north of West Kenosha Street (East 71st Street South), and one-quarter mile west of South Olive Avenue (South 129th

East Avenue), granting A 1 (Agricultural) zoning classification upon the tract along with SP 001335 2024, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-483 adoption of Ordinance No. 3862, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 001334 2024, along with SP 001335 2024, generally located north of West Kenosha Street (East 71st Street South), and one-quarter mile west of South Olive Avenue (South 129th East Avenue), granting A 1 (Agricultural) zoning classification upon the tract along with SP 001335 2024, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- L. 25-484 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3862; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Davids Pickel, seconded by Johnnie Parks
Move to Approve Item 25-484, an emergency clause for Ordinance No. 3862; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- M. 25-485 Consideration, discussion, and possible adoption of Ordinance No. 3863, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 001873 2024, generally located one-half mile north of Houston Street (81st Street), East of Lynn Lane (9th Street), granting RD (Residential Duplex) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-485 adoption of Ordinance No. 3863, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 001873 2024, generally located one-half mile north of Houston Street (81st Street), East of Lynn Lane (9th Street), granting RD (Residential Duplex) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- N. 25-486 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3863; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-486, an emergency clause for Ordinance No. 3863; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- O. 25-488 Consideration, discussion, and possible adoption of Ordinance No. 3864, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2078, along with PUD 322 generally located at the northeast corner of Main Street and Washington Street (91st Street), granting CN (Commercial Neighborhood) zoning classification upon the tract along with PUD 322, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-488 adoption of Ordinance No. 3864, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2078, along with PUD 322 generally located at the northeast corner of Main Street and Washington Street (91st Street), granting CN (Commercial Neighborhood) zoning classification upon the tract along with PUD 322, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- P. 25-491** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3864; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-491, an emergency clause for Ordinance No. 3864; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
 The motion carried by the following vote:
Aye: 5 David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
- Q. 25-496** Consideration, discussion, and possible adoption of Ordinance No. 3865, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2096, along with PUD 326 generally located one-half mile north of New Orleans Street (101st Street) and west of Olive Avenue (129th East Avenue), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 326, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
- MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-496 adoption of Ordinance No. 3865, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2096, along with PUD 326, generally located one-half mile north of New Orleans Street (101st Street) and west of Olive Avenue (129th East Avenue), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 326, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
 The motion carried by the following vote:
Aye: 5 David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
- R. 25-497** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3865; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 25-497, an emergency clause for Ordinance No. 3865; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
 The motion carried by the following vote:
Aye: 5 David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
- S. 25-494** Consideration, discussion, and possible adoption of Ordinance No. 3867, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1972, generally located at the southeast corner of Washington Street (91st Street) and First Place, granting RS 2 (Single Family Residential), repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
- MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-494 adoption of Ordinance No. 3867, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1972, generally located at the southeast corner of Washington Street (91st Street) and First Place, granting RS 2 (Single Family Residential), repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency
 The motion carried by the following vote:
Aye: 5 David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
- T. 25-495** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3867; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
- MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-495, an emergency clause for Ordinance No. 3867; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
 The motion carried by the following vote:
Aye: 5 David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee
- U. 25-492** Consideration, discussion, and possible adoption of Ordinance No. 3868, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1948, along with PUD 315, generally located one-half mile north of New Orleans Street (101st Street) and east of 9th street (177th East Avenue/ Lynn Lane Road), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 315, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an

emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-492 adoption of Ordinance No. 3868, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1948, along with PUD 315, generally located one-half mile north of New Orleans Street (101st Street) and east of 9th street (177th East Avenue/ Lynn Lane Road), granting RS 3 (Single Family Residential) zoning classification upon the tract along with PUD 315, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- V. 25-493 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3868; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Justin Green, seconded by David Pickel

Move to Approve Item 25-493, an emergency clause for Ordinance No. 3868; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- W. 25-506 Consideration, discussion, and possible adoption of Ordinance No. 3869, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2070, along with PUD 316A generally located one-quarter mile south of New Orleans Street (101st Street), east of Olive Avenue (129th E. Avenue), granting RS 4 (Single Family Residential) zoning classification upon the tract along with PUD 316A, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

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

Move to Approve Item 25-506 adoption of Ordinance No. 3869, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2070, along with PUD 316A, generally located one-quarter mile south of New Orleans Street (101st Street), east of Olive Avenue (129th E. Avenue), granting RS 4 (Single Family Residential) zoning classification upon the tract along with PUD 316A, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- X. 25-507 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3869; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist**

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

Move to Approve Item 25-507, an emergency clause for Ordinance No. 3869; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- Y. 25-508 Consideration, discussion, and possible adoption of Ordinance No. 3870, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1732, generally located one-half mile south of New Orleans Street (101st Street), one half mile west of Aspen Avenue (145th East Avenue), granting RS 3 (Single Family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency**

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

Move to Approve Item 25-508 adoption of Ordinance No. 3870, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 1732, generally located one-half mile south of New Orleans Street (101st Street), one half mile west of Aspen Avenue (145th East Avenue), granting RS 3 (Single Family Residential) zoning classification upon the tract, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- Z. 25-509 Consideration, discussion, and possible approval of an emergency clause for Ordinance**

No. 3870; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-509, an emergency clause for Ordinance No. 3870; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- AA. 25-510** Consideration, discussion, and possible adoption of Ordinance No. 3871, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2024, along with PUD 288, generally located north of the northwest corner of Florence Street (111th Street) and Aspen Avenue (145th E Avenue), granting CM (Community Mixed Use) zoning classification upon the tract along with PUD 288, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-510 adoption of Ordinance No. 3871, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2024, along with PUD 288, generally located north of the northwest corner of Florence Street (111th Street) and Aspen Avenue (145th E Avenue), granting CM (Community Mixed Use) zoning classification upon the tract along with PUD 288, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- AB. 25-511** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3871; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 25-511, an emergency clause for Ordinance No. 3871; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

- AC. 25-512** Consideration, discussion, and possible adoption of Ordinance No. 3872, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2097, along with PUD 110C generally located south of Omaha Street (51st Street), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), granting RM (Residential Multi-Family) zoning classification upon the tract along with PUD 110C, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-512 adoption of Ordinance No. 3872, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ 2097, along with PUD 110C generally located south of Omaha Street (51st Street), a one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road), granting RM (Residential Multi-Family) zoning classification upon the tract along with PUD 110C, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

The motion carried by the following vote:

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

- AD. 25-513** Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3872; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-513, an emergency clause for Ordinance No. 3872; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

The motion carried by the following vote:

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

15. Remarks and Inquiries by Governing Body Members

Mayor Debra Wimpee reminded the public to download the city app to stay informed about upcoming events. She highlighted several key dates: Bounce BA on April 26th, National Prayer

Day on May 1st, and the reopening of the farmers market on Saturdays and Tuesdays. Mayor Wimpee also mentioned the May 3rd event, Fiesta de Mayo, and the May 10th Rock Off for Veterans, which marks its 30th annual celebration with support from Representative Ross. She encouraged everyone to take part in the many exciting activities happening in the city.

Council Member Lisa Ford recognized National Public Safety Telecommunicators Week, held annually during the second week of April, as a time to honor the vital but often unseen work of emergency dispatchers. She emphasized that while we usually only hear their voices, these professionals are the first line of response in emergencies, saving lives through their swift, calm, and skilled coordination. In Broken Arrow, over the past year, telecommunicators answered 45,269 emergency calls, 164,976 non-emergency calls, and 108 text-to-911 messages. Council Member Ford praised their dedication, referred to them as the true first responders, and encouraged the community to show appreciation—whether through kind words, gifts, or gestures—during their recognition week.

Vice Mayor Johnnie Parks shared a heartfelt update about attending a local performance of The Wizard of Oz involving students from several schools, including elementary participants. His niece, Annie Graves, played Dorothy and delivered an impressive vocal performance. He praised the students' dedication and the quality of the production, which was mainly student-led and lasted over two hours. He also mentioned speaking with Youth City Counselor Sloan at the event.

In addition, Councilor Justin Green highlighted this week's Leadership Broken Arrow class project, Be a Part of Us, which focused on mental health awareness. The project will be unveiled Thursday at ARTS 302 with a reception and will remain on display for several weeks. He encouraged everyone to visit, noting that the project has already had a meaningful impact by sparking essential conversations about mental health in the community.

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

City Manager Michael Spurgeon shared that over 90 businesses had signed up for the opening of the farmers market, which had to be postponed. He commended the Community Development team for successfully coordinating with vendors to reschedule and even offer more vendor spaces despite limited availability. He noted that the intense interest supports the council's vision of expanding the farmer's market area in the future, highlighting the growing opportunity for vendor participation and community engagement.

The council and city staff discussed the successful opening weekend of the farmers market, noting it was packed with vendors and attendees, well-organized, and featured minimal duplication of offerings. There was interest in possibly expanding the market throughout the Rose District, with ideas like utilizing ARTS 302's patio area and even temporarily closing off a block to accommodate more vendors. However, it was noted that vendors prefer consistent locations, which poses some logistical challenges. Still, the feedback has been overwhelmingly positive, and the city remains committed to enhancing the experience.

City Manager Michael Spurgeon also congratulated councilmembers on their re-elections and shared highlights from the day, including filming a video with Police Chief Arnold for the Hispanic Business Council to promote community inclusion. He suggested future videos could involve council members to strengthen the city's message of welcome and representation for all residents.

He closed with a passionate statement regarding development oversight, reaffirming his and the city's commitment to high standards. Responding to earlier concerns about flooding from a construction site, City Manager Spurgeon made it clear that "doing the best we can" is not acceptable and that residents deserve better. He assured the council and public that staff—including Kenny Schwab, Pat Wilson, and Charlie Bright—will ensure the developer resolves the issues and comes into compliance before any future decisions move forward. Mayor Wimpee thanked him for his passion and, in a lighthearted close, wished him a happy wedding anniversary for spending it at the meeting.

Mayor Debra Wimpee stated there was an Executive Session.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to recess to BAMA/BAEDA at 7:56 p.m.

The motion carried by the following vote:

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

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to clear room at 7:58 p.m.

The motion carried by the following vote:

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

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

1. **A pending litigation known as Carmen Thompson v. City of Broken Arrow, Tulsa County District Court, Case No. CJ 23 3977, under 25 O.S. §307(B)(4); -No action taken**
2. **A pending condemnation case known as City of Broken Arrow v. Roland Investments, LTD, et al., Tulsa County Court, Case No. CJ 2024 2455, under 25 O.S. §307(B)(4). – No action taken.**
3. **Litigation, including potential resolution and settlement, of a matter involving the worker's compensation claim of Patrick Sills, WCC #CM3 2024 02831Q, including possible authorization to settle this claim, under 25 O.S. §307(B)(4).**

**MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find executive session was necessary to process the pending litigation against the City of Broken Arrow.**

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

**MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to authorize the City Attorney and outside counsel to settle the matter of the Workers' Compensation claim of Patrick Sills in the amount requested by outside counsel.**

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

18. Adjournment

The meeting was adjourned at approximately 8:46 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 #: 25-609, **Version:** 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of the Broken Arrow City Council Special Meeting Minutes of April 24, 2025

Background:

Minutes recorded for the Broken Arrow Special City Council Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: April 24, 2025 Broken Arrow City Council Special Minutes

Recommendation:

Approve the minutes of the April 24, 2025 Broken Arrow City Council Special Meeting.



City of Broken Arrow

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

Minutes

Broken Arrow City Council Special Meeting

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

Thursday, April 24, 2025

5:30 p.m.

Council Chambers

1. Roll Call to establish quorum – 5:47 p.m.

Present 3 – David Pickle, Justin Green , Johnnie Parks

Absent 2 – Lisa Ford, Debra Wimpee

Quorum was established

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

- A. 25-533** **Conduct a public hearing regarding the proposed creation of Increment District No. 6, City of Broken Arrow and the Hackberry Market Economic Development Project Plan**

Nate Ellis of The Public Finance Law Group PLLC presented this item, he discussed the proposed Tax Increment Financing (TIF) district to support a new \$98 million retail development. The project involves a 211,000 square foot retail center with five out parcels, planned to open by October 2026 on currently undeveloped land. The 25-year TIF will capture 2% of the 3.55% sales tax, projected to generate \$67.9 million in revenue, with \$2 million dedicated to infrastructure improvements, like water, sewer, and drainage.

The development is expected to generate \$116 million in annual sales, with an estimated payback period of 18-20 years.

Vice Mayor Parks opened the public hearing, after the public hearing with no comments, the process will continue with a second hearing on May 6th.

3. Adjourn

The meeting was adjourned at approximately 6:03 p.m

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

Vice Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 25-657, **Version:** 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of the Broken Arrow City Council Amended Special Meeting Minutes of February 25, 2025

Background:

Minutes recorded for the Broken Arrow Amended Special City Council Meeting. Amended only to add "Special" to the header of the minutes.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: February 25, 2025 Broken Arrow City Council Special Minutes

Recommendation:

Approve the minutes of the February 25, 2025 Broken Arrow City Council Special Meeting.



City of Broken Arrow

AMENDED Special Meeting Minutes

City Council Meeting

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

City Hall
220 S 1st Street
Broken Arrow OK
74012

Tuesday, February 25, 2025

Time 6:30 p.m.

Council Chambers

1. Call to Order

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

2. Invocation

Pastor Andrew Conley led the invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

Council Member Lisa Ford led the pledge.

5. Consideration of Consent Agenda

- A. 25-10 Approval of the City Council Meeting Minutes of February 4, 2025**
- B. 25-242 Acceptance Planning Commission meeting minutes of January 16, 2025**
- C. 25-243 Acceptance Planning Commission meeting minutes of January 23, 2025**
- D. 25-215 Acceptance of Drainage Advisory Committee meeting minutes of October 28, 2024**
- E. 25-233 Approval of and authorization to execute Resolution No. 1630, a Resolution authorizing the City Attorney to defend Leon Rademacher in the matter of John Winningham et al. v. City of Broken Arrow et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma**
- F. 25-234 Approval of and authorization to execute Resolution No. 1631, a Resolution authorizing the City Attorney to defend Scott Bennett in the matter of John Winningham et al. v. City of Broken Arrow, et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma**
- G. 25-232 Approval of and authorization to execute Resolution No. 1632, a Resolution authorizing the City Attorney to defend Tiffany Jessie Koch in the matter of John Winningham et al. v. City of Broken Arrow et al. Case No. 24-cv-62-JDR, in the U.S. District Court for the Northern District of Oklahoma**
- H. 25-187 Approval of and authorization to execute a Waiver of Conflict of Interest between the Center for Economic Development Law "Law Firm" and the City of Broken Arrow involving the Center for Economic Development's representation of The Robson Companies and any affiliates and sponsors, with respect to certain economic development matters and subjects as they relate to the City of Broken Arrow**
- I. 24-1678 Approval of and authorization to execute Agreement for Transportation Planning Support with Kimley-Horn and Associates, Inc. for providing traffic master plan evaluations and related support services (2552170)**
- J. 25-201 Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract**
- K. 25-185 Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of less than \$50,000.00 or less**
- L. 25-229 Approval of and authorization to purchase two used BMW motorcycles for the Police Department traffic division from the Oklahoma Highway Patrol**
- M. 25-216 Acceptance of the Drainage Advisory Committee's recommendation to deny the expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds to construct improvements to a creek bank in the Estates of Birchwood subdivision**
- N. 25-80 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds for retaining an engineering consultant to design a set of construction plans to mitigate erosion along**

- O. 25-176 Adams Creek adjacent to the Preserve Park Regional Detention Pond (Case No. 25-002) Approval of BAZ-001762-2024 (Rezoning), 510M, approximately 3.46 acres, RM (Residential Multi-Family), CN (Commercial Neighborhood), & CH (Commercial Heavy) to ON (Office Neighborhood), located approximately one-third mile north of Kenosha Street (71st Street), east of Elm Place (161st E. Avenue)
- P. 25-241 Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)
- Q. 25-179 Acceptance of a Drainage Easement from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, on property generally located at the northeast corner of the intersection of 9th Street and Washington Street in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 3.A for the 9th Street widening from Houston Street to Washington Street (Project No. ST2027)
- R. 25-178 Approval of and authorization to execute Resolution No. 1629, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 3.0, which consists of 1.56 Acres of permanent Right-of-Way, generally located at the northeast corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Margaret Couch Scraper, Trustee of the Margaret Couch Scraper Family Trust, dated March 23, 2006, and authorization of payment in the amount of \$163,800.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 3.0 (Project No. ST2027)
- S. 25-189 Approval of and authorization of Final Acceptance for the public improvements at Action Power Sports located at 2150 West Concord Circle
- T. 25-190 Approval of and authorization of Final Acceptance for the public improvements at Battle Creek Church Parking Lot located at 3025 North Aspen Avenue
- U. 25-191 Approval of and authorization of Final Acceptance for the public improvements at Express Oil Change located at 2250 West Norfolk Drive
- V. 25-192 Approval of and authorization of Final Acceptance for the public improvements at Outback Steakhouse located at 1421 East Hillside Drive
- W. 25-193 Approval of and authorization of Final Acceptance for the public improvements at Scuba Savvy located at 2000 East Albany Avenue
- X. 25-194 Approval of and authorization of Final Acceptance for the public improvements at The Estates at Ridgewood South located on East 81st Street near 257th East Avenue
- Y. 25-196 Approval of and authorization of Final Acceptance for the public improvements at Trails at Aspen Creek located at 2602 West Tucson Street
- Z. 25-197 Approval of and authorization of Final Acceptance for the public improvements at Whataburger Aspen Ridge located at 1902 West Norfolk Drive
- AA. 25-221 Ratification of the Claims List Check Register Dated February 10, 2025

MOTION: A motion was made by Justin Green, seconded by Lisa Ford.
 Move to approve Consent Agenda minus Items I. 24-1678 and P. 25-241
 The motion carried by the following vote:

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

6. Consideration of Items Removed from Consent Agenda

- I. 24-1678 Approval of and authorization to execute Agreement for Transportation Planning Support with Kimley-Horn and Associates, Inc. for providing traffic master plan evaluations and related support services (2552170)

Kenny Schwab, Assistant City Manager of Operations, presented Item I. 24-1678, approving a \$259,000 contract with Kimley-Horn for an updated traffic master plan. The previous plan, completed in 2009 by Jacobs Engineering, is outdated, and an update is needed to assess current and projected traffic conditions, including intersection delays and capacity. After reviewing proposals from qualified firms, Kimley-Horn was selected. The new plan will incorporate advanced technology, including GPS real-time data, to improve accuracy. The updated study will guide infrastructure improvements and future bond programs.

The council discussed the benefits of the updated traffic master plan, emphasizing its role in identifying whether traffic issues are intersection-specific or extend along entire road segments. Kimley-Horn was chosen for their expertise, having designed over half of the roundabouts in the U.S. and successfully worked with the city on past projects, including the Northern Square intersection and Amphitheater roadways. The plan continues discussions from an October work session, focusing on improving road design, widening strategies, and traffic management technology.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green.
 Move to approve Item I. 24-1678 Agreement for Transportation Planning Support with Kimley-Horn and Associates, Inc. for providing traffic master plan evaluations and related support services (2552170)

The motion carried by the following vote:

Aye: 5 -

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

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

Amanda Yamaguchi, Planning and Development Manager, presented Item P. 25-241, a conditional final plat application for Timber Ridge Residential, a 35-acre development with 141 lots west of Albany and 37th Street. The application has been reviewed and meets subdivision regulations. Based on the Planning Commission's recommendation, staff recommends approval.

The council discusses the Timber Ridge Phase One plat, which is being developed alongside Albany 40. While both developments meet subdivision requirements, their designs do not align, causing discrepancies in stub streets and detention ponds. Since Albany 40 has not yet submitted a conditional final plat, staff must evaluate Timber Ridge on its own merits, which meets all necessary criteria. However, adjustments will be required for Albany 40 to align with Timber Ridge. The discussion highlights concerns about coordination between developers and potential future rezoning near the intersection. The applicant and representatives are invited to speak further on the issue.

Attorney Tom Vogt, representing the Timber Ridge Phase One applicant, explains that the dispute between developers is a financial issue rather than a planning concern. Timber Ridge's design follows all city regulations, including a second entrance for traffic flow and emergency access. However, the adjoining developer, planning to develop their property in two phases, wants Timber Ridge to add a stub street to avoid the cost of extending their road earlier than planned. This would result in a financial loss for Timber Ridge by eliminating two lots. Vogt argues that Timber Ridge's current plan meets all requirements, and the neighboring developer's request is solely to avoid their expenses.

Nicole Watts Wallace from Wallace Design Collective explains that Phase Two will extend to the center of the street where the overhead electric lines are, while Phase Three will eventually connect to the road by the school. However, Phase Three is planned for the future and not part of the current phase. Construction in the area has been prioritized before adding an entrance later. She also comments on the impressive progress of the project.

Alan Betchan from AAV Engineering explains the complexities of two closely timed development projects, with his team submitting their plat second. Initially, the first project's layout differed, but sightline issues required adjustments. City staff intervened after noticing stub streets that didn't align, leading to discussions with Wallace Design Collective. Ultimately, adjustments resulted in his project losing three lots while accommodating road changes. Despite good-faith negotiations, the conditional final plat did not reflect agreed stub streets, prompting him to request that the matter be referred back to the planning commission for further discussion. He emphasizes that the issue isn't about non-compliance but ensuring an equitable solution, considering factors like hydrology between the two developments.

The council discussed a conflict between two adjacent development projects regarding road layouts, stub streets, and pedestrian access to a nearby school. Alan Betchan from AAV Engineering argues that changes to street plans resulted in a loss of lots for his development and that he was not given proper notice to address these concerns earlier. Nicole Watts Wallace from Wallace Design Collective counters that efforts were made to resolve the issue, but the other developer declined a meeting, leading them to proceed per city requirements.

The council expressed concerns about pedestrian access to Timber Ridge Elementary, as the current plan lacks a direct north-south connection, potentially creating traffic congestion and safety issues for students walking or biking to school. Some council members believe the project meets code requirements and should proceed, while others argue it should return to the planning commission to reassess connectivity solutions.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green, Moved to refer Item P. 25-241 back to the Planning Commission.

The motion carried by the following vote:

Aye: 5 -

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

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

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

Aaron McColloch, Director of Communications for the City of Broken Arrow, presents a microsurvey for public input on parks and recreation priorities. He acknowledges Parks and Recreation Director Matt Hendren for his contributions. The survey builds on a comprehensive community livability survey conducted a year prior, which ranked parks and recreation as a top priority behind public safety, economic health, and utility infrastructure.

The micro survey will focus on three key areas: a potential new community center in South Broken Arrow, the Elam Park master plan, and expanding the city's trail system. The public will be asked to rank the importance of features such as a multi-court gymnasium, multipurpose spaces, a swimming pool with splash features, an indoor walking track, and an esports gaming space. Additionally, the survey will gather input on potential Elam Park amenities, including pavilions, synthetic turf, entertainment spaces, gardens, a disc golf course, sand volleyball, basketball and futsal courts, a skate park, a splash pad, exercise stations, and tennis/pickleball courts. The goal is to use the data to guide decisions for the 2026 bond, ensuring that funding aligns with community interests.

Mr. McColloch further discusses an overview of Broken Arrow's trail system and upcoming public surveys on park and recreation improvements. The city has 20.5 miles of trails, with 9.5 miles connected, primarily along Liberty Park Trailway. The survey will gauge public interest in expanding trails to key destinations such as the Rose District, New Orleans Square, and NSU BA Events Park. It will also assess support for additional recreational amenities, including a new dog park, outdoor pickleball courts, sand volleyball, and upgrades to youth sports fields.

Discussion follows on the importance of quality-of-life projects, with city officials emphasizing the economic and community benefits. The survey results will help determine priorities for the 2026 bond package, particularly regarding a new community center, which could be the largest project in the plan. Officials stress that Broken Arrow's strong reputation for youth sports and recreation is key to maintaining economic growth and attracting visitors. Mayor Wimpee expresses surprise at the city's extensive trail network, highlighting the survey's role in educating the community about existing amenities. The survey will launch in mid-March for three weeks, with results presented to the council afterward.

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

City Manager Michael Spurgeon provides a brief update, emphasizing the importance of the recent survey in shaping the upcoming bond package decisions. An internal subcommittee meeting is scheduled for the following Monday, where senior staff will review project updates and develop a tentative engagement schedule for council members. Soon, council members will receive compiled project recommendations from user groups, surveys, and public input for review. Multiple meetings are expected in June to refine project priorities before public forums around Labor Day. The focus is ensuring a structured timeline for council review and community engagement.

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

City Manager Michael Spurgeon discusses the possibility of compensating elected officials, including the mayor and city council members, based on state statutes. Over the past few years, both current and former council members have inquired about this issue. In response, the city attorney, Trevor Dennis, was asked to review the relevant statutes and their application. While the statutes are relatively straightforward, their implementation requires further discussion. Given the evolving responsibilities of the Broken Arrow City Council, the speaker emphasizes the need for a conversation on whether compensation should be considered.

Trevor Dennis, City Attorney, explained that for city council members to receive compensation, an ordinance must be passed defining the payment structure, including salary or benefits. However, due to constitutional restrictions, sitting members cannot immediately receive compensation; it only takes effect after an intervening election. With staggered council terms, some members would become eligible following the April 1, 2025, election, while others would have to wait until their next election cycle.

Mr. Dennis explains the legal framework, stating that an ordinance must be passed to establish compensation and can only take effect after an intervening election. Council members express support, noting how the role has evolved to include significantly more responsibilities, meetings, and community engagement.

Several council members reflect on the time commitment and expenses associated with serving,

with some suggesting that compensation could help attract more candidates. City Manager Michael Spurgeon presents research on compensation in comparable cities and recommends a range of \$12,000 for the mayor and \$9,000 for council members. Council members, while appreciative, emphasize that their primary motivation is public service rather than financial gain. The council agrees to draft an ordinance, which Trevor Dennis will prepare for an upcoming meeting.

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

Move to approve the Compensation of members of the City Council

The motion carried by the following vote:

Aye: 5 -

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

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

Makala Barton, Tourism Manager, proposes a local film incentive pilot program for TED staff and the Visit Broken Arrow board. She highlights Oklahoma's booming film industry, with major productions like Killers of the Flower Moon, Tulsa King, and Twisters bringing significant attention to the state. Emphasizing the economic and tourism benefits of film production, she introduces a short video produced by the state's film and music office that showcases the industry's impact on Oklahoma's economy and community.

Ms. Barton highlights the economic benefits of film production, including job creation and support for local businesses. Drawing from successful state and local incentives, Broken Arrow would offer a 10% rebate on qualified local spending, funded from reserves, with no cap beyond the initial \$100,000 budget. The program includes unique incentives, such as leveraging hotel conference spaces as production areas and reimbursing hotel stays.

The initiative aims to position Broken Arrow as a film-friendly destination, adding it to state and regional directories for location scouting. Council members express enthusiasm, noting past film-related interest in the city and the broader impact of productions like Killers of the Flower Moon. They discuss the need for future staffing if the initiative grows and recognize the program as a strategic investment in economic development and tourism. The council supports moving forward with the incentive, with excitement about its potential to attract significant productions to Broken Arrow.

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

Move to approve the Visit Broken Arrow Film Incentive in an initial amount of \$100,000.00

The motion carried by the following vote:

Aye: 5 -

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

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

Ryan Baze, Director of Maintenance Services, presents a plan to replace the aging HVAC system at the city-owned Bass Pro facility. Following last year's roof replacement, the HVAC system has now reached the end of its lifespan, requiring the replacement of 25 rooftop units, mini splits, and a split system, along with a new building automation system. He emphasizes the poor condition of the current equipment and appreciates city management's support in prioritizing this project. The work will be completed through an OMNIA contract with Trane, which has successfully handled similar projects for the city. Trane will oversee the process from start to finish, coordinating logistics such as crane operations and scheduling while working closely with Bass Pro to minimize disruptions.

MOTION: A motion was made by Justin Green, seconded by David Pickel

Move to approve and authorize execution of an agreement with Trane U.S. Inc. for the Turnkey supply and installation of 25 Trane Package Rooftop Units, 1 Split System, 2 Mini-Split Systems, 1 Captiva Air Make-Up Unit, and a Trane Tracer Building Automation System at the Bass Pro Building through the OMNIA Partners Purchasing Cooperative

The motion carried by the following vote:

Aye: 5 -

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

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

City Manager Michael Spurgeon acknowledges the presence of key figures, including NSU President Dr. Rodney Hanley, Vice President Dan Mabery, businessman Greg Graham, and Tiffany Shepherd from the chamber, in support of SB 701. The council is asked to consider adopting a resolution of support for the bill, which has already passed the Senate Education Committee unanimously and is moving through the legislative process. The bill aims to officially designate NSU Broken Arrow as part of the city rather than the Tulsa metropolitan area and allow it to offer lower-division courses, transforming it into an entire four-year university. The initiative is framed as a long-term community goal, dating back to the early 1990s, with previous sales tax approvals and Vision 2025 funding supporting the university's development. The speaker emphasizes the economic, educational, and social benefits of a four-year institution in Broken Arrow and invites NSU representatives to address the council before any action is taken.

Dr. Rodney Hanley, President of Northeastern State University, emphasizes his top priority of expanding the Broken Arrow campus to offer first- and second-year courses, transitioning it into an entire four-year university. He highlights the importance of providing students with a complete college experience beyond community college options, including extracurricular activities and a stronger campus community. He believes this expansion will significantly contribute to Broken Arrow's economic and regional development. Dr. Hanley strongly supports Senate Bill 701, noting its unanimous bipartisan approval (11-0) in the State House Education Committee. He acknowledges the dedication of local elected officials and urges the council to support the resolution.

Dan Mabery expresses gratitude to the council and emphasizes that the effort to establish a four-year university in Broken Arrow results from years of collaboration between elected officials and the community. He highlights that Broken Arrow lags behind the national average in bachelor's degree attainment by about 23,000 degrees, and having a whole university in the city would help close that gap, support local students, and boost workforce development. He stresses the economic benefits of attracting new industries and jobs to the area. While acknowledging the progress made with the bill passing the education committee, he recognizes that significant work remains and asks for the council's continued support in making this vision a reality.

The discussion reflected broad support for NSU Broken Arrow's transition into a four-year university, with officials expressing enthusiasm for the progress. Mayor Wimpee and City Manager Spurgeon acknowledge the past challenges in achieving this goal, crediting the leadership of Dr. Hanley and Dan Mabery for pushing it forward. Concerns about potential enrollment loss at NSU Tahlequah are addressed, with Dr. Hanley explaining that the expansion will complement rather than compete with Tahlequah, potentially boosting enrollment at both campuses.

Officials highlight the long-term economic and educational benefits for Broken Arrow, emphasizing the opportunity to retain local talent and attract new industries. They commend state legislators' efforts, particularly Senators Gillespie and Haste, for their advocacy in advancing SB 701.

Gregory Graham, Chairman and CEO of First National Bank, speaks on behalf of the Economic Development Corporation (EDC), expressing full support for NSU Broken Arrow's expansion into a four-year university. He shares that on February 20th, the EDC unanimously passed a resolution endorsing the city's resolution and Senate Bill 701. Reflecting on past discussions with his father, he highlights that Broken Arrow and the Tulsa metro area remain among the largest U.S. cities without a public four-year university, emphasizing that after 30 years, now is the time to take action. He concludes by thanking city leaders for their efforts.

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

Move to approve and authorize execution of Resolution No. 1633 for Northeastern State University - Broken Arrow to become a traditional four-year public university and supporting Oklahoma Senate Bill SB701 that would accomplish this endeavor

The motion carried by the following vote:

Aye: 5 -

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

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

Aaron McColloch, Director of Communications, standing in for Community Relations Manager Lori Hill, presents an updated list of priorities for the upcoming National League of Cities (NLC) trip, following council feedback from the February 4th meeting. After consulting with staff and City Manager Michael Spurgeon, the final list includes concerns such as inflation, energy policy, public safety, direct federal funding for municipalities, redirecting wasteful government spending to capital improvement grants, water and sewer infrastructure funding, interchange improvements at Elm Place and Lynn Lane on Highway 51, opposition

to federal election nationalization, resistance to federal overreach on local zoning, and proper disposal of rechargeable batteries to prevent fire hazards and pollution. He requests council feedback and approval.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel, Move to approve a list of the City of Broken Arrow's priorities to present to Oklahoma members of Congress at National League of Cities Advocacy on Capitol Hill Day on Wednesday, March 12, 2025, in Washington, D.C.

The motion carried by the following vote:

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

10. Preview Ordinances

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

Trevor Dennis, City Attorney, presents proposed changes to the exotic animal ordinance. The first change removes the five-person committee responsible for reviewing exotic animal permits, shifting that responsibility to the animal control supervisor and a qualified veterinarian due to difficulties in maintaining the committee and a lack of necessity. The second change, requested by former Vice Mayor Gillespie, sought to exempt a specific type of tortoise from the exotic animal classification. However, Animal Control Supervisor Tim Boni opposes making exceptions, arguing that the current permitting system is sufficient. Additionally, the tortoise species in question is endangered and, if not adequately housed, could cause property damage. The recommendation is to eliminate the committee but not exempt any specific exotic animals now.

MOTION: A motion was made by David Pickel, seconded by Lisa Ford Move to adopt Ordinance No. 3849, an ordinance amending Chapter 5 Animals, Article I, In General; Section 5-21

The motion carried by the following vote:

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

11. Ordinances

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

Cindy Arnold, Finance Director, introduces Ordinance 3850, establishing a vehicle replacement fund to ensure dedicated funding for future vehicle purchases. This fund will be budgeted annually and follow the city's purchasing policies, allowing for flexibility in making timely purchases, such as taking advantage of discounts or pre-ordering vehicles like fire trucks with long production times. City officials discuss the benefits of the fund, reflecting on past vehicle purchases and the improvements in the city's fleet over the years.

The conversation shifted to appreciating city staff, particularly their dedication during challenging conditions. Council members commend the team for their professionalism and informative communication with citizens. A lighthearted discussion follows about the city's response to a temporary delay in trash pickup, with council members praising the community for understanding the situation and supporting city staff's safety efforts.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks Move to adopt Ordinance No. 3850, an ordinance creating a Vehicle Replacement Fund to ensure funds availability for the purchase of city-wide vehicles to be determined in the future, and approve the emergency clause

The motion carried by the following vote:

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

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

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

Move to approve the emergency clause for Ordinance No. 3850

The motion carried by the following vote:

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

12. Remarks and Inquiries by Governing Body Members - NONE

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

City Manager Michael Spurgeon addresses a petition submitted in January, which requested increased policing and code enforcement, implying that the city was not adequately addressing these issues. After reviewing the petition and a related fundraising solicitation from an outside organization, he responded directly to the petition signers.

City Manager Spurgeon reads his official response aloud, reaffirming that Broken Arrow enforces public safety and code regulations. He emphasizes that claims of non-enforcement are unfounded, highlighting that the city prioritizes law enforcement, maintains well-kept neighborhoods, and has a strong quality of life. He clarifies that Broken Arrow is not affiliated with the National Police Association and does not receive funding from them. Additionally, he presents crime statistics showing that the city's crime rate compares favorably to other large Oklahoma cities and is well below the national average. He reassures residents that the city council remains committed to public safety through proper funding and staffing of the police department. The letter encourages citizens to contact city officials or the police department with any concerns.

City Manager Spurgeon confirms that he will send a follow-up letter to the resident who received a fundraising request from an outside organization, clarifying that the city is not affiliated with the National Police Association and advising them to do their research.

City Manager Spurgeon then shifted to fireworks, acknowledging last year's rain on July 3rd and 4th, which led to residents shooting fireworks outside the permitted timeframe and raising questions about whether the city could extend the allowed period. The ordinance does not grant anyone the authority to make such a decision. Given recent community discussions and a council member's request, Spurgeon proposes that the council consider an amendment allowing either the city manager, mayor, or a designated official to authorize fireworks within a limited window—potentially up to a week after July 4th—if weather prevents their use on the designated days. He asks the council to discuss and decide on this proposal at their next meeting.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Recess to BAMA BAEDA 8:37 p.m.

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to clear room 8:45 p.m.

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to enter Executive Session 8:52 p.m.

The motion carried by the following vote:

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

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

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

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find executive session was necessary to discuss pending litigation under 25 O.S. Section 307(B)(4) and the possible purchase of property under 25 O.S. Section 307(B)(3).

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to authorize the City Attorney to settlement the tort claim of Ariana Ruiz in the amount recommended by the City Attorney.

The motion carried by the following vote:

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

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to authorize the City Manager to negotiate the purchase of real property located at the northeast corner of Washington and Main, Broken Arrow, OK.

The motion carried by the following vote:

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

15. Adjournment

The meeting was adjourned at approximately 9:20 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 - Lisa Ford, Johnnie Parks, Debra Wimpee, Justin Green, and David Pickel

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 25-546, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Acceptance Planning Commission meeting minutes of March 13, 2025

Background:

The minutes of the Planning Commission meeting held March 13, 2025 were approved by the Planning Commission on March 27, 2025.

Cost: Approximately \$56.25

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 03-13-2025 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held March 13, 2025.



City of Broken Arrow

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

Minutes

Planning Commission

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

Thursday, March 13, 2025

5:30 p.m.

Council Chambers

1. Call to Order

Chairman Robert Goranson called the meeting to order at approximately 5:31 p.m.

2. Roll Call

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

3. Old Business - NONE

4. Consideration of Consent Agenda

- A. 25-327 Approval of Planning Commission meeting minutes of February 13, 2025
- B. 25-328 Approval of Planning Commission meeting minutes of February 27, 2025
- C. 25-310 Approval of PR-000762-2024|PT-002024-2025, Preliminary Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, PUD- 001972-2025/CH (Commercial Heavy), located approximately at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)
- D. 25-313 Approval of PR-000671-2024 | PT-002022-2025, Conditional Final Plat, Arrow Forge Innovation District, approximately 92.20 acres, 4 proposed lot, A-1 (Agricultural), located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)
- E. 25-317 Approval of LOT-002002-2025, Bintree Lift Station, 1 lot to 2 lots, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)
- F. 25-309 Approval of LOT-002023-2025 Vandever East, 1 lot to 2 lots, 3.34 acres, Commercial General (CG), PUD-4C, and UG3+, located approximately northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

MOTION: A motion was made by Robert Goranson, seconded by Jonathon Townsend
Move to Motion to approve items 4 A, B, D, & E of Consent Agenda

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Robert Goranson

Absent: 1 - Jason Coan (absent – arrived at 5:36 p.m.)

5. Consideration of Items Removed from Consent Agenda

- C. 25-310 Approval of PR-000762-2024|PT-002024-2025, Preliminary Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, PUD- 001972-2025/CH (Commercial Heavy), located approximately at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)

Hannah Rystedt, Planning Intern, presented Item 25-310, the preliminary plat for Ferguson Kia, covering approximately 6.37 acres as a single commercial lot within PUD 1972-2025, is under development at the southeast corner of Elm Place and the Broken Arrow Expressway, about one-third mile south of Albany Street. The lot complies with CH zoning district standards, except where modified by the PUD. An overland drainage easement is planned for a blue-lined stream, though the property is not in a 100-year floodplain per FEMA maps. Primary access will be west Oakland Place, with a temporary turnaround easement to the east. City water and sanitary sewer services are available. Reviewed by the Technical Advisory Committee on March 4, 2025, staff recommends approval, subject to attached comments.

Henry Bibelheimer, Planner II, read a public comment into the record, John Lindman, a resident of 1201 North Kenwood Avenue, expresses concerns about excessive light pollution from the

proposed Ferguson Kia expansion (Agenda Item 4C) for the March 13, 2025, Planning Commission meeting. After a previous expansion, he experienced a significant increase in light pollution, requiring light-blocking curtains to sleep. While he supports the project, he urges the Commission to enforce dark sky regulations or, at a minimum, require the developer to submit a plan to limit light pollution. He also reiterates his request for reduced lighting at existing dealership lots, citing similar ordinances adopted by other municipalities.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to approve Item 25-310 PR-000762-2024|PT-002024-2025, Preliminary Plat, Ferguson Kia, approximately 6.37 acres, 1 Lot, PUD- 001972-2025/CH (Commercial Heavy), located approximately at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

F. 25-309 **Approval of LOT-002023-2025 Vandever East, 1 lot to 2 lots, 3.34 acres, Commercial General (CG), PUD-4C, and UG3+, located approximately northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)**

Henry Bibelheimer, Planner II, presented Item 25-309, the approval of Lot 2023-2025 Vandiver East involves splitting one lot into two on approximately 3.34 acres, zoned Commercial General and PUD 4C, with UG3 Plus designation from the New Orleans Square Overlay. Located northeast of the New Orleans Street and Elm Place intersection, the split is requested to facilitate the sale of part of the shopping center. The site follows base-zoning ordinance frontage requirements, as modified by the New Orleans Square Overlay, which sets a minimum frontage of 125 feet. Tract A meets this requirement and provides more parking than required (57 spaces vs. 31 required), as does Tract B (62 spaces vs. 33 required). The New Orleans Square Overlay reduces standard zoning parking requirements by half. The property is not in a 100-year floodplain, and water and sanitary sewer services are available. Reviewed by the Technical Advisory Committee on March 4, 2025, with no objections from ONG, PSO, Windstream, or Cox, staff recommends approval, contingent on new warranty deeds for all parcels stamped by the Planning Development Division before recording with Tulsa County.

Robert Getchell, GableGotwals Counsel, attorney for the applicant, stated the lot split would not alter the existing functionality of the property, as the driveways and access points have historically operated in this manner. The primary change is ownership, with a party seeking to own the building and surrounding property instead of leasing it. The subdivision's mutual access and parking easements will remain unchanged, ensuring the property continues functioning as it has for the past 20 years.

The commission further discussed the lot split for Vandiver East and focused on frontage concerns, as the required 125 feet of frontage is spread across multiple arterials, creating a fragmented appearance. However, the lot will functionally operate as it has historically, with existing driveways, mutual access, and parking easements remaining unchanged. The primary intent of the split is for a current tenant to purchase and relocate their business within the shopping center. There are no immediate plans to modify buildings or pavement.

Concerns about potential redevelopment and whether the lot configuration might create challenges were raised. While the zoning ordinance does not explicitly prohibit distributed frontage across multiple arterials, some members questioned whether this interpretation aligns with its original intent. Additionally, the split provides an opportunity to secure an extra 10 feet of right-of-way along New Orleans Street, which was not included in the original staff report. A motion was made to approve the lot split per staff recommendations, with the added condition of dedicating the right-of-way along the arterial street frontages.

MOTION: A motion was made by Jaylee Klempa, seconded by Robert Goranson
Move to approve Item 25-309 with the addition of dedicating ultimate right-of-way, LOT-002023-2025 Vandever East, 1 lot to 2 lots, 3.34 acres, Commercial General (CG), PUD-4C, and UG3+, located approximately northeast of the northeast corner of New Orleans Street (101st Street) and Elm Place (161st E. Avenue)

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

6. Public Hearings

A. 25-314 **Public hearing, consideration, and possible action regarding PUD-001977-2025, minor amendment to PUD-290A, RiverBrook, 6.1 acres, Residential Multifamily (RM) and PUD-290A, located approximately one-half mile south of East Jasper Street (East 131st Street South) and east of Aspen Avenue (South 145th Avenue).**

Henry Bibelheimer, Planner II, presented Item 25-314, a public hearing concerning a minor

amendment, PUD 1977-2025, to PUD 290A for Riverbrook Apartments, a 6.1-acre multifamily residential development located south of East Jasper Street and east of Aspen Avenue. Initially approved in 2019, PUD 290 allowed apartment construction on 14 acres, setting fencing and landscaping requirements and capping Phase 2 at 95 units. PUD 290A later modified fencing and landscaping requirements along Aspen.

The current amendment facilitates Phase 2 development, proposing 54 dwelling units and allowing parking within 150 linear feet of the 1,330-foot-long green space. It also includes parking within a 130-foot electrical transmission easement relocating a required buffer fence to the south side of the parking lot. Portions of the site fall within a 100-year floodplain per FEMA maps. Staff recommends approval based on the comprehensive plan, location, and surrounding land uses and suggests waiving the platting requirement.

Derrick Hamilton, Belmont Development, the developer and owner, who will also serve as the general contractor for Phase 2, currently owns the adjacent Phase 1 project. They are requesting a minor modification to allow additional parking closer to the buildings and to relocate the required fence to the south side of the property, separating it from the soccer fields.

Further discussion clarified that the red text in the PUD amendment narrative indicates additions rather than general changes. There was some confusion regarding a color rendering included in the documents, with questions about its relevance to the proposed amendment. Staff explained that the rendering, which highlights the parking on the south side near the transmission line and easement, was originally part of a previous PUD submission rather than the current amendment. Ultimately, it was confirmed that no changes were made to the rendering, and the consensus was that it looked good as initially presented.

**MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to approve Item 25-314 PUD-001977-2025, minor amendment to PUD-290A, RiverBrook, 6.1 acres, Residential Multifamily (RM) and PUD-290A, located approximately one-half mile south of East Jasper Street (East 131st Street South) and east of Aspen Avenue (South 145th Avenue).**

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

B. 25-316 Public hearing, consideration, and possible action regarding SP-001966-2025 (Specific Use Permit), Church of St. Benedict Signage, 4.84 acres, R-2 (Single Family Residential) and RD (Residential Duplex)/SP (Specific Use Permit) 27, one-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)

Mackenzie Hackett, Staff Planner, presented Item 25-316, a public hearing concerning SP-01966-2025, a request for a specific use permit to install a digital monument sign for the Church of St. Benedict on its 4.84-acre property, located west of Aspen Avenue and north of New Orleans Street. The proposed sign, now revised from its original submission, will be 12 feet tall with a 60-square-foot display area, including a 30.94-square-foot digital display, a masonry base, and architectural details.

The City Council originally approved a specific use permit for the church in 1982. The request was previously discussed at the February 27, 2025, Planning Commission meeting, where concerns about the sign's size led to modifications, reducing the height from 13 to 12 feet and the display area from 80 to 60 square feet.

Per zoning regulations, institutional uses in residential districts may have freestanding signs limited to 8 feet in height and 32 square feet in display areas unless an exception is granted through a specific use permit or PUD. The zoning ordinance allows illuminated signs for institutional uses like places of assembly. Given that SP-1966 aligns with the comprehensive plan, zoning ordinance, and surrounding land uses, staff recommends approval of the request.

**MOTION: A motion was made by Mindy Payne, seconded by Jonathan Townsend
Move to approve Item 25-316 SP-001966-2025 (Specific Use Permit), Church of St. Benedict Signage, 4.84 acres, R-2 (Single Family Residential) and RD (Residential Duplex)/SP (Specific Use Permit) 27, one-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)**

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business

A. 25-312 Approval of PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 140 Lots, A-1 (Agricultural) to RS-4 (Single-

Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-312; the conditional final plat for Timber Ridge Residential proposes 140 lots on approximately 35.3 acres, located southwest of Albany Street and 37th Street. The Planning Commission initially recommended approval on January 23, 2025, but the City Council removed it from the consent agenda on February 18 after concerns were raised about neighborhood connectivity and school traffic. Following discussions with the applicant on March 3, an additional stub street was added to improve connectivity. This revised plat is now recommended for approval and will be sent back to the City Council for consideration at the March 18 meeting to keep the project on track.

Further discussion with John Wealer of Glenwood Homes and the commission focused on the conditional final plat for Timber Ridge Residential and its coordination with the adjacent Albany 40 development. Initially approved by the Planning Commission, the City Council referred to the plat due to concerns about connectivity to surrounding neighborhoods and the school. The applicant, John Wheeler of Glenwood Homes, confirmed that a stub street, originally included in the 2022 PUD but removed in later plans, has been reinstated to improve access.

Staff confirmed that meetings were held with engineers from Timber Ridge and Albany 40 to ensure alignment and connectivity, particularly addressing discrepancies in North 32nd Street's alignment due to a retention pond. Coordination is ongoing to adjust Albany 40's plans accordingly.

Planning Commission members emphasized the importance of a comprehensive view of the area's development, including Timber Ridge phases, Albany 40, new RS-4 zoning near Walmart, and the planned road to Timber Ridge Elementary. They stressed avoiding a disjointed approach and ensuring all developments integrate correctly. With staff satisfied that connectivity issues are addressed, the recommendation is to approve the plat and forward it to the City Council.

**MOTION: A motion was made by Jaylee Klempa, seconded by Jason Coan
Move to approve Item 25-312 PT-001942-2024|PR-000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 140 Lots, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)**

The motion carried by the following vote:

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

B. 25-315 Consideration, discussion, and possible approval of building elevations for SITE-001903-2024, Ziggi's Coffee, 1.24 acres, CN (Commercial Neighborhood)/SP (Specific Use Permit) 001773-2024, located south of the southeast corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue/County Line Road)

Mackenzie Hackett, Staff Planner, presented Item 25-315, considering approval of building elevations for Site-001903-2024, Ziggy's Coffee, a 1.24-acre site zoned CN Commercial Neighborhood with a specific use permit (001773-2024). The proposed drive-thru coffee shop is located south of the southeast corner of Albany Street and 23rd Street.

A site plan was initially submitted on November 27, 2024, and on February 24, 2025, the applicant requested a facade variance, submitting updated elevations. According to Section 5.8.G.1 of the zoning ordinance, street-facing facades in CN districts must be constructed from approved materials such as masonry, concrete panels, glass block, glass curtain walls, EIFS, or stucco, with EIFS not being the primary material.

The west-facing facade, visible from the street, is primarily composed of EIFS, with stone and metal wall accents. The design includes a decorative metal parapet cap (7.02%) and metal wall panels (9.67%) as accent materials. Since the zoning ordinance allows facade variances on a case-by-case basis, staff recommends approval of the updated building elevations submitted on February 24, 2025.

The applicant for Ziggy's Coffee was present but had no additional comments. The primary goal of the variance is to maintain consistency with the brand's existing buildings. Commissioners acknowledged concerns about metal facades but found the proposed design acceptable, as the metal panels are flat or horizontal rather than rounded corrugated farmhouse-style metal.

The commission suggested that, in the future, applicants using metal wall panels should provide

profile details or cut sheets to help visualize the material. However, it was noted that such documentation is not currently a requirement in the zoning ordinance. No samples or color options were deemed necessary.

EIFS was discussed as a material, with some noting that its quality has improved over time, making it more acceptable than in the past. The building design was well-received, and the commission appreciated the staff's proactive review. The general sentiment was positive, with one commissioner noting that local high schoolers would enjoy the new coffee shop.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to approve Item 25-315 building elevations for SITE-001903-2024, Ziggi's Coffee, 1.24 acres, CN (Commercial Neighborhood)/SP (Specific Use Permit) 001773-2024, located south of the southeast corner of Albany Street (61st Street) and 23rd Street (193rd E. Avenue/County Line Road)

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

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

Rocky Henkel thanked the Planning Commission for attending the long meeting for the Zoning Ordinance, which will be previewed on April 18. Mindy Payne gave a shout-out to City staff for the improvements at the events park.

10. Adjournment

The meeting adjourned at 6:15 p.m.

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

Move to adjourn

The motion carried by the following vote:

Aye: 5 -

Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson



City of Broken Arrow

Request for Action

File #: 25-547, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title: Acceptance Planning Commission meeting minutes of March 27, 2025

Background:

The minutes of the Planning Commission meeting held March 27, 2025 were approved by the Planning Commission on April 10, 2025.

Cost: Approximately \$18.75

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 03-27-2025 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held March 27, 2025.



City of Broken Arrow

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

Minutes

Planning Commission

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

Thursday, March 27, 2025 **5:30 p.m.** **Council Chambers**

1. Call to Order

Chairman Robert Goranson called the meeting to order at approximately 5:31 p.m.

2. Roll Call

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

3. Old Business - None

4. Consideration of Consent Agenda

- A. 25-407 Approval of Planning Commission meeting minutes of March 13, 2025
- B. 25-402 Approval of PT-002053-2025|PR-000089-2022, Preliminary Plat, The Enclave at Southern Hills, approximately 20.13 acres, 3 Lots, located south of New Orleans Street (101st Street) and east of Olive Avenue (129 Avenue)
- C. 25-397 Approval of PT-002050-2025|PR-000784-2024, Conditional Final Plat for Hackberry Market, 30.54 acres, 6 lots, CN (Commercial Neighborhood), CG (Commercial General), RD (Residential Duplex), and R-2 (Single Family Residential) to CH (Commercial Heavy) and PUD-001818-2024 via BAZ-001817-2024, northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th E. Avenue)
- D. 25-395 Approval of LOT-001770-2024 (Lot Split), Villas at Battle Creek, Lot Split, 11.45 acres, 1 lot to 2 lots, CG (Commercial General)/PUD (Planned Unit Development) 94, one-quarter mile south of Omaha Street (51st Street), east of Aspen Avenue (145th E. Avenue)
- E. 25-403 Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Street (51st Street)
- F. 25-398 Approval of LOT-002055-2025 (Lot Consolidation), Villas at Battle Creek, 1 Proposed Lot, 12.93 acres, located south and east of the southeast corner of Omaha Street (51st Street) and Aspen Avenue (145th E. Avenue)

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend
Move to approve Consent Agenda minus Item E. 25-403

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda

- E. 25-403 Approval of LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Street (51st Street)

Joel Hensley, Senior Planner, presented Item 25-403, Lot 2054-2025 involves consolidating two parcels—Parcel A, Lot 1, Block 1 of Outlet Mall, and Parcel B, Unplotted—into one lot of approximately 28.36 acres located east of Aspen Avenue and a quarter mile south of Omaha Street. The zoning is CG with no minimum lot area and a 200-foot frontage requirement, which the proposed lot meets. The property is outside the 100-year floodplain, according to FEMA maps, and city water and sewer services are available. No objections were raised by Public Service Company of Oklahoma, Windstream, or Cox Communications during the Technical Advisory Committee meeting on March 18, 2025. Staff recommends approval of the lot consolidation, contingent on submitting a new warranty deed for stamping before recording in Tulsa County.

The property, owned by Battle Creek Church, was initially intended for an Outlet Mall, as reflected by the plat name. Unless replatted, it will retain the Outlet Mall name despite its current use as a church. The plat was filed in 1984, which reflects its initial commercial purpose before being repurposed by the church.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan
Move to approve Item 25-403 LOT-002054-2025 (Lot Change), 2 Lots, Parcel A Lot 1, Block 1 Outlet Mall & Parcel B unplatted, 1 Proposed Lot, approximately 28.36 acres, located on east Aspen Avenue (145th Avenue), and one-quarter mile south of Omaha Steet (51st Street)

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

6. Public Hearings

- A. 25-394 Public hearing, consideration, and possible action regarding PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).**

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-394 PUD 2031-2025 is a minor amendment to PUD 94V, concerning Lot 1, Block 1 of the Kum & Go store No. 3866, located about half a mile west of Albany Street and east of Aspen Avenue. The amendment aims to modify signage requirements set by PUD 94V, approved by City Council on November 11, 2020, which limited sign height to 25 feet. The applicant seeks to revert the PUD language to align with current zoning code, allowing a 50-foot sign due to frontage along the Broken Arrow Expressway.

Further discussion centered on why Maverick, rebranding from Kum & Go, is requesting a modification to PUD 94V to allow a 50-foot sign instead of the previously approved 25-foot limit. The original restriction, approved by City Council on November 11, 2020, was based on Come and Go's marketing preference. Maverick wants a taller sign for better visibility from the Broken Arrow Expressway rather than arterial streets. The request aligns with current zoning code standards, allowing 50-foot signs along highways. The nearby apartments are approximately 300-400 feet away, so lighting is unlikely to be an issue. There was no public opposition or applicant present during the discussion.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 25-394 PUD-002031-2025, minor amendment to PUD-94V, Maverik 5396, 2.3 acres, Commercial Heavy (CH) and PUD-94V, located approximately one-half mile north of West Albany Street (East 61st Street) and east of Aspen Avenue (South 145th Avenue).

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business

- A. 25-416 Consideration, discussion, and possible approval of building elevations for SITE-001722-2024, National Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule**

Mackenzie Hackett, Staff Planner, presented Item 25-416 Site-001722-2024, which involves a proposed National Grocer on 2.6 acres, zoned commercial heavy with Specific Use Permit 233, located north of Kenosha Street and east of 9th Street. The site plan was approved on November 12th, 2024, after being submitted on August 23rd, 2024. On March 21st, 2025, the applicant requested a facade variance to use EFIS as the primary building material, with stone and metal accents, contrary to Section 5.8.G.1 of the zoning ordinance that restricts EFIS from being the primary facade material. Staff recommends approval of the updated elevations submitted on March 21st, 2025.

The staff did not suggest any changes to the proposed design. During the site plan review, there were some modifications made through discussions between staff and the applicant, resulting in the current submission. Commissioners generally agreed that the building looks good, with no concerns about the use of corrugated material or other aspects of the design.

MOTION: A motion was made by Mindy Payne, seconded by Jonatan Townsend
Move to approve Item 25-416 building elevations for SITE-001722-2024, National

Grocer, 2.6 acres, CH (Commercial Heavy)/SP (Specific Use Permit) 233, located one-quarter mile north of Kenosha Street, one-third mile east of 9th Street (177th E. Avenue/Lynn Lane Road.24-1288Consideration, Discussion, and Possible Approval of 2025 Planning Commission Meeting Schedule

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

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

Joel Hensley, Senior Planner, announced that this was his last planning commission meeting, as he is moving back to Missouri to be closer to his family and old friends. He mentioned his mother was present at the meeting and shared that he will be relocating to St. Louis, specifically Clayton, Missouri.

10. Adjournment

The meeting adjourned at 5:44 p.m.

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

Move to adjourn

The motion carried by the following vote:

Aye: 4 -

Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson



City of Broken Arrow

Request for Action

File #: 25-621, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Budget Amendment Number 23 for Fiscal Year 2025

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.

Budget Amendment Number 23 appropriates a portion of the fund balance of the 2018 G.O. Bond resulting from interest earned to provide for supplemental funding or funding for several projects.

Cost: \$1,350,000

Funding Source: 2018 GO Bond Fund

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #23 for Fiscal Year 2025

Recommendation:

Approval of and authorization to execute Budget Amendment Number 23 for Fiscal Year 2025.

**Fund 593 - 2018 Bond Issue
Budget Amendment #23
Fiscal Year 2025
5/6/2025**

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
593-353050	FUND BALANCE	\$ 11,142,095	\$ (1,350,000)	\$ 9,792,095
		\$ 11,142,095	\$ (1,350,000)	\$ 9,792,095

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
5933008-570150	203019	JAIL RENOVATION	\$ 1,443,665.00	\$ 950,000	\$ 2,393,665
5931700-570160	191711	PUBLIC SAFETY COMPLEX II	\$ -	\$ 140,000	\$ 140,000
5935300-570160	2552170	TRANSPORTATION PLANNING SUPPORT	\$ -	\$ 260,000	\$ 260,000
			\$ 1,443,665	\$ 1,350,000	\$ 2,793,665

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #23 appropriates a portion of the Fund Balance of the 2018 G.O. Bond resulting from interest earned to provide for supplemental funding for several projects.

Approved by the City Council
Tuesday, May 6, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-622, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2025

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.

Budget Amendment Number 24 appropriates a portion of the fund balance of the General Fund to fund an operating transfer out to BAEDA.

Cost: \$5,000,000.00

Funding Source: General Fund's fund balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #24 for Fiscal Year 2025

Recommendation:

Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2025.

**Fund 110 - General Fund
Budget Amendment #24
Fiscal Year 2025
5/6/2025**

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
110-353050	FUND BALANCE	\$ 35,381,761	\$ (5,000,000)	\$ 30,381,761
		\$ 35,381,761	\$ (5,000,000)	\$ 30,381,761

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
1109000-590870		TRANSFER TO BAEDA	\$ 5,325,110	\$ 5,000,000	\$ 10,325,110
			\$ 5,325,110	\$ 5,000,000	\$ 10,325,110

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #24 appropriates a portion of the fund balance of the General Fund to fund an operating transfer out to BAEDA.

Approved by the City Council
Tuesday, May 6, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-631, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Budget Amendment Number 26 for Fiscal Year 2025

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.

Budget Amendment #26 recognizes the revenue of the JAG grant and appropriates that revenue for grant expenditures.

Cost: \$15,790.00

Funding Source: JAG Grant

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #26 for Fiscal Year 2025

Recommendation:

Approval of and authorization to execute Budget Amendment Number 26 for Fiscal Year 2025.

**Fund 337 - Crime Prevention
Budget Amendment #26
Fiscal Year 2025
5/6/2025**

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
337-432040	DEPARTMENT OF JUSTICE	\$ -	\$ 15,790	\$ 15,790
		\$ -	\$ 15,790	\$ 15,790

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3373001-560240	2530240	JAG GRANT	\$ -	\$ 15,790	\$ 15,790
					\$ -
			\$ -	\$ 15,790	\$ 15,790

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #26 recognizes the revenue of the JAG grant and appropriates that revenue for grant expenditures.

Approved by the City Council
Tuesday, May 6, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-557, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Benham Design, LLC for providing design services on the Washington Street and 23rd Street Intersection project (Project Number ST24220)

Background:

On March 18, 2025, City Council approved an agreement for professional services with Benham Design, LLC for the Washington Street and 23rd Street Intersection project. While requesting a purchase order for said agreement, staff identified an arithmetic error contained in the agreement as well as a scrivener's error in the agenda item presented at the March 18, 2025, meeting. Attachment C of the agreement mistakenly included a total amount of \$62,248.00 for the right-of-way phase of the project but the actual total of \$64,248.00 is derived based upon the information provided in the original agreement. This equates to an increase in price of \$2,000.00 from the original agreement. Additionally, the March 18th agenda item stated the agreement amount totaled \$828,107.00 when in fact the correct total equates to \$840,107.00. The total increase from the originally approved agreement to the corrected values is \$12,000.00 which is currently available from 2018 GO Bond Proposition 1 funds.

To remedy and clarify the issues listed above, staff worked with the consultant to create Amendment 1 which is attached. Staff recommends approval of the amendment.

Cost: \$12,000.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Benham Design, LLC Signed Amendment 1 to Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Amendment 1 with Benham Design, LLC for the Washington Street and 23rd Street Intersection project (Project Number ST24220)

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
WASHINGTON STREET AND 23RD STREET INTERSECTION
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. ST24220**

1.0 Professional Consulting Firm:

1.1 Name: Benham Design, LLC
 1.2 Telephone No.: 918.492.1600
 1.3 Address: 15 West 6th Street, Suite 900
 Tulsa, OK 74119

2.0 Project Name/Location: Washington St. and 23rd St. intersection improvements, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Washington St. & 23rd St. intersection improvements, 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 Totals
 Task 1 (Land Survey): \$ 31,290.00 (LSUM)
 Task 2 (Conceptual Design): \$ 192,905.00 (LSUM)
 Task 3 (Preliminary Design): \$ 239,666.00 (LSUM)
Task 4 (Right-of-Way Design): \$ 64,248.00 (NTE)*
 Task 5 (Final Design): \$ 266,312.00 (LSUM)
 Task 6 (Bidding Assist. Design): \$ 12,174.00 (NTE)
 Task 7.1 (Hydr. Project Close-Out): \$ 20,202.00 (NTE)
 Task 7.2 (Project Close-Out): \$ 13,310.00 (LSUM)

TOTAL AGREEMENT AMOUNT \$ 840,107.00*

*** Amendment 1 changes**

4.2 Agreement Time: 520 calendar days (approximately)
 4.3 Estimated Construction Cost: TBD

5.0 Agreement Approved by the Owner on: March 18th, 2025

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
DATED - MARCH 19TH, 2025
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT NUMBER ST24220**

1. Professional Service Provider:

- a. Name: Benham Design, LLC
- b. Telephone No.: 918.492.1600
- c. Address: 15 West 6th Street, Suite 900, Tulsa, OK 74119

2. Amendment(s):

The contract identified above (“Original Agreement”) is amended as follows:

Section 1.4 of Attachment C (titled “Compensation And Additional Services”, page 17 of original agreement), is amended to read as follows:

Task 4. Right-of-Way Design Phase: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$64,248** for the completion of the Right-of-Way Phase. \$45,348 is LUMP SUM and includes labor and direct project expenses to set proposed Right-of-Way. \$18,900 is a Not to Exceed amount and is based upon an assumed 40 parcels priced at \$78.75 per parcel for Right-of-Way Document Review and \$236.25 per parcel for Property Reports, and \$157.50 per parcel for Property Staking. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

The above amended language revises the total agreement price from \$838,107.00, which was originally approved by OWNER’s governing body on March 18, 2025, to the new total of **\$840,107.00**.

3. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

4. Effective Date: This Amendment No. 1 is effective upon signature of both parties.

[REMAINDER OF PAGE BLANK INTENTIONALLY]



City of Broken Arrow

Request for Action

File #: 25-584, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute the Second Amended Agreement between the City of Broken Arrow and the Broken Arrow Historical Society

Background:

The City of Broken Arrow is including verbiage in our use agreements to include the city's policies for the governing body and staff to sign in lieu of signing similar documents from the user group. This verbiage includes:

“All City employees interacting with the non-profit shall be subject to the City of Broken Arrow's policies on Sexual Harassment, Conflict of Interest and the Loyalty Oath. Any violation of said policies and related discipline shall be solely determined by the City Manager of the City of Broken Arrow. All employees shall make any and all reasonable efforts to abide by the policies and rules of the non-profit board to which they are involved. As for Officers, City Council members shall be subject to any and all organizational policies and Oklahoma State law.”

This agreement concludes June 30, 2025.

Cost: N/A

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Second Amended Agreement for the Broken Arrow Historical Society

Recommendation: Approve the Second Amended Agreement for the Broken Arrow Historical Society.

**SECOND AMENDED AGREEMENT BETWEEN THE CITY OF BROKEN ARROW
AND THE BROKEN ARROW HISTORICAL SOCIETY**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Historical Society (**Licensee**).

I. LICENSE

City grants a non-exclusive license and agrees to allow **Licensee** to use facilities in the City of Broken Arrow popularly known as the Historical Museum located at 400 S. Main St. (**Premises**).

City agrees to pay for the electrical, natural gas costs, water and sewer costs of the **Premises** during the full term of this Agreement in an amount not to exceed \$25,000.00. Any cost over this amount shall be solely paid by the Licensee. All utility usage must be reasonable. Any utility usage that is unreasonable or is illegal shall be paid solely by the **Licensee**.

Licensee shall provide at least one individual to monitor the **Premises** during all **Licensee** activities.

Within its limitations as a non-profit 501C3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee's** status, the **City** reserves the right to examine **Licensee's** financial statements upon request.

Licensee shall perform all scheduling and reservations of the **Premises**. Licensee shall allow the City to use, at no charge, the 3rd floor meeting space when schedule permits. City will pay Licensee for any museum staff's overtime expense.

In accordance with City of Broken Arrow Ordinance No. 2821, the **Historical Society** is permitted to serve alcohol, subject to licensing by the Alcoholic Beverage Laws Enforcement Commission (ABLE). The **Historical Society** shall gain appropriate Special Event licensing from the ABLE Commission for such permission. A copy of such license shall be provided to the **City**. The City then issues its own permit to the Historical Society. In the event that only low-point beer will be served, only the City's permit must be obtained.

The **City** shall appoint one person who may attend meetings as needed of the **Licensee** Board of Directors. **Licensee** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **City** and the **Licensee**.

Licensee shall appoint a sitting member of the Broken Arrow City Council to Licensee's Board of Directors (or Licensees equivalent Board), to serve terms concurrent with the term of this agreement. The member of the City's City Council shall be determined by the City. In the event that an appointed City Council member is removed or vacates office during the term of this agreement, Licensee shall remove such individual from the Licensee's Board of Directors and replace the individual with another sitting member of the City's City Council chosen by the City, to serve the remainder of the Board term. Licensee has the sole obligation to ensure Licensee's bylaws and other governing documents are amended to comply with all governing law to accommodate and enforce this provision. In the event that the sitting member of the City Council has a conflict in

scheduling or is unable to attend the meeting for any reason, the sitting Council member shall have the sole authority to designate a representative to appear at the meeting and said representative shall have the same voting rights and obligations as the sitting Council Member.

Licensee shall comply with all laws governing the possession and/or use of firearms applicable to the Premises and shall require compliance of same from Licensee's invitees, guests, membership, and users. This includes 21 § 1277 (A)(1) that makes it unlawful for any person, including a person in possession of a valid handgun license issued pursuant to the provisions of the Oklahoma Self-Defense Act, to carry any concealed or unconcealed firearm into any structure, building, or office space which is owned or leased by a city, town, county, state or federal governmental authority for the purpose of conducting business with the public. Pursuant to Title 21 § 1277, no person shall carry a firearm either concealed or unconcealed whether loaded or unloaded into the Premises. Nothing contained herein shall prevent an individual from transporting or storing a firearm in a locked motor vehicle while parked in the user group's parking lot or on any property set aside for any motor vehicle.

Licensee shall present an organizational update at least one time per year at a regularly scheduled City Council meeting. The schedule of appearance shall be coordinated by the Community Relations Liaison of the City of Broken Arrow, or its representative. Licensee shall send a representative of the organization having knowledge of operations (for example board president, board member, or executive director of the organization) to speak on behalf of the organization and update the City Council.

Any and all requests for assistance by the Licensee or its personnel shall be coordinated through the City Manager's Office or the City Manager's designee.

Within its limitations as a non-profit 501C3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee's** status, the **City** reserves the right to examine **Licensee's** financial statements upon request.

As consideration herein, any fee or cost regarding any extracurricular event put on by the **Licensee** shall be waived by the **Licensee** with respect to all city council and personnel either sitting on the Board or acting as a liaison to the **Licensee**.

All City employees interacting with the non-profit shall be subject to the City of Broken Arrow's policies on Sexual Harassment, Conflict of Interest and the Loyalty Oath. Any violation of said policies and related discipline shall be solely determined by the City Manager of the City of Broken Arrow. All employees shall make any and all reasonable efforts to abide by the policies and rules of the non-profit board to which they are involved. As for Officers, City Council members shall be subject to any and all organizational policies and Oklahoma State law.

II. TERM

The term of this license shall commence upon both parties' execution, and shall expire on June 30, 2025, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically. The Agreement does not renew automatically.

III. IMPROVEMENTS

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the Community Relations Liaison or designee (**Liaison**). No other improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **Liaison**.

Licensee shall contract directly with the telephone company for monthly service and telephone installation on the **Premises**.

Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the **City** gives prior written permission for their removal. The structures involved in displaying artifacts in the exhibit gallery shall remain the property of the Historical Society. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **Liaison** immediately upon termination of the Agreement and **Licensee** shall restore the **Premises** to the condition that existed prior to the additions or modifications.

Licensee may not have, remove or change any locks on the **Premises** without the prior approval of the **Liaison** and without first supplying the **Liaison** with combination or key to all locks. **Licensee** shall be provided two keys. Any replacement or duplication of keys shall be paid by the **Licensee**.

Licensee shall follow all Oklahoma State laws and City of Broken Arrow ordinances regarding improvements made to the premises. **Licensee** agrees to comply with the City of Broken Arrow's purchasing manual and all Oklahoma State and City of Broken Arrow competitive bidding and construction laws.

IV. MAINTENANCE

Licensee acknowledges that it has inspected the **Premises** thoroughly and has full knowledge of the conditions of the **Premises**. The **City** makes no representations or warranties, express or implied, as to the condition of the **Premises**.

Licensee shall inspect the **Premises** immediately before and immediately after each use and shall immediately notify the **Liaison** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public,

Licensee shall not allow individuals to utilize the **Premises** until the defective portion of the **Premises** has been repaired or replaced.

Licensee agrees to take all reasonable precautions to prevent waste, damage or injury to the **Premises** by **Licensee** or by any competitors, volunteers, guests, invitees or others who may be on the **Premises**.

The **City** shall replace or repair any major maintenance item that is not routine in nature of the **Premises** in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems, and structural components of the **Premises**, the parking areas and outdoor lighting fixtures. The **Licensee** shall replace or repair any minor maintenance item that is routine in nature of the **Premises**, which may include the plumbing, electrical, HVAC systems, indoor lightbulb replacement and structural components of the **Premises**. The **Licensee** will be responsible for the replacement or repair any portion of the actual structures involved in displaying artifacts in the exhibit gallery.

The **City** shall schedule and pay for all maintenance and annual inspections required on the elevator contained within the structure.

The **City** shall mow and fertilize the outdoor area surrounding the **Premises**.

The **City** shall perform all clearing of snow and ice from the parking lots and sidewalks of the premises.

The **City** shall conduct annual cleaning and any needed repairs of humidifier.

The **City** shall manage and/or conduct fire extinguisher and fire suppression inspections.

The **Licensee** shall be responsible for keeping the mural in good condition and shall be responsible to repair any vandalism, damage or major wear and tear to the mural. The **Licensee** has purchased insurance to address any issues related to damage or vandalism to the mural and shall utilize the insurance coverage to repair any damage or vandalism to the mural.

Licensee is responsible for routine carpet and other flooring cleaning and upkeep, including any stain removal. Professional carpet cleaning services may be hired at the expense of **Licensee** with prior approval from the **City**. Carpet and flooring will be inspected regularly by **City**. Any carpet replacement due to normal wear and tear is the responsibility of and at the discretion of the **City** (typically every 10-20 years depending on use).

In the event that the indoor paint needs to be refreshed or repaired, **Licensee** shall be responsible for the cost and repair. All work must be done with express written permission of the **City Manager** prior to the work being performed. The **City** reserves the right to approve the painter(s) for the project. Outside painting shall be performed by the **City** and shall be at the **City's** sole discretion.

Licensee shall perform all custodial duties of the **Premises** as needed, and on a regular basis to ensure cleanliness of facility. **Licensee** shall pick up all trash and deposit the same in a commercial dumpster provided by the **City**.

Licensee shall maintain climate control devices at reasonable levels. **Licensee** shall keep the lights turned off in areas not being used and turn off all lights when leaving the **Premises**.

Licensee shall lock and secure the **Premises** after each use. All electrical, mechanical and technology rooms shall be kept clear of debris by the **Licensee** at all times and shall be accessible only to City personnel. Additionally, areas around electrical panels, HVAC equipment and fire suppression equipment must be kept clear and accessible at all times.

Licensee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair or routine maintenance on the **Premises** as a result of the acts of **Licensee** or by its competitors, volunteers, guests, or invitees, and for the **City's** cost in performing any of **Licensee's** contractual duties. Any damage to personal property caused by the failure of the **City** to maintain an item shall be repaired or replaced by the **City** at its discretion.

The **City** retains the right to enter any portion of the **Premises** at any and all times, reasonable notice, to inspect the **Premises** or to conduct maintenance or repairs, or for the purpose of determining whether **Licensee** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **City** under this Agreement. In the event of an emergency, no notice shall be required to enter or repair the premises.

In the event any landscaping is installed by the **Licensee**, the **Licensee** shall be responsible for maintenance and upkeep. Any landscaping installed by the **City**, shall be the **City's** responsibility for maintenance and upkeep.

All outside maintenance including painting, cleaning of windows, flashing and façade shall be the responsibility of the **City** and shall be maintained at the **City's** sole discretion.

Any maintenance, repair, cleaning, or service required from the **City** hereunder shall be performed at the **City's** sole discretion and timing.

Licensee shall be responsible for ensuring adherence to all Fire Life Safety codes and ensuring a safe environment. **Licensee** agrees to allow the Broken Arrow Fire Department access to the building for the purposes of inspection and/or safety review and **Licensee** agrees to be solely responsible for any remediation required. The opinion of the Fire Chief or his or her designee shall be conclusive evidence of the need for remediation and all remediation shall be considered a condition for the continued use of the premises.

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees solely of **Licensee**, and **Licensee** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

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

Licensee shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

VI. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **City's** right to indemnification, **Licensee** and each of its contractors, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. **Licensee** shall include the **City** as an Additional Insured on all required insurance policies. **Licensee** shall also require its contractors to list the **City** as an Additional Insured. **Licensee** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **Licensee** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and

admitted to write insurance business in Oklahoma. Failure of **Licensee** or its contractors to obtain and maintain any required insurance does not relieve **Licensee** from any liability hereunder.

VII. DEFAULT/TERMINATION

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

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **Licensee**. That the Licensee shall be allowed to temporarily rent the premises or allow meetings at the premises with other groups with the agreement of the Broken Arrow City Manager or his designee.

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

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

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

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

City of Broken Arrow

By: Michael Spurgeon 4/22/2025
Michael L. Spurgeon, City Manager

Attested:

Curtis Green 4/22/2025
City Clerk /Seal



AS APPROVED TO FORM:

 4/22/2025
Deputy City Attorney

Broken Arrow Historical Society

By: GARY GERBER 4/22/2025
Historical Society President

Printed Name: _____

Mailing Address (other than the premises address):



City of Broken Arrow

Request for Action

File #: 25-602, **Version:** 1

**Broken Arrow City Council
Meeting of: 5/6/2025**

Title:

Approval of and authorization to renew the annual maintenance for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

Background:

This is for the funding of the City's annual maintenance of Fortinet firewalls and switches. The maintenance is purchased through Chickasaw Telecom, an authorized reseller of Fortinet products.

Chickasaw Telecom 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: \$35,295.62

Funding Source: IT Department Operation Expense Budget# 1101200 540550

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Renewal

Recommendation:

Approval of and authorization to renew the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2



Quotation

5115 South 110th East Avenue
 Tulsa, OK 74146
 Telephone (918) 663-3565 Fax (918) 664-6590

Date April 21, 2025
 Quotation # 40239
 Customer #

Bill To Information:

Customer Name City of Broken Arrow
 Contact Name Phil Morris
 Street Address 220 South First Street
 City, State & Zip Code Broken Arrow, OK 74012
 Telephone Number (918) 259-2400
 Fax Number
 E-mail Address pmorris@brokenarrowok.gov

Quotation valid until: May 21, 2025
 Prepared by: Darin Dout
 Payment Terms: Due upon receipt of goods

Special Comments: Fortinet Support Renewal

STATE CONTRACT: FortiNet C2020-2

Product Serial #	Product Description	Qty.	Unit List Price	Start Dates	Customer Discount	Customer Unit Price	Customer Extended Price
Equipment and Software					15.00%		
S224EPTF19002180	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	232.75	2024/10/19	34.91	197.84	197.84
S148FFTF24014861	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	341.80	2025/04/17	51.27	290.53	290.53
S148FFTF21022384	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	464.84	2025/05/04	69.73	395.11	395.11
S124FNTF22006986	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	142.52	2024-10-19	21.38	121.14	121.14
S124FFTF23028046	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF22006815	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024-10-19	44.56	252.53	252.53
S124FFTF22006594	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024-10-19	44.56	252.53	252.53
S124FFTF21002953	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024-10-19	44.56	252.53	252.53
S124FFTF21002952	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002875	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002535	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002520	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002515	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002418	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21002126	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF21000109	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF20003057	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF20003034	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024/10/19	44.56	252.53	252.53
S124FFTF20002339	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024/10/19	44.56	252.53	252.53

S124FFTF20002322	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	218.45	2025/04/17	32.77	185.68	185.68
S124FFTF20002228	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	297.09	2024/10/19	44.56	252.53	252.53
S124ENTQ21009377	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	66.95	2025/04/17	10.04	56.91	56.91
S124EF5918004977	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	175.70	2025/04/17	26.36	149.35	149.35
S108ENTQ22001208	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	70.84	2024/10/19	10.63	60.21	60.21
S108ENTQ22001195	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	70.84	2024/10/19	10.63	60.21	60.21
FX511FTQ22020037	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	163.60	2025/04/17	24.54	139.06	139.06
FVA21FTF24000952	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000941	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000940	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000935	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000927	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000923	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000902	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000890	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000836	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000770	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FVA21FTF24000765	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	270.60	2025/04/17	40.59	230.01	230.01
FP221ETF19003997	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	30.15	2025/04/17	4.52	25.63	25.63
FP221E5519067233	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	30.15	2025/04/17	4.52	25.63	25.63
FMGVCLTM24000663	FortiManager Cloud, 24x7 Comprehensive Support	1	2,613.24	2024/10/19	391.99	2,221.25	2,221.25
FGT60FTK2309BCGQ	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49
FGT60FTK2209GZQM	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49
FGT60FTK21043113	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49
FGT60FTK21041477	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49
FGT60FTK21016153	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49
FGT60FTK21015435	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV,	1	666.46	2025-04-17	99.97	566.49	566.49

	Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates							
FGT60FTK21014891	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21014784	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21014707	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21014391	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	667.79	2025-04-16	100.17	567.62	567.62	
FGT60FTK21013536	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21006247	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21005903	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21005274	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK21004935	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK20008903	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FGT60FTK20006494	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	666.46	2025-04-17	99.97	566.49	566.49	
FG60EPTK20000033	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	903.32	2025-04-17	135.50	767.82	767.82	
FG40FITK20000687	UTM Protection (24x7) FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortieGurard URL, DNS, & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates	1	915.83	2025-04-17	137.37	778.46	778.46	
FG201FT922905956	Enterprise ProtectionAV, FortiGuard IPS Sceries, FortiGuard URL DNS & Video Filtering Service, AS, FortiGuard OT Security Service, FortiGuard Attack Surface Security Service, FortiGate Configuration Conversion Service, 24x7 Email, 24x7 Comprehensive Support, Advance HW, FortiGuard AI-based Inline Malware Prvention, FortiGuard Data Loss Prevention Service, Firmware & General Updates	1	7,235.98	2025-04-17	1,085.40	6,150.58	6,150.58	
FG201FT922905698	Enterprise ProtectionAV, FortiGuard IPS Sceries, FortiGuard URL DNS & Video Filtering Service, AS, FortiGuard OT Security Service, FortiGuard Attack Surface Security Service, FortiGate Configuration Conversion Service, 24x7 Email, 24x7 Comprehensive Support, Advance HW, FortiGuard AI-based Inline Malware Prvention, FortiGuard Data Loss Prevention Service, Firmware & General Updates	1	7,235.98	2025-04-17	1,085.40	6,150.58	6,150.58	
FG100FTK22015746	Enterprise ProtectionAV, FortiGuard IPS Sceries, FortiGuard URL DNS & Video Filtering Service, AS, FortiGuard OT Security Service, FortiGuard Attack Surface Security Service, FortiGate Configuration Conversion Service, 24x7 Email, 24x7 Comprehensive Support, Advance HW, FortiGuard AI-based Inline Malware Prvention, FortiGuard Data Loss Prevention Service, Firmware & General Updates	1	2,336.53	2025-04-17	350.48	1,986.05	1,986.05	

	Sub Total Equipment and Software	\$ 35,295.62
	Miscellaneous	100.00%

Sub Total Misc.	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

CTI-INST-LBR Installation, Configuration and Training (Not Requested)
THANK YOU FOR YOUR BUSINESS

TOTAL \$ 35,295.62

Ship To Information:

Customer Name City of Broken Arrow
Contact Name Phil Morris
Street Address 220 South First Street
City, State & Zip Code Broken Arrow, OK 74012
Telephone Number (918) 259-2400
Fax Number
E-mail Address pmorris@brokenarrowok.gov

If you have a project deadline please let us know when you place the order.

** Lead time is a Cisco estimate in business days plus shipping.
All Sales are final. No returns without Manufacturer's approval.*

Account Manager: Darin Dout
Direct Telephone #: 1-918-663-3565
Fax #: 1-918-664-6590
Federal Identification #: 73-1354410
Service Provider ID (SPIN) #: 143028698



City of Broken Arrow

Request for Action

File #: 25-324, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute a Professional Consultant Agreement with Garver, LLC. for the shade structure design at the Indian Springs Sports Complex Baseball Fields 9-16 Project No. 2560200

Background:

In 2020, the City installed new fabric shade structures covering the bleacher grandstands at Indian Springs Sports Complex for baseball fields 1-8. These have been used by spectators every year for protection from the weather elements. The existing smaller baseball fields 9-16 have limited to no shade protection currently at the existing spectator bleachers.

The City proposes a contract with Garver, LLC. to design shade structures to cover the spectator seating out at Indian Springs Sports Complex for the baseball fields 9-16. A fee of \$32,700 was negotiated with Garver, LLC for the design of these improvements.

Cost: \$32,700

Funding Source: Parks and Recreation Capitol Improvements

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:

Approve and authorize the execution of a Professional Consultant Agreement with Garver, LLC. for the shade structure design at the Indian Springs Sports Complex Baseball Fields 9-16 Project No. 2560200.

**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX BASEBALL SHADE STRUCTURES
PROJECT 2360350**

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

WITNESSETH:

WHEREAS, OWNER intends to provide design plans to add shade structures over the bleacher areas for Fields 9-16 at Indian Springs Sports Complex Baseball (ISSC) (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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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 enforced as of the effective date of the AGREEMENT, 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. Notwithstanding the foregoing, CONSULTANT is obligated to perform its professional services in accordance with the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances in a similar locality with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT 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, pursuant to a non-exclusive license to use the work product for project purposes only.

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.

Notwithstanding any provision to the contrary, CONSULTANT may be entitled to an equitable adjustment in the AGREEMENT price and project schedule for impacts to the SERVICES resulting from events beyond CONSULTANT's control..

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.

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ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), 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 the 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 - 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 Street
Broken Arrow, OK 74012
Contact: Shannon Marshall, AIA.
Special Projects Division Manager Engineering &
Construction Department

CONSULTANT: Garver, LLC
6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
(316) 616-1734
Contact Name: Nick Staib

Senior Landscape Architect

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

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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:

Garver, LLC

By: Wallace Smith
Wallace Smith, PE
Director of Federal Services

Date: 4/15/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Nick Staib
Nick Staib, PLA, Project Manager

Date: 4/15/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

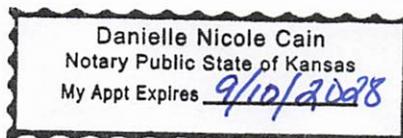
VERIFICATION

State of Kansas)
County of Sedgewick) §

Before me, a Notary Public, on this 15th day of April, 2025, personally appeared Wallace Smith, PE Nick Staib known to be to be the Project Manager of Garver, 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:

9/10/2028
Danielle Nicole Cain
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Indian Springs Sports Complex Baseball (ISSC) shade structure additions to the bleacher areas for fields 9-16. These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 325,000.00 budgeted for this PROJECT that includes all project construction monies. 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.

Furthermore, CONSULTANT understands: This project consists of designing a shade structure system to cover the bleacher areas for fields 9-16 at Indian Springs Sports Complex Baseball (ISSC). This will include the areas between the fields. No work within the ballfields will occur.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration; coordinate topographical survey in area of work, perform site design including layout, grading, and detail. All necessary structural design required for the project including foundation design shall be considered a delegated design and submitted by selected contractor for review.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Site Demolition Plan, Site Layout Plan, Site Grading/ Erosion Control Plan, Site Details, Specifications, Opinion of Probable Construction Costs.

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 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.
 - 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 GEOTECHNICAL Engineering:** 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 Complete 3 soil borings to a depth of 15' in locations indicated on Attachment F.
 - 3.2.2 Request a utility clearance through OKIE 811. UES is not responsible for loss or damage resulting from unmarked utilities.
 - 3.2.3 Explore the subsurface conditions at this site by drilling borings according to the Soil Boring Schedule in Attachment F. The borings will be drilled to the aforementioned depths of auger refusal, whichever occurs first.
 - 3.2.4 Logs of subsurface conditions encountered in the borings will be recorded by field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis.
 - 3.2.5 The laboratory testing program may include the following tests: in-situ moisture content determination; Atterberg Limits (ASTM D4318); particle size analysis, and soil classification. The actual type and number of tests will depend on the soil conditions encountered.
 - 3.2.6 Geotechnical engineer is anticipating that the following laboratory testing program will include in-situ moisture content determination, Atterberg limits, particle size analysis, and soil classification.
 - 3.2.7 Geotechnical engineer will provide an engineering report where they will analyze the field and laboratory data and provide an engineering report regarding recommendations for site work, fill material, slab-on-grade, and for design and construction of foundations.

- 3.3 PRELIMINARY DESIGN PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Prepare a Preliminary Site Demolition Plan to identify areas of pavement removal.
 - 3.3.2 Prepare a Preliminary Site Architectural Plan showing locations of shade structures.
 - 3.3.3 Prepare Preliminary Site Details, including basis of design information for shade structures.
 - 3.3.4 Prepare a Preliminary Grading/ Erosion Control Plan for all areas of pavement removal.
 - 3.3.5 Prepare an Opinion of Probable Construction Costs for the proposed improvements.
 - 3.3.12 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

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 Prepare and complete final design
- 3.4.3 Prepare detailed construction plans in conformance with appropriate drafting standards
- 3.4.4 Prepare Specifications
- 3.4.5 Prepare final quantity estimates.
- 3.4.6 Prepare final estimate of construction costs with a 10% contingency.
- 3.4.7 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.
- 3.4.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
- 3.4.9 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
- 3.4.10 The Final Design Phase submittal shall include:
 - Site Demolition Plan
 - Site Architectural Plan
 - Site Details as necessary to accurately convey the design intent to the contractor.
 - Prepare a Grading Plan/ Erosion Control Plan establishing proposed spot elevations and contours throughout the project site disturbed areas.
- 3.4.11 Final Design Review.
- 3.4.12 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
- 3.4.13 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.

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 E:

- 3.5.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, 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.

3.5.5 Prepare bid tabulation, if requested, and provide recommendation for award.

3.6 CONSTRUCTION ASSISTANCE PHASE:

Construction Assistance will submit reviews, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if requested by the CITY.

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 Incorporate changes into the drawings and produce Record Drawings.

3.6.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.6.3 Submit any revisions to the Design Manual caused by construction changes.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
STREET
PROJECT NO. 2360350**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

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 Site Demolition Plan
- 1.3 Site Architectural Layout Plan;
- 1.4 Site Details;
- 1.5 Site Grading/ Erosion Control Plan

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.

5.3 Construction Specifications

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

6.1 Drawings:

- 6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

- 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated ___ day of ____, 2025.

1.0 BASIC COMPENSATION

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

1.1 Task 1. Preliminary Design Payment:

1.1.1 Task 1.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$13,530.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 Task 1.3. The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,820.00** for geotechnical services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2. Final Design Payment:

1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$9,810.00** for the completion of Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$1,440.00** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4. Construction Assistance Phase: The OWNER shall pay the CONSULTANT an hourly fee not to exceed the amount of **\$4,100.00** for the Construction Assistance Phase. The hourly rate for these services are listed below in section 2.0. Project closeout and record drawings are included in this 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 as of July, 2024.

Professional Services

Senior Landscape Architect/ Project Engineer (E-3)	\$180.00
Landscape Architect (E-1)	\$135.00
Project Engineer (E-2)	\$157.00
Design Engineer (E-1)	\$135.00
Technician 2 (T-2)	\$119.00
Administrative 2 (AM-2)	\$100.00

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
GARVER, LLC
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA 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
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the __ day of __, 2025. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule (EXHIBIT B), utilizing the phases and durations provided below.

- | | | |
|------------|--|---|
| 1.0 | TASK 1: PRELIMINARY DESIGN | 30 Days |
| 1.1 | Notice to Proceed: | |
| 1.2 | Conduct Geotechnical Investigation & Provide Recommendations/Report | |
| 1.3 | Prepare and Submit Preliminary Drawings: | |
| 1.4 | Prepare and Submit Opinion of Probable Cost: | |
| 1.5 | Owner Review: | |
|
 | | |
| 2.0 | TASK 2: FINAL DESIGN PHASE: | 30 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Prepare & Submit final (90%) plans and Specifications for City Review: | |
| 2.3 | Prepare final Opinion of Probable Cost: | |
| 2.4 | Owner review: | |
| 2.5 | Prepare & Submit bid documents (100% plans and specifications): | |
|
 | | |
| 3.0 | TASK 3: ASSISTANCE DURING BIDDING PHASE: | |
| 3.1 | Providing bid documents: | To be determined. |
| 3.2 | Attend pre-bid conference: | To be determined. |
| 3.3 | Answer RFI's & prepare addenda: | To be determined. |
|
 | | |
| 4.0 | TASK 4: CONSTRUCTION ASSISTANCE PHASE: | |
| 4.1 | Construction assistance: | To be determined. |
| 4.2 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 4.3 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

ATTACHMENT F

Indian Springs Baseball Complex

S Fenwood Ct

W Shreveport St W Shreveport St

Limits of topographic survey

Geotechnical- three borings- max depth of 15' , backfill borings and concrete slab patched with sacked concrete mix. Report to provide recommendations for shallow foundation.

Limits of topographic survey

Google Earth
Image © 2025 Airbus

500 ft



City of Broken Arrow

Request for Action

File #: 25-561, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Approval of and authorization to execute Agreement for Professional Consultant Services with Hudson Prince Engineering & Inspection, PLLC for the Timber Ridge Access Conceptual Study Project Number 2552180

Background:

Engineering & Construction Department staff negotiated an Agreement for Professional Consultant Services with Hudson Prince Engineering & Inspection, PLLC to provide design services for the Timber Ridge Access Conceptual Study. The agreement includes design services to provide conceptual plans and conceptual cost estimates for two options for access to Timber Ridge Elementary from 37th Street.

Upon completion of the conceptual design study and determination of the preferred route of access, staff will bring a design amendment for possible approval to complete preparation of final construction documents.

Cost: \$26,700.00

Funding Source: Engineering Professional Services

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

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Agreement for Professional Consultant Services with Hudson Prince Engineering & Inspection, PLLC for the Timber Ridge Access Conceptual Study Project Number 2552180.

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
PROFESSIONAL CONSULTANT AGREEMENT
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

1.0 Professional Consulting Firm:

1.1 Name: Hudson Prince Engineering & Inspection, PLLC
1.2 Telephone No.: 918-613-3360
1.3 Address: 202 East 2nd Avenue, Ste. 101
Owasso, OK 74055

2.0 Project Name/Location: Timber Ridge Access Conceptual Study

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Conceptual Study of two access roadway alignments from 37th Street to Timber Ridge Elementary in Broken Arrow, OK, at the specified locations within this agreement. These documents shall include, but not be limited to, the following: CAD base map/drawings from aerial imagery and linework for two conceptual alignments, typical sections, quantities, programming estimates, and impact matrix. The final deliverable will be a Summary Memo with Exhibits and Attachments.

4.0 Agreement Summary:

4.1	Agreement Amount: Conceptual Study Phase	\$ 26,700.00
	TOTAL AGREEMENT AMOUNT	\$ 26,700.00
4.2	Agreement Time:	12 calendar days
4.3	Estimated Construction Cost:	\$ TBD

5.0 Agreement Approved by the Owner on: _____ 2025

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS CONCEPTUAL STUDY**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to perform a conceptual study of two roadway alignments for access to Timber Ridge Elementary from 37th Street within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S 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 and Additional Services.

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 furnished 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 wrongful acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

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

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

ARTICLE 9 - INSURANCE

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

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER as an Additional Insured and certificate holder on their certificates 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 to the extent allowed by law.

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 he:

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

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

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

24.1.4 Has required, and will at all times during the term of this AGREEMENT, 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 AGREEMENT, 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 - 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
(918) 259-7000
Contact Name: Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Hudson Prince Engineering & Inspection, PLLC
202 East 2nd Avenue, Ste. 101
Owasso, OK 74055
(918) 613-3360
Contact Name: Jerod Wilkins, P.E.
Executive Vice President

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

ARTICLE 26 – ELECTRONIC SIGNATURES

The Parties 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 is it 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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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to perform a conceptual study of two roadway alignments for access to Timber Ridge Elementary from 37th Street within the City of Broken Arrow. Work shall consist of the following: CAD base map/drawings from aerial imagery and linework for two conceptual alignments, typical sections, quantities, cost estimates, and impact matrix. The conceptual documents shall consist of the following: Summary memo with attachments and exhibits. Based upon the best information available at the time of this agreement, the study shall include discussion of impacts due to the presence of rock and utilities on the design alternatives.
- 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 (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of analysis of two new roadway alignments for access to Timber Ridge Elementary School from 37th Street in accordance with all current City of Broken Arrow specifications.
 - 2.1.1 The CONSULTANT shall provide a conceptual analysis, consisting of the following:
 - 2.1.1.1 Generate two (2) conceptual alignments, typical sections, quantities, cost estimates, and impact matrix.
 - 2.1.1.2 Preparation of a memo summarizing the study.
 - 2.1.2 Assistance during construction services, including the review of construction submittals and response to RFIs, will be negotiated at a later date if required by the OWNER:

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 Meet with the OWNER to discuss review comments for the CONCEPTUAL STUDY Phase of the project and incorporate appropriate comments into the Phase.

3.2 **CONCEPTUAL DOCUMENTS 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 CONCEPTUAL STUDY:

3.2.1.1 Prepare conceptual study for the proposed project, including:

- Summary Memo
- Executive Summary
- Alignment Plans (2 Alignments)
- Typical Sections
- Cost Estimates
- Impact Matrix

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONCEPTUAL STUDY: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following items:

- 1.1 Summary Memo with Attachments & Exhibits
- Summary Memo
 - Executive Summary
 - Alignment Plans (2 Alignments)
 - Typical Sections
 - Cost Estimates
 - Impact Matrix

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

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 _____ 2025.

1.0 BASIC COMPENSATION

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

1.1 Conceptual Study Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$26,700.00** for the completion of the Conceptual Study 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 _____.

Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

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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
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. CONSULTANT topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and 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 CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

PROJECT SCHEDULE

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

1.0 CONCEPTUAL STUDY PHASE:

- 1.1 Notice to Proceed:
- 1.2 Preparation of Conceptual Study: 10 calendar days
- 1.3 Owner Review: 2 calendar days
- 1.4 Total: 12 calendar days

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City of Broken Arrow

Request for Action

File #: 25-551, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Approval of and authorization to execute a Memorandum of Understanding between the Indian Nation Council of Government (INCOG) and Broken Arrow, Oklahoma

Background:

The purpose of the proposed continuing Memorandum of Understanding (MOU) is to contract services with INCOG to perform duties and assist the City in providing accurate 9-1-1 call location for its citizen and duties as outlined for Community Development. INCOG will provide the following services:

- * GIS Mapping for centerline and address point data
- * Maintenance and improvements to the Master Street Address Guide
- * Verification that cell towers are routing wireless calls to the correct Emergency Communications Center
- * Assigning new addresses - this includes new plats, lot splits and commercial tenant spaces
- * Assigning addresses for utility connections in the right-of-way - including water taps, gas, irrigation, traffic signals, school crossings, Cox and Windstream cabinets
- * Responding to inquiries and system errors with regards to addresses
- * Notifying agencies of address assignments

The cost for the July 1, 2025 to June 30, 2026 Memorandum of Understanding with INCOG as outlined is \$50,638.00. This reflects no increase over the previous MOU.

Cost: \$50,638.00

Funding Source: Public Safety Safes Tax Fund 3443006-540550 and
General fund 1101400-540550

Requested By: Lance Arnold, Chief of Police
Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: INCOG - City of Broken Arrow MOU FY25-26.

Recommendation:

Approve and execute a Memorandum of Understanding between the Indian Nation Council of Government (INCOG) and Broken Arrow, Oklahoma in an amount not to exceed \$50,638.00 in FY25-26

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & BROKEN
ARROW**

This Memorandum of Understanding outlines the duties of INCOG and Broken Arrow to maintain the NG9-1-1 electronic map street layer, address point layer, ESN, Fire, Law, Ambulance, Public Service Answering Point (PSAP) boundaries, and the master street and address guide (MSAG).

Broken Arrow desires to maintain the accuracy of its street layer used in its 9-1-1 center for locating callers and directing emergency personnel to the correct location, to update and maintain the MSAG, which is the database containing the address information necessary to locate a 9-1-1 caller and plot the call on the electronic map, and to verify the correct routing of wireless cell towers to its jurisdiction.

INCOG desires to assist Broken Arrow by performing the following tasks:

1. INCOG will acquire all newly platted subdivisions, new streets, street closures and any alterations of the PSAP, fire, law, and ambulance boundaries promptly upon approval by the governing body.
2. Using the information acquired, INCOG will:
 - a. Update and maintain an accurate emergency services number (ESN) map layer, and ESB boundary files according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - b. Update and maintain accurate street files based on the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - c. Update and maintain an accurate address point layer based upon the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - d. Create associated 911 GIS data and perform any changes to the MSAG to accommodate newly platted subdivisions and newly assigned unplatted addresses.
 - e. Perform MSAG, street, address point, and boundary layer (fire, law, ambulance, ESZ and PSAP) validations as a part of the Oklahoma NG9-1-1 GIS Toolkit
 - (i) Identifying and correcting street mapping errors
 - (ii) Identifying and correcting address point mapping errors
 - (iii) Identifying and correcting boundary layer (fire, law, ambulance, ESZ and PSAP) mapping errors, and
 - (iv) Identifying and correcting MSAG errors.

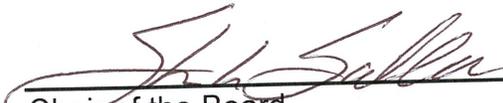
- f. Provide quarterly the newly updated street and address point file to the Broken Arrow 9-1-1 center.
 - g. Provide quarterly newly updated streets, address points, ESB boundary layers of fire, law, ambulance, ESZ, PSAP, and discrepancy agency to the Oklahoma State Repository.
3. INCOG will acquire annually the geo-coded location of all cell phone towers for wireless service providers that have deployed Phase II wireless service in the Broken Arrow PSAP boundary.
 4. Using the information acquired, INCOG will:
 - a. Place the cell tower location on the map,
 - b. Calculate the footprint of the tower based on data provided by the wireless service provider,
 - c. Establish or verify the routing for each tower to the correct PSAP and send corrections for routing back to the cell phone provider, and
 - d. Verify new tower locations and routing upon request of wireless providers.

Broken Arrow agrees to pay INCOG \$30,146 for the performance of its duties outlined in this agreement. Payments shall be made in twelve (12) equal amounts upon receipt of an invoice each month from INCOG.

This Memorandum of Understanding shall become effective July 1, 2025, and continue until June 30, 2026. This MOU may be extended in time or amended upon written agreement of the parties.

INDIAN NATIONS COUNCIL OF GOVERNMENTS

CITY OF BROKEN ARROW



 Chair of the Board

 (Name)
 (Title)

 (Clerk)
 (seal)

Broken Arrow also desires to assign new addresses for Broken Arrow consistent with the MSAG and map protocols.

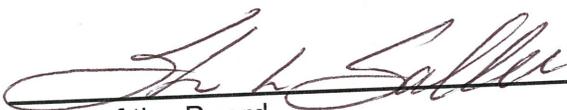
1. INCOG will perform the following addressing responsibilities:
 - a. Assign addresses to new plats, lot splits, commercial tenant spaces, and unplatted lots,
 - b. Assign addresses for utility connections in right of way – including water taps, gas, irrigation, traffic signals, school crossings, Cox and Windstream cabinets as required for permitting,
 - c. Respond to inquiries and system errors with regards to addresses including but not limited to Code Enforcement, permit counter, Fire Department, USPS, US Census Bureau, Tulsa and Wagoner County Assessors, realtors, and property owners,
 - d. Work with Broken Arrow city staff on complex addressing issues and provide guidance on possible solutions,
 - e. Address verifications for title companies, and
 - f. Notification to agencies of new address assignments

Broken Arrow agrees to pay INCOG \$20,492 for the performance of its duties outlined in this agreement. Payments shall be made in 12 equal amounts upon receipt of an invoice each month from INCOG.

This Memorandum of Understanding shall become effective July 1, 2025, and continue until June 30, 2026. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**

CITY OF BROKEN ARROW


Chair of the Board

(Name)
(Title)

(Clerk)
(seal)

MEMORANDUM OF UNDERSTANDING BETWEEN THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & BROKEN ARROW

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 - d. Create associated 911 GIS data and perform any changes to the MSAG to accommodate newly platted subdivisions and newly assigned unplatted addresses.
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 - (i) Identifying and correcting street mapping errors
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- f. Provide quarterly the newly updated street and address point file to the Broken Arrow 9-1-1 center.
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Broken Arrow agrees to pay INCOG \$30,146 for the performance of its duties outlined in this agreement. Payments shall be made in twelve (12) equal amounts upon receipt of an invoice each month from INCOG.

This Memorandum of Understanding shall become effective July 1, 2025, and continue until June 30, 2026. This MOU may be extended in time or amended upon written agreement of the parties.

INDIAN NATIONS COUNCIL OF GOVERNMENTS

CITY OF BROKEN ARROW



 Chair of the Board

 (Name)
 (Title)

 (Clerk)
 (seal)

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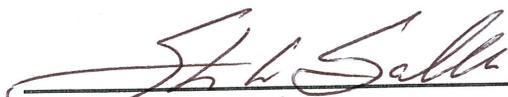
1. INCOG will perform the following addressing responsibilities:
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 - b. Assign addresses for utility connections in right of way – including water taps, gas, irrigation, traffic signals, school crossings, Cox and Windstream cabinets as required for permitting,
 - c. Respond to inquiries and system errors with regards to addresses including but not limited to Code Enforcement, permit counter, Fire Department, USPS, US Census Bureau, Tulsa and Wagoner County Assessors, realtors, and property owners,
 - d. Work with Broken Arrow city staff on complex addressing issues and provide guidance on possible solutions,
 - e. Address verifications for title companies, and
 - f. Notification to agencies of new address assignments

Broken Arrow agrees to pay INCOG \$20,492 for the performance of its duties outlined in this agreement. Payments shall be made in 12 equal amounts upon receipt of an invoice each month from INCOG.

This Memorandum of Understanding shall become effective July 1, 2025, and continue until June 30, 2026. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**

CITY OF BROKEN ARROW



Chair of the Board

(Name)
(Title)

(Clerk)
(seal)



City of Broken Arrow

Request for Action

File #: 25-563, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Marquardt Engineering, PLLC for providing design services on the Rose District Alleyway East project (Project Number ST25190)

Background:

On July 15, 2024, City Council approved an agreement for professional services with Marquardt Engineering, PLLC for the Rose District Alleyway East project. The original agreement included alleyway improvements from El Paso Street to Broadway Avenue as well as Elgin Street to Freeport Street but excluded work between Broadway Avenue and College Street. During the design process it was determined improvements to the alleyway between Broadway Avenue and College Street should be added to the design scope. Staff then negotiated an amendment to include this additional scope.

Staff recommends approval of the amendment.

Cost: \$7,600.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Amendment 1 to Agreement for Professional Consultant Services

Recommendation:

Approve and authorize execution of Amendment 1 with Marquardt Engineering, PLLC for the Rose District Alleyway East project (Project Number ST25190)

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC (CONSULTANT)
FOR
ROSE DISTRICT ALLEYWAY EAST
PROJECT NUMBER ST25190**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of December 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Marquardt Engineering, PLLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated July 16th, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide conceptual design documents for the East Side Industrial Park Access Roadway and Railroad Crossing.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the design of the alleyway east of North Main Street between East Broadway Street and East College Street within the construction plan documents for the improvements to the Rose District Alleyway East.

WHEREAS, the ORIGINAL AGREEMENT and Amendments 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. ATTACHMENT A – SCOPE OF SERVICES.

2.1.A This PROJECT is amended such that CONSULTANT shall include the design of the alleyway east of North Main Street between East Broadway Street and East College Street within the construction plan documents for the improvements to the Rose District Alleyway East.

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 July 16, 2024	\$43,800.00
<u>Amendment No. 1</u>	<u>\$7,600.00</u>
Revised Total Contract Amount	\$51,400.00

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

4. ELECTRONIC SIGNATURES

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

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

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VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 19th day of December, 2024, personally appeared Keith Marquardt, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: MANAGING MEMBER) of Marquardt Engineering 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:

1-26-2027


Notary Public





City of Broken Arrow

Request for Action

File #: 25-552, Version: 1

**Broken Arrow City Council
Meeting of: 5-6-2025**

Title:

Approval of and authorization to execute an Agreement for Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South 9th St and East Washington Avenue Intersection Improvements (Project Number ST2027a)

Background:

The City of Broken Arrow plans to improve South 9th Street and East Washington Avenue intersection as part of the 2018 GO Bond. In order to accommodate the new construction, existing Oklahoma Natural Gas Company (ONG) gas facilities need to be relocated. Portions of these existing facilities are located within existing private ONG easements, and as such, the City must reimburse ONG for the cost of relocating those portions of the facilities. ONG will bear the cost of relocating the portions of the facilities that do not occupy private easements, or for improvements (betterments) to their facilities completed as part of this project.

The total anticipated construction cost for this work is \$660,587.00. Of which, the City portion is \$463,366.00 (70.14%). ONG's share is \$197,221.00 (29.85%), which includes any betterment. The attached Agreement details these costs and serves as authorization for ONG to begin the relocation process.

Staff recommends approval of the Agreement with ONG to relocate the gas facilities for an estimated cost to the City of \$463,366.00.

Cost: \$463,366.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

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

Recommendation:

Approve and authorize execution of Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for South 9th St and East Washington Avenue Intersection Improvements (Project Number ST2027a)

**AGREEMENT
GAS FACILITIES RELOCATION
ONG Broken Arrow FCT 055 NDP - 9th St (177th, S Lynn Lane) & E Washington (91st)
Intersection (COBA #ST2027a)**

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

City of Broken Arrow, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction of the referenced project as shown on plans therefore, the latest of which were received electronically by Company on January 7, 2025. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City's share of the estimated cost of the necessary relocation will be \$463,366 all of which is to be reimbursed to Company by City.

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

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

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

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

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

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

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

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

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

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

ATTEST:

Brian Shore
Signer ID: SMGCEWBOEM...
Secretary - Brian Shore

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

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

Date: 04/09/2025 PDT

APPROVED AND ADOPTED by the City Council of the City of Broken Arrow this 6th day of May, 2025.

ATTEST:

**CITY OF BROKEN ARROW
A MUNICIPAL CORPORATION**

City Clerk – Deputy

Mayor

APPROVED as to form and legality

D. Graham Parker 4/28/2025

City Attorney

**OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST**

9th St (177th, S Lynn Lane) & E Washington (91st) Intersection (COBA #ST2040, ST2027a)
City of Broken Arrow
4/8/2025

Pipe Footage in Private Easement	=	1,511	ft
Pipe Footage in Public Easement	=	100	ft
Total Project Footage	=	1,611	ft
Estimated Project Cost (Like Kind and Size)	=	\$494,038	
Estimated Project Cost (Actual Installation)	=	\$660,587	
Betterment (Actual - Like Kind and Size)	=	\$166,549	

Breakdown of Estimated Project Cost Like Kind and Size			
ONG Share	+	Entity Share	= Total
100	+	1,511	= 1,611
<u>1,611</u>	+	<u>1,611</u>	= 1,611
6.21%	+	93.79%	= 100.00%
\$30,672	+	\$463,366	= \$494,038

Betterment Cost Allocation				
Sub-Total Estimated Cost	=	Entity Share	+	Betterment
Total Estimated ONG Cost	=	\$30,672	+	\$166,549 = \$197,221
Total Estimated Entity Cost	=	\$463,366	+	\$0 = \$463,366
Total Estimated Cost of Actual Replacement				= \$660,587

Composite Percentage of Project				
ONG SHARE	=	$\frac{\$30,672}{\$660,587}$	=	4.64%
ONG BETTERMENT	=	$\frac{\$166,549}{\$660,587}$	=	25.21%
ENTITY SHARE	=	$\frac{\$463,366}{\$660,587}$	=	70.14%



Cost Summary Report

CUE Number	28123
CUE Description	ONG BROKEN ARROW 055 NDP - 9th St (177th, S Lynn Lane) & E Washington (91st) Intersection (COBA #ST2027a)
CUE Status	TAPPR
Parent WO	2021-1001007938
Capital Project Number	
Project Function	
Version Number	055
Version Description	1
Version Estimate Type	Original
Version Estimate Status	DESIGN
Estimator ID	TAPPR
Estimator Name	OKE12547
Cost Center	Helbig, Tim W.
Project Funding Number	2980
Funding Type	021.055.2989.FP010007
Target Start Date	NDP
Target Finish Date	Jun 15, 2021
	Jun 15, 2022

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	27803.70	467939.51	6116.82	88.37	158637.83	0.00	660586.23	0.00	660586.23
<i>Sub Total</i>	27803.70	467939.51	6116.82	88.37	158637.83	0.00	660586.23		660586.23



Cost Summary Report

Table 2

WP Task #	WP Description	Materials & Consumables			Labor Breakdown			Overheads			Total Costs
		Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	
20	CU Cathodic Protection/Coating Material	2,142.8	0.00	0.00	0.00	0.00	471.41	0.00	685.69	0.00	3299.90
30	CU Install Services	461.46	0.00	0.00	0.00	15949.19	101.52	0.00	5251.41	0.00	21763.58
10	CU Install PE Main	19,883.51	0.00	0.00	482.88	368681.69	4374.38	88.37	124495.39	0.00	518006.22
40	CU Retire Services	73.9	0.00	0.00	0.00	0.00	16.26	0.00	23.65	0.00	113.81
11	CU Retire CS, PE Main	5,242.03	0.00	0.00	0.00	82825.75	1153.25	0.00	28181.69	0.00	117402.72
<i>SubTotal</i>		27,803.70	0.00	0.00	482.88	467,456.63	6,116.82	88.37	158,637.83	0.00	660,586.23



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	ELBOW,6 IN IPS,MDPE,BUTT FUSION,45 DEG,DR 11,80 PSIG,ASTM D2513		37.2	2	EACH	340000385
10	I			CONTRACT	0	ELBOW,6 IN IPS,MDPE,BUTT FUSION,90 DEG,DR 11,80 PSIG,ASTM D2513		365.4	18	EACH	340000370
10	I			CONTRACT	0	REDUCER,6 IN IPS X 4 IN IPS,MDPE,BUTT FUSION,DR 11,80 PSIG,ASTM D2513		49.5	3	EACH	340000470
10	I			CONTRACT	0	COUPLING,6 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		796.1	10	EACH	340000241
10	I			CONTRACT	0	VALVE,BOX,6 IN FULL PORT,ABS POLY,SCREW TYPE,ADJ HEIGHT 44 IN TO 58 IN TOP OF LID TO BOTTOM OF BELL,CAST IRON,FLANGED, NON LOCKING VENTED LID		95.42	1	EACH	070000023
10	I			CONTRACT	0	TEE,6 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		66	3	EACH	340000710
10	I			CONTRACT	0	TRANSITION 4 IN X 4 IN IPS,ST X PE,WE X FUS, 0.391 IN WT,DR 11.5,MD,FBE,W/ TRACER		163.65	3	EACH	110000255



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	MARKER SIGN, 3 IN W X 66 IN H-FIBERGLASS W REFLECTIVE DECAL,ONG LOGO,WARNING NATURAL GAS PIPELINE,INTERI NO DIG SYMBOL,FEDER/ LAW VANDALISM WARNING,BLACK W YELLOW LETTERING,DEC, IS 18 IN LONG		50	4	EACH	300000010
10	I			CONTRACT	0	CAUTION TAPE, 3 IN X 1000 FT,IMPRINTED,G LINE BURIED, YELLOW WITH BLACK LETTERING		1.8	180	FEET	300000156
10	I	37600	1590060	CONTRACT	0	PIPE MDPE,STICK, 6.00 IN IPS,DR 11.5,40 FT STICKS,0.576 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513, YELLOW		1220.8	160	FEET	330000075
10	I	37600	1590060	CONTRACT	0	PIPE MDPE,COIL,6.00 IN IPS,DR 11.5,500 FT COIL,0.576 IN WALL,UNI OR BIMODAL,NO REGRIND ALLOWED,ASTM D2513, YELLOW		14097.6	1780	FEET	330000080
10	I	37600	1832060	CONTRACT	0	VALVE,BALL,6 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		2810.8	5	EACH	340000920



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	VALVE IDENTIFIC TUBE, HEIGHT 60 IN, ABS, YELLOW LID STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN, HANDLEY, CAP, END, 6 IN IPS, MDPE, BUTT FUSION, DR 11, 100 PSIG, ASTM D2513	129.24	4	EACH	070000115	
11	I			CONTRACT	0	FITTING, CONTR 2 IN, STEEL, WE, TD' NO. 26-0212-0000-00; PSIG WP AT 0.50 DF, COMP PLUG AND THRD CAP	11.8	1	EACH	340000090	
11	I			CONTRACT	0	FITTING, CONTR 4 IN, SPHERICAL 3- WAY, STEEL, WE, ' NO. 26-0934-0000, AN; 150, 285 PSIG WP AT 0.5 DF INCLUDES COMP PLUG AND BLIND FLANGE KIT	189	3	EACH	99-134000055	
11	I			CONTRACT	0	FITTING, CONTR 4 IN, SPHERICAL 3- WAY, STEEL, WE, ' NO. 26-0934-0000, AN; 150, 285 PSIG WP AT 0.5 DF INCLUDES COMP PLUG AND BLIND FLANGE KIT	4128.75	3	EACH	99-134000095	
11	I			CONTRACT	0	CAP, 4 IN, STEEL WPHY-52, WE, STI SP-75	912.48	6	EACH	99-121000150	
20	I			CONTRACT	0	PRIMER, TEMCO/ 3000, MICROCRY; WAX, ABOVE AND BELOW GROUND, BROWI	259.2	6	EACH	240000785	
20	I			CONTRACT	0	ANODE, 5 LB, CAST, H1 MAGNESIUM ALLOY, PACKED W/ 10 FT, 0.05 CU LEAD	142.88	4	EACH	240000020	



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	WIRE, SOLID, 10 GA, THWN, COPPER, YELLOW, 30 MILL, 1000 FT, HIGH, TRACER, BURIED GAS PIPELINE		496.8	1840	FEET	342000081
20	I			CONTRACT	0	COATING WRAP, 4 IN X 9 FT ROLL, MICROCRY WAX, ABOVE AND BELOW GROUND, BROWI NO 2		789	60	ROLL	240000782
20	I			CONTRACT	0	MARKER BALL, 1405 XR, 4 IN DIA, PASSIVE TUNED SELF LEVELING, ANTEI IN WATER RESISTANT, POL' SHELL, YELLOW, I DEPTH 5 FT		45.9	3	EACH	300000001
20	I	37690	1122000	CONTRACT	0	ANODE, 17 LB D3, CAST, MAGNE POT, PACKED W 10 FT, .05 LEAD		311.79	3	EACH	240000035
20	I			CONTRACT	0	VALVE, BOX CURB, FITS 0.500 IN TO 1.250 IN VALVES, ABS POLY, SLIP FIT, ADJ HEIGHT 18 IN TO 34 IN, UNIVERSAL STYLE, BLACK, SE LINE		97.23	3	EACH	070000015



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	RISER SERVICE, 1.25 IN X 1.25 IN IPS,ST X PE,THREADED X FUSION,PREBEN 0.075 IN WT,DR 10,MDPE,36 IN V X 21 IN H MIN,FBE,ANODEI D2513,W THRD CAP		40.81	1	EACH	110000090
30	I			CONTRACT	0	VALVE EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
30	I			CONTRACT	0	VALVE METER STOP,1.25 IN,GALV IRON,FNPT, 559APLUG STYLE,175 PSIG,NON INSULATED,WIRE OPERATED,RELL B16.33		31.77	1	EACH	080000091
30	I			CONTRACT	0	VALVE EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	WIRE,SOLID,10 GA,THWN,COPPE 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		63.84	266	FEET	342000080
30	I			CONTRACT	0	TEE,6 IN IPS X 1.25 IN IPS,TAPPING,MD FUSION,DR11,0.8 IN XL CUTTER, 100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		10.53	1	EACH	340000747
30	I			CONTRACT	0	TEE,6 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN XL CUTTER,100 PSIG,RETANGUL BASE,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		43.1	2	EACH	340000741
30	I	38000	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		81.18	198	FEET	330000020
30	I	38000	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		55.08	68	FEET	330000030



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN		13.74	1	EACH	340000835
						LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513					
30	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN		65.53	1	EACH	110000027
						H,ANODELESS,FI D2513,1 IN BALL VALVE,NO. 080000087 OR 080000088 OR 080000089					
40	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		4.5	3	EACH	340000323
40	I			CONTRACT	0	CAP,1 IN,STEEL GRADE B,WELD END,STANDARD		69.4	2	EACH	121000005



Cost Summary Report

CUE Number	28123
CUE Description	ONG BROKEN ARROW 055 NDP - 9th St (177th, S Lynn Lane) & E Washington (91st) Intersection (COBA #ST2027a)
CUE Status	TAPPR
Parent WO	2021-1001007938
Capital Project Number	
Project Function	
Version Number	055
Version Description	3
Version Estimate Type	Like kind and size
Version Estimate Status	COSTONLY
Estimator ID	ESTIMATED
Estimator Name	OKE12547
Cost Center	Helbig, Tim W.
Project Funding Number	2980
Funding Type	021.055.2989.FP010007
Target Start Date	NDP
Target Finish Date	Jun 15, 2021
	Jun 15, 2022

Table 1

Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
<i>Install Cost</i>	14902.54	356817.58	3278.56	88.37	118950.43	0.00	494037.48	0.00	494037.48
<i>Sub Total</i>	14902.54	356817.58	3278.56	88.37	118950.43	0.00	494037.48		494037.48



Cost Summary Report

Table 2

WP Task #	WP Description	Materials & Consumables			Labor Breakdown			Overheads			Total Costs
		Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	
20	CU Cathodic Protection/Coating Material	2,142.8	0.00	0.00	0.00	0.00	471.41	0.00	685.69	0.00	3299.90
30	CU Install Services	524.67	0.00	0.00	0.00	14581.42	115.43	0.00	4833.95	0.00	20055.47
10	CU Install PE Main	6,917.14	0.00	0.00	482.88	258927.53	1521.77	88.37	85224.81	0.00	353162.50
40	CU Retire Services	73.9	0.00	0.00	0.00	0.00	16.26	0.00	23.65	0.00	113.81
11	CU Retire CS, PE Main	5,244.03	0.00	0.00	0.00	82825.75	1153.69	0.00	28182.33	0.00	117405.80
<i>SubTotal</i>		14,902.54	0.00	0.00	482.88	356,334.70	3,278.56	88.37	118,950.43	0.00	494,037.48



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		25.08	4	EACH	340000215
10	I			CONTRACT	0	ELBOW,6 IN IPS,MDPE,BUTT FUSION,90 DEG,DR 11,80 PSIG,ASTM D2513		40.6	2	EACH	340000370
10	I			CONTRACT	0	REDUCER,4 IN IPS X 2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		4.95	1	EACH	340000455
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		16.5	6	EACH	340000345
10	I			CONTRACT	0	REDUCER,6 IN IPS X 4 IN IPS,MDPE,BUTT FUSION,DR 11,80 PSIG,ASTM D2513		16.5	1	EACH	340000470
10	I			CONTRACT	0	COUPLING,4 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		90.78	6	EACH	340000235
10	I			CONTRACT	0	ELBOW,4 IN IPS,MDPE,BUTT FUSION,90 DEG,DR11,100 PSIG,ASTM D2513		133.2	18	EACH	340000365
10	I			CONTRACT	0	TEE,4 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		17	2	EACH	340000705



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	VALVE,BOX,2 IN,ABS POLY,SCREW TYPE,ADJ HEIGHT 28 IN TO 39 IN,CAST IRON FLANGED,NON LOCKING VENTED LID		86.8	1	EACH	070000025
10	I			CONTRACT	0	TEE,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		2.7	1	EACH	340000670
10	I			CONTRACT	0	TRANSITION 4 IN X 4 IN IPS,ST X PE,WE X FUS, 0.391 IN WT,DR 11.5,MD,FBE,W/ TRACER		163.65	3	EACH	110000255
10	I			CONTRACT	0	MARKER SIGN, 3 IN W X 66 IN H,FIBERGLASS W REFLECTIVE DECAL,ONG LOGO,WARNING NATURAL GAS PIPELINE,INTER NO,DIG SYMBOL,FEDER/LAW VANDALISM WARNING,BLACK W YELLOW LETTERING,DEC, IS 18 IN LONG		50	4	EACH	300000010
10	I			CONTRACT	0	CAUTION TAPE, 3 IN X 1000 FT,IMPRINTED,G LINE BURIED,YELLOW WITH BLACK LETTERING		1.8	180	FEET	300000156



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1590020	CONTRACT	0	PIPE MDPE, COIL, 2.00 IN IPS, DR 11,500 FT COIL, 0.216 IN WALL, NO REGRIND ALLOWED, ASTM D2513, YELLOW		734.4	720	FEET	330000040
10	I	37600	1590020	CONTRACT	0	PIPE, MDPE, 2.00 IN IPS, DR 11,20 FT STICKS, 0.216 IN WALL, BIMODAL,† REGRIND ALLOWED, ASTM D2513, YELLOW, F QTY 1760 FT		40.8	40	FEET	330000045
10	I	37600	1590040	CONTRACT	0	PIPE MDPE, STICK, 4.00 IN IPS, DR 11.5, 40 FT STICKS 0.395 IN WALL, UNI OR BIMODAL, NO REGRIND ALLOWED, ASTM D2513, YELLOW		422.4	120	FEET	330000060
10	I	37600	1590040	CONTRACT	0	PIPE MDPE, COIL, 4.00 IN IPS, DR 11.5, 500 FT COIL 0.395 IN WALL, NO REGRIND ALLOWED, ASTM D2513, YELLOW		3837.2	1060	FEET	330000065
10	I	37600	1832020	CONTRACT	0	VALVE, BALL, 2 IN IPS, MDPE, BUTT FUSION, 100 PSIG, DR 11, MD FULL PORT, FULL PORT, ASTM D2513		153.56	2	EACH	340000895



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1832040	CONTRACT	0	VALVE,BALL,4 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,ASTM D2513		949.98	3	EACH	340000905
10	I			CONTRACT	0	VALVE,IDENTIFIC TUBE,HEIGHT 60 IN,ABS,YELLOW LID,STAMPED GAS VALVE BALL PLASTIC, 1/4 TURN,HANDLEY, CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		129.24	4	EACH	070000115
11	I			CONTRACT	0	CAP,END,6 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		2	1	EACH	340000065
11	I			CONTRACT	0	CAP,END,6 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		11.8	1	EACH	340000090
11	I			CONTRACT	0	FITTING,CONTRC 2 IN,STEEL,WE,TD' NO. 26-0212-0000-00; PSIG WP AT 0.50 DF,COMP PLUG AND THRD CAP		189	3	EACH	99-134000055
11	I			CONTRACT	0	FITTING,CONTRC 4 IN,SPHERICAL 3-WAY,STEEL,WE,TD' NO. 26-0934-0000,ANSI 150,285 PSIG WP AT 0.5 DF,INCLUDES COMP PLUG AND BLIND FLANGE KIT		4128.75	3	EACH	99-134000095



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
11	I			CONTRACT	0	CAP,4 IN,STEEL WPHY-52,WE,STI SP-75		912.48	6	EACH	99-121000150
20	I			CONTRACT	0	PRIMER,TEMCO/3000,MICROCRY;WAX,ABOVE AND BELOW GROUND,BROWI		259.2	6	EACH	240000785
20	I			CONTRACT	0	ANODE,5 LB,CAST,H1 MAGNESIUM ALLOY,PACKED W 10 FT, .05 CU LEAD		142.88	4	EACH	240000020
20	I			CONTRACT	0	WIRE, SOLID, 10 GA, THWN, COPPER, YELLOW, 30 MILL, 1000 FT. HIGH, TRACER, BURIED GAS PIPELINE		496.8	1840	FEET	342000081
20	I			CONTRACT	0	COATING WRAP,4 IN X 9 FT		789	60	ROLL	240000782
20	I			CONTRACT	0	ROLL,MICROCRY WAX,ABOVE AND BELOW GROUND,BROWI NO 2		45.9	3	EACH	300000001
20	I	37690	1122000	CONTRACT	0	MARKER BALL, 1405 XR,4 IN DIA,PASSIVE TUNED,SELF LEVELING,ANTEI IN WATER RESISTANT,POL` SHELL, YELLOW,I DEPTH 5 FT		311.79	3	EACH	240000035



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
20	I			CONTRACT	0	VALVE,BOX CURB,FITS 0.500 IN TO 1.250 IN VALVES,ABS POLY,SLIP FIT,ADJ HEIGHT 18 IN TO 34 IN,UNIVERSAL STYLE,BLACK,SE LINE		97.23	3	EACH	070000015
30	I			CONTRACT	0	RISER SERVICE, 1.25 IN X 1.25 IN IPS,ST X PE,THREADED X FUSION,PREBEN 0.075 IN WT,DR 10,MDPE,36 IN V X 21 IN H MIN,FBE,ANODEI D2513,W,THRD CAP		40.81	1	EACH	110000090
30	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100,PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		15.16	1	EACH	340000545
30	I			CONTRACT	0	TEE,4 IN X 0.75 IN IPS,TAPPING,MD FUSION,DR 11,0.80 IN CUTTER,100 PSIG,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		14.95	1	EACH	340000781



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	VALVE,EXCESS FLOW,1.25 IN IPS,MDPE,FUSIO 2600,DR 10,12 IN LONG,APPROX MIN TRIP RATE 2600 - 3432 SCFH MIN TRIP FLOW @ 10 PSIG SCFH,ASTM D2513		44.75	1	EACH	340001200
30	I			CONTRACT	0	VALVE,METER STOP,1.25 IN,GALV IRON, FNPT, 559APLUG STYLE,175 PSIG,NON INSULATED,WRE OPERATED,RELL B16.33		31.77	1	EACH	080000091
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		11.13	1	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,THWN,COPPr 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		63.84	266	FEET	342000080



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I			CONTRACT	0	TEE,4 IN X 1.25 IN IPS,TAPPING,MD FUSION,0.090 IN WALL,0.80 IN XL CUTTER,100 PSIG,RECTANGUL BASE,ASTM D2513,W/ 12 IN SLEEVE AND PREP KIT		21.2	1	EACH	340000760



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
30	I	38000	1590007	CONTRACT	0	PIPE MDPE,COIL,0.75 IN IPS,DR 11,500 FT COIL, 0.095 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		81.18	198	FEET	330000020
30	I	38000	1590012	CONTRACT	0	PIPE MDPE,COIL,1.25 IN IPS,DR 10,500 FT COIL, 0.166 IN WALL,BIMODAL,† REGRIND ALLOWED,ASTM D2513,YELLOW		55.08	68	FEET	330000030
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 1800,DR 11,12 IN LONG,APPROX MIN TRIP RATE 2000 - 2800 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D513		13.74	1	EACH	340000835
30	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,SCH 40 X DR 11,30 IN V X 15 IN H,ANODELESS,FI D2513,1 IN BALL VALVE NO. 080000087 OR 080000088 OR 080000089		131.06	2	EACH	110000027
40	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		4.5	3	EACH	340000323



Cost Summary Report

Table 3 - Materials Detail

Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
40	I			CONTRACT	0	CAP,1 IN,STEEL GRADE B,WELD END,STANDARD		69.4	2	EACH	121000005

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

J. H. Ward and Oma L. Ward

APR 20 2 12 PM '65
CLYDE WINTERRINGER
COUNTY CLERK

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

State of Oklahoma, and more particularly identified and described as follows, to-wit:

across the East 50 feet of the South
240 feet of the S/2 Sec 14, S/4 Sec 14
T.8N - R.4E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22 day of March, 1965.

J. H. Ward
Oma L. Ward

STATE OF Oklahoma }
COUNTY OF Tulsa } SS.

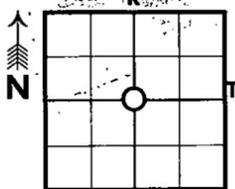
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of March, 1965, personally appeared J. H. Ward and Oma L. Ward Husband & Wife do, me known to, be the identical person s who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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



Kenneth B. Nelson
Notary Public

RECORDING DATA



Negotiated by JHW Rods 15

Line Broken Arrow I. O. 515-19-03 R/W# 87
distribution

Entered JW Indexed JW

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ss.

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

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

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

My Commission Expires _____

INDIRECT
DIRECT
Notary Public.

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

150
255472

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

W. L. Hiseley and Annyle Dayle Hiseley
Husband & wife

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

State of Oklahoma, and more particularly identified and described as follows, to-wit:

across the East 50 feet of the North
420 feet of Sec 14 1/4 Sec 14
T. 18 N - R. 14 E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22 day of March, 1965

W. L. Hiseley
Annyle Dayle Hiseley

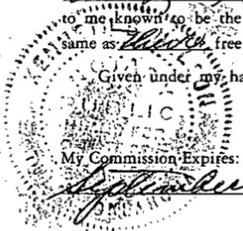
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

APR 20 2 12 PM '65

STATE OF Oklahoma
COUNTY OF Tulsa
CLYDE WINTERRINGER
SS. COUNTY CLERK

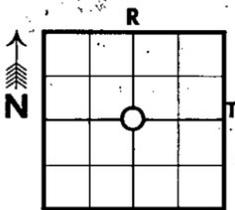
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of March, 1965, personally appeared W. L. Hiseley and Annyle Dayle Hiseley, H & W, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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



Fenneth B. Nelson
Notary Public

RECORDING DATA



Negotiated by [Signature] Rods 25

Line (Burkewarou) J. O. 575-19-02 R/W# 83

Entered [Signature] Indexed [Signature]

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal. _____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal. _____
Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

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

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

Witness my hand and official seal. _____
Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

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

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

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

Commission Expires _____
Notary Public.

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

152
DIRECT
255473
INDIRECT

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between

Phyllis Green, a widow

APR 20 2 12 PM '65
CLYDE WINTERRINGER
COUNTY CLERK

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

State of Oklahoma, and more particularly identified and described as follows, to-wit:

across the East 50 feet of the South
177.24 feet of the North. 550.62 feet of the
NE 1/4 Sec 14 Section 33 T18N-R14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee, without the written consent of Grantee.
 2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
 3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
 4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.
- This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 23rd day of March, 1965

Phyllis Green

STATE OF Oklahoma SS.
COUNTY OF Tulsa

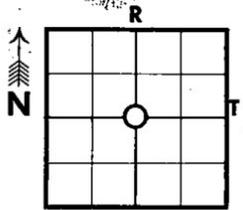
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 23rd day of March, 1965, personally appeared Phyllis Green, a widow to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: September 13, 1968

Kenneth B. Nelson
Notary Public

RECORDING DATA



Negotiated by JAW Rods 11

Line Proban (www) J.O. 515-A-03 R/W# 84

Entered 127 Indexed 127

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ss.

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

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

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

Notary Public.

My Commission Expires _____

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

DIRECT
INDIRECT

255474 27

255475

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

FORM 429 11-59

RIGHT OF WAY AGREEMENT

APR 20 2 12 PM '65

CLYDE WATKINS
COUNTY CLERK

THIS AGREEMENT, made and entered into by and between

Millard D. and Wanda L. Taylor
Husband & Wife

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

State of Oklahoma, and more particularly identified and described as follows, to-wit:

across the East 50 feet of the N 1/2 Sec 14 T.8N R.14E

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

1. That said Grantor is to quit (use and enjoy) said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe if not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 22 day of March, 1965

Millard D. Taylor
Wanda L. Taylor

STATE OF Oklahoma
COUNTY OF Tulsa SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 22 day of March, 1965, personally appeared Millard D. and Wanda L. Taylor Husband & Wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

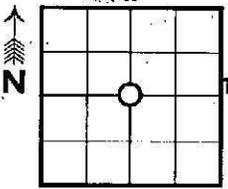
Summit B. Nelson
Notary Public

RECORDING DATA



Negotiated by HPM Rods 10

Line Broken Arrow I. O. 515-19-03 R/W# 85



Entered 18 Indexed 18

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ss.

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

_____, 19____, personally appeared _____

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

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

Notary Public.

My Commission Expires _____

Return to:
OKLAHOMA NATURAL GAS COMPANY
Land & Geological Department
Box 371,
Tulsa, Oklahoma

DIRECT
INDIRECT

150
255475

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA, }
COUNTY OF _____ } ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss.

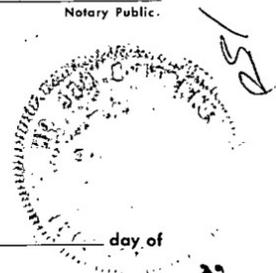
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of

_____ 19____, personally appeared _____

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

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

My Commission Expires _____



INDIRECT
DIRECT
Public.

152
255476
E M

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

255483

FORM 428 11-59

RIGHT OF WAY AGREEMENT

STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

THIS AGREEMENT made and entered into by and between

APR 20 2 13 PM '65

H. J. Barriger and Sadie Barriger
Husband & Wife

CLYDE WINTERRINGER
COUNTY CLERK

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.

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

State of Oklahoma, and more particularly identified and described as follows, to-wit:

across the East 50 feet of North 373.38 feet
and the North 50 feet of East 350 feet of
NE 1/4 NE 1/4 Section 23 T18N R14E

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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 26th day of March, 1965



H. J. Barriger
Sadie Barriger

STATE OF Oklahoma
COUNTY OF Tulsa SS.

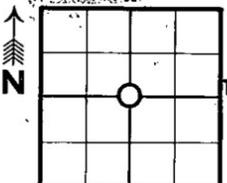
Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 26th day of March, 1965, personally appeared H. J. Barriger and Sadie his wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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



Kenneth B. Nelson
Notary Public

RECORDING DATA



Negotiated by [Signature] Rods 43

Entered dy Indexed ll

Line [Signature] J.O. 515-19-03 R/W# 93

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day

of _____, 19____, personally appeared _____

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss. _____

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

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

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

My Commission Expires _____

Notary Public.

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



INDIRECT
DIRECT
Notary Public.

255483
E 7

Pl. 2 B.A. 74012 307057

Sue Jordan
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED

FORM 428 11-59

RIGHT OF WAY AGREEMENT

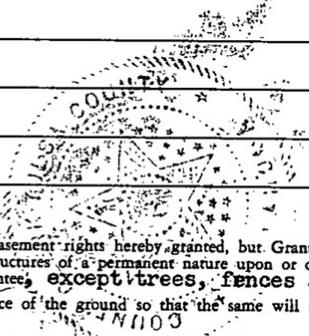
FEB 10 8 54 AM '66

THIS AGREEMENT, made and entered into by and between
Ruskin Armstrong and Nellie Armstrong
CLYDE WINTERRINGER
COUNTY CLERK

husband and wife
hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a corporation, hereinafter called the Grantee.
WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Tulsa

State of Oklahoma, and more particularly identified and described as follows, to-wit:

The north 50 feet of the N/2 NW/4 NW/4 less the east 439.6 feet thereof in Section 24,
Township 18 North, Range 14 East.



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

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee, except trees, fences and driveways.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

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

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 13th day of JANUARY, 1966

Ruskin Armstrong
Nellie Armstrong

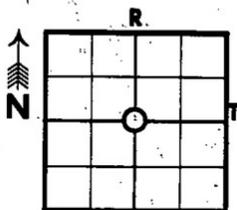
STATE OF Oklahoma }
COUNTY OF Tulsa } SS.

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 13th day of January, 1966, personally appeared Ruskin Armstrong and Nellie Armstrong, husband and wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: June 6, 1967

RECORDING DATA



Negotiated by J. R. Lillard Rods 53

Line Broken Arrow J.O. 515-12-51 R/W#
Distribution

Entered Indexed

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss. _____

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

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

Witness my hand and official seal.

Notary Public.

My Commission expires _____

DIRECT
INDIRECT

307057

STATE OF
COUNTY OF _____

ss. _____

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

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

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

My Commission Expires _____

Notary Public.

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

CORPORATION ACKNOWLEDGMENT

158

Signature Certificate



Envelope Ref:e516f248137654c75d232bd165debbe4768a516f

Author: Yost, Cody M. Cody M. Creation Date: 08 Apr 2025, 13:05:55, PDT Completion Date: 09 Apr 2025, 08:41:04, PDT

Document Details:



Name: Pink Sheet ST2027a, Rev 2 - PKG

Type:

Document Ref: f4c2e988fb2ed9767677fd43add37f2cdeb80ff3db5a403e3a597fb2344fdebc

Document Total Pages: 47

Document Signed By:

Name: Yost, Cody M. Cody M.
Email: cody.yost@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 08 Apr 2025, 13:10:54, PDT
Consent: eSignature Consent Accepted
Security Level: Email

Cody Yost

Signer ID: 9FPJOYWSZ4...

Name: Means, Tonya L.
Email: tonya.means@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 09 Apr 2025, 08:13:05, PDT
Consent: eSignature Consent Accepted
Security Level: Email

Tonya Means

Signer ID: CKDOKPLRPL...

Name: David Williams
Email: david.williams@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 09 Apr 2025, 08:14:54, PDT
Consent: eSignature Consent Accepted
Security Level: Email

David Williams

Signer ID: 0GDQEC3D5M...

Name: Brian Shore

Brian Shore

Signer ID: SMGCEWBDEM...

Email: brian.shore@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 09 Apr 2025, 08:41:04, PDT
Consent: eSignature Consent Accepted
Security Level: Email
Name: Booker, Meghan A. Meghan A.
Email: meghan.booker@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 09 Apr 2025, 06:58:16, PDT
Consent: eSignature Consent Accepted
Security Level: Email
Name: Morgan Pilkington
Email: Morgan.Pilkington@onegas.com
IP: 165.85.239.85
Location: HOUSTON, TX (US)
Date: 09 Apr 2025, 05:53:28, PDT
Consent: eSignature Consent Accepted
Security Level: Email


Signer ID: USOQRW1GH7...


Signer ID: 0W2UN1GQ11...

Document History:

Envelope Created	Yost, Cody M. Cody M. created this envelope on 08 Apr 2025, 13:05:55, PDT
Invitation Sent	Invitation sent to Yost, Cody M. Cody M. on 08 Apr 2025, 13:10:47, PDT
Invitation Accepted	Invitation accepted by Yost, Cody M. Cody M. on 08 Apr 2025, 13:10:48, PDT
Signed by Yost, Cody M. Cody M.	Yost, Cody M. Cody M. signed this Envelope on 08 Apr 2025, 13:10:54, PDT
Invitation Sent	Invitation sent to Morgan Pilkington on 08 Apr 2025, 13:10:55, PDT
Invitation Accepted	Invitation accepted by Morgan Pilkington on 09 Apr 2025, 05:52:11, PDT
Signed by Morgan Pilkington	Morgan Pilkington signed this Envelope on 09 Apr 2025, 05:53:28, PDT
Invitation Sent	Invitation sent to Booker, Meghan A. Meghan A. on 09 Apr 2025, 05:53:28, PDT
Invitation Accepted	Invitation accepted by Booker, Meghan A. Meghan A. on 09 Apr 2025, 06:27:23, PDT
Signed by Booker, Meghan A. Meghan A.	Booker, Meghan A. Meghan A. signed this Envelope on 09 Apr 2025, 06:58:16, PDT
Invitation Sent	Invitation sent to Means, Tonya L. on 09 Apr 2025, 06:58:16, PDT
Invitation Accepted	Invitation accepted by Means, Tonya L. on 09 Apr 2025, 08:12:08, PDT
Signed by Means, Tonya L.	Means, Tonya L. signed this Envelope on 09 Apr 2025, 08:13:05, PDT
Invitation Sent	Invitation sent to David Williams on 09 Apr 2025, 08:13:05, PDT

Invitation Accepted	Invitation accepted by David Williams on 09 Apr 2025, 08:13:58, PDT
Signed by David Williams	David Williams signed this Envelope on 09 Apr 2025, 08:14:54, PDT
Invitation Sent	Invitation sent to Brian Shore on 09 Apr 2025, 08:14:54, PDT
Invitation Accepted	Invitation accepted by Brian Shore on 09 Apr 2025, 08:40:30, PDT
Signed by Brian Shore	Brian Shore signed this Envelope on 09 Apr 2025, 08:41:04, PDT
Executed	Document(s) successfully executed on 09 Apr 2025, 08:41:04, PDT
Signed Document(s)	Link emailed to cody.yost@onegas.com
Signed Document(s)	Link emailed to Morgan.Pilkington@onegas.com
Signed Document(s)	Link emailed to megan.booker@onegas.com
Signed Document(s)	Link emailed to tonya.means@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com



City of Broken Arrow

Request for Action

File #: 25-537, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to renew the expired contract with Southern Uniform to outfit new police officers with uniforms and equipment

Background:

The expired contract with Southern Uniform was established on January 17, 2024, and was effective until January 17, 2025. The contract stipulates it shall be renewable on an annual basis by agreement of both parties. The contract secures fixed pricing on uniforms and equipment during its term. There is also an employee portal that allows officers to purchase new uniforms with ease.

Cost: Estimate yearly cost of \$100,000

Funding Source: Public Safety Sales Tax Police (Fund 344)

Requested By: Chief Lance Arnold

Approved By: City Manager's Office

Attachments: Southern Uniform Contract

Recommendation:

Approve and Authorize renewal of the expired contract with Southern Uniform to outfit new police officers with uniforms and equipment

SOUTHERN UNIFORM & EQUIPMENT

2030 West Fairview Avenue
P.O. Box 433
Carthage, Missouri 64836
Toll Free 1-800-493-2684 Business 417-358-7811
Fax 417-358-7433

This agreement is entered into on April 15, 2025 between First Responder Outfitters D.B.A. Southern Uniform & Equipment, and City of Broken Arrow (Customer).

Term and Termination. The term of this Agreement shall be 12 months from the Effective Date and shall be renewable on an annual basis by agreement of the parties. If either party terminates this agreement Customer agrees to purchase the inventory Southern Uniform & Equipment has in stock that is new, which was purchased to service Customer's account.

Services. Southern Uniform & Equipment will sell customer uniforms and equipment, size customer's employees when needed, provide alterations and repairs as needed. In addition, Southern Uniform's website will track all of Customer's employees, order history, inventory, and items issued to each employee. All of this data is available to customer via their secure login. Southern Uniform & Equipment will also sell and maintain inventory of promotional items on a case by case basis if required.

Terms and Conditions. Contract may be renewable on an annual by written agreement of the parties.

Reports and Auditing. Customer may run any report available on the website as often as needed. If additional reporting is required, please contact Southern Uniform staff and on a case by case basis Southern Uniform & Equipment may add the additional reports. Customer can at any time audit Southern Uniform & Equipment inventory via the website. If customer would like to audit inventory in person Southern Uniform & Equipment requests reasonable notice to ensure one of Southern Uniform & Equipment staff is available to review inventory with the appropriate Customer Representative. Southern Uniform & Equipment agrees to maintain an inventory of the Merchandise in its warehouse located in Carthage, MO. Stocking levels will be based on historical data and forecasting from the Customer. Risk of loss for all or part of the inventory will be borne by Southern Uniform & Equipment until actually shipped to Customer.

Pricing. All pricing is Attached in Appendix B. If the customer wishes to purchase any items not included in Appendix B Southern Uniform will give the customer department pricing on said items and add them to the website under the customer's account. Pricing is fixed for items included in Appendix B until April 14th, 2026. Thereafter, Southern Uniform & Equipment may increase prices but increases shall not exceed 5% per year without specific notification from the manufacturer of an increase in excess of that amount.

Warranties. Southern Uniform & Equipment represents that it will assist in ensuring all manufacturers warranties are honored and fulfilled. Further, Southern Uniform & Equipment represents that any and all work done by its staff will be consistent with industry best practices and will be done in a professional manner. Southern Uniform & Equipment makes no guarantees regarding the protection offered or lifespan of garments, those come solely from the manufacturer.

Confidentiality. Both Parties agree and understand that many aspects of each entity's business will be known to the other party. Both parties agree to keep confidential all disclosures pertinent to each party's business. Specifically, but not limited to disclosures of a financial nature, strategic nature, related to personnel, and any other information that may be proprietary or which the disclosure of could harm the other party's business.

Governing Law. This agreement shall be governed by the laws of the state of Oklahoma, Tulsa County. Any and all proceeding related to this contract are subject to the jurisdiction of Tulsa County Oklahoma and must be filed within said jurisdiction.

BROKEN ARROW Police Dept
Customer

DBA: Southern Uniform
First Responder Outfitters D.B.A. Southern Uniform
Karen Chous Mc Clellan
Karen McClellan, Manager

By: Name and Title, printed

SOUTHERN UNIFORM & EQUIPMENT TERMS & CONDITIONS

Order Requirements

There are no minimum order requirements. Orders may be placed via telephone, fax or the Internet. Customer Purchase Orders are recommended, but not required.

Terms of Payment

Billing Statements are produced on the 1st of each month (or the next business day in the event of the 1st falling on the weekend) in order to provide the Customer with timely notice of payments coming due. The Customer is responsible to check the billing statement monthly to be certain that all Invoices have been received. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice, within 30 days of the invoice date.

Past Due Accounts

Delinquent payments are assessed a 1.5% Finance Charge each month on the first working day of the month. Payments received on past due accounts will be applied in the following order: 1) to any open Finance Charges, 2) to the oldest delinquent Invoices and 3) to Invoices identified for payment by the Customer on the payment document. On a case-by-case basis, Past Due Accounts are subject to being placed on hold until brought to a current status.

Pricing

See Above

Order Fullfillment

Southern Uniform & Equipment ships goods as they become available, which means that your order may come in several shipments.

Shipping/Freight

The most cost effective method of shipping is used to deliver orders. In most cases this is UPS. Alternative shipping can be requested, but any additional shipping costs are the responsibility of the Customer. All orders being shipped are assessed shipping costs based on the size and weight of the shipment. Shipping costs are added to the Customer's Invoice.

Drop Shipments

Drop Shipments can be made directly from the Vendor to the Customer in some cases. In some cases, the Vendor charges an extra fee for Drop Shipments; this fee is the responsibility of the Customer. The cost of shipping is added to the Customer's Invoice.

Shipping Claims/Insurance

Once merchandise leaves the store, the merchandise is the responsibility of the shipper. In the event item(s) arrive damaged Southern Uniform & Equipment will work with shipper to file a claim and in the meantime will ship replacement products to the Customer.

Returns

Any returns that are shipped to Southern & Equipment must be shipped prepaid. Returns for refund must be made within 30 days of the Invoice date. Refunds for merchandise not carried as part of Southern Uniform & Equipment basic stock are subject to a 25% restocking fee. Returns for exchange or alterations do not impact the due date of the Invoice. Returns for defects or repairs can be made at any time at no additional cost to Customer.

Please complete the information requested below and sign acknowledging that you agree to the terms and conditions stated above.

Department/Company Name

Shipping Address:

Attention: _____

Address: _____

Telephone: _____

Contact: _____

Billing Address (if different):

Attention: _____

Address: _____

Fax: _____

BROKEN ARROW Police Dept.

First Responder Outfitters-CAR
2030 W. Fairview Ave
Carthage, MO 64836
(417)358-7811
www.southernuniform.com

Quote

Account No.	Date	Ref No.
336-1	4/08/25	179639-1

Sold To

Broken Arrow Police Department (EM)
 1101 N. 6th St.
 Broken Arrow, OK 74012

Ship To

City Of Broken Arrow OK
 Purchasing Warehouse
 1700 West Detroit
 Broken Arrow, OK 74012

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00575386	511-48360ABR-724-XL R * DARK NAVY * 5-IN-1 JACKET 2.0 List Price \$270.00 Discount \$32.01 SEWING ON DEPT (4) PATCHES BOTH COATS NAMESTRIPS ON BOTH COATS - INCLUDED!!!!	1	0	237.99 m	237.99
00221980	BLU-26990-53-L REG * Black/f Yel * Raincoat W/COLLAR SNAPS List Price \$179.99 Discount \$14.99 3" BLACK REFLECTIVE POLICE ON BACK OF HI-VIS SIDE	1	0	165.00 m	165.00
00418254	BLU-3" BLK POL-BK-LINE * Black * 3" Black Police List Price \$21.99 Discount \$21.99 PRICE INCLUDED IN RAINCOAT	1	0	0.00 m	0.00
00209076	HTH-SGK100-BK-L * Black * Street Guard™ Glove W/kev List Price \$37.99 Discount \$4.74	1	0	33.25 m	33.25
00696513	FT-142074-019-L/XL * Black * FLEECE SERVICE BEANIE List Price \$14.99 Discount \$1.74	1	0	13.25 m	13.25
00340236	SAF-99-3-2-L * Plain * Inner Belt Buckleless Lg List Price \$51.99 Discount \$6.99	1	0	45.00 m	45.00
00340047	SAF-94-36-9-EA * Hi Gloss * Duty Belt Buckleless List Price \$99.99 Discount \$11.44	1	0	88.55 m	88.55

Freight	0.00
Sub Total	4,791.08
Tax 5.60%	0.00
Total	4,791.08
Received	0.00
Balance	4,791.08

You Saved 1,056.93

Quotes are good for 30 days

** Renewal GOOD FOR 1 YEAR*

First Responder Outfitters-CAR
2030 W. Fairview Ave
Carthage, MO 64836
(417)358-7811
www.southernuniform.com

Quote

Account No.	Date	Ref No.
336-1	4/08/25	179639-1

Sold To

Broken Arrow Police Department (EM)
 1101 N. 6th St.
 Broken Arrow, OK 74012

Ship To

City Of Broken Arrow OK
 Purchasing Warehouse
 1700 West Detroit
 Broken Arrow, OK 74012

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00323812	SAF-090-9-EA * Hi Gloss * Open Top Chain Cuff Pouch List Price \$51.99 Discount \$6.00	1	0	45.99 m	45.99
00338925	SAF-79-83-9-EA * Hi Gloss * Slimline Ot Dbl Mag Pouch List Price \$47.99 Discount \$6.00	1	0	41.99 m	41.99
00337781	SAF-763-9-EA * Hi Gloss * Radio Carrier List Price \$51.99 Discount \$6.74	1	0	45.25 m	45.25
00554981	SAF-7360-8325-491-EA * STX HI Gloss/Right * 7ts Als/sls L3hlstr W/lit List Price \$230.99 Discount \$31.44	1	0	199.55 m	199.55
00341784	BIA-22321-HG-2 * Hi-Gloss * 7926 Cmpct Lit Hldr-Stngr List Price \$30.99 Discount \$6.00	1	0	24.99 m	24.99
00326343	SAF-38-4-9-EA * Hi Gloss * Mace Holder Top Flap List Price \$51.99 Discount \$7.94	1	0	44.05 m	44.05
00329391	SAF-62-4-9HS-EA * HG/Hidden Snap * 4pk Hiddnsnap Belt Keeper List Price \$41.99 Discount \$6.10	1	0	35.89 m	35.89
00409587	SW-NP100-GP-EA * Gold Polished * 1/2" X 2-3/8" Nameplate List Price \$17.00 Discount \$4.25	1	0	12.75 m	12.75

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
	Tax 5.60%	0.00
	Total	4,791.08
	Received	0.00
	Balance	4,791.08

Quotes are good for 30 days

First Responder Outfitters-CAR
2030 W. Fairview Ave
Carthage, MO 64836
(417)358-7811
www.southernuniform.com

Quote

Account No.	Date	Ref No.
336-1	4/08/25	179639-1

Sold To

Broken Arrow Police Department (EM)
 1101 N. 6th St.
 Broken Arrow, OK 74012

Ship To

City Of Broken Arrow OK
 Purchasing Warehouse
 1700 West Detroit
 Broken Arrow, OK 74012

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00304340	FEC-07W84Z-86-16.5 35 * Dk Navy * Mens L/s Poly/wool W/zip List Price \$107.99 Discount \$15.49 DEPT EA OVERSIZE CHARGE: NECK SIZE 19 AND UP - +30%	1	0	92.50 m	92.50
00311731	FEC-57R84Z-86-16.5 * Dk Navy * Mens S/s 75p/25w W/zip List Price \$97.99 Discount \$13.80 DEPT EA OVERSIZE CHARGE: NECK SIZE 19 AND UP - +30%	1	0	84.19 m	84.19
00302732	FEC-47280-86-32 R * Dk Navy * Poly/w/ Freedom Flex Pant List Price \$111.99 Discount \$16.34 OVERSIZE CHARGES:WAIST SIZE - 44-50 + 10%	1	0	95.65 m	95.65
00240635	SAM-45015-61-EA * Navy * 18" Clip-On Tie Poly/wool	1	0	8.99	8.99
00576776	RCO-5055-BK-10 * Black * HI GLOSS OXFORD	1	0	51.99	51.99
00218995	BLU-8372-4-M REG * Dark Navy * Short Sleeve Polyester Ar List Price \$60.99 Discount \$12.74 DEPT EA - INCLUDED OVERSIZE 3XL + 10%	1	0	48.25 m	48.25

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
	Tax 5.60%	0.00
	Total	4,791.08
	Received	0.00
	Balance	4,791.08

Quotes are good for 30 days

First Responder Outfitters-CAR
2030 W. Fairview Ave
Carthage, MO 64836
(417)358-7811
www.southernuniform.com

Quote

Account No.	Date	Ref No.
336-1	4/08/25	179639-1

Sold To

Broken Arrow Police Department (EM)
 1101 N. 6th St.
 Broken Arrow, OK 74012

Ship To

City Of Broken Arrow OK
 Purchasing Warehouse
 1700 West Detroit
 Broken Arrow, OK 74012

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00219191	BLU-8371-4-L 35 * Dark Navy * Long Sleeve Polyester Arm List Price \$67.99 Discount \$14.33 DEPT EA - INCLUDED OVERSIZE 3XL + 10%	1	0	53.66 m	53.66
00796917	511-74434ABR-724-36 30 * DARK NAVY * APEX PANT List Price \$90.00 Discount \$21.71	1	0	68.29 m	68.29
00188726	511-71049-724-L * DARK NAVY * Performance Polo S/S List Price \$48.00 Discount \$2.01 DE - NAME ON RIGHT CHEST	1	0	45.99 m	45.99
00362825	SUE-DE-WHITE-EA * White * DIRECT EMBROIDERY DE - NAME ON RIGHT CHEST PRICE INCLUDED IN POLO	1	0	11.00 T-	11.00
00188785	511-71049T-724-L * DARK NAVY * PERFORMANCE S/S POLO TALL List Price \$55.00 Discount \$2.01 DE - NAME ON RIGHT CHEST	1	0	52.99 m	52.99
00796533	511-74434ABR-055-36 30 * KHAKI * APEX PANT List Price \$90.00 Discount \$21.71	1	0	68.29 m	68.29
00147295	SM-NE1020-DNDNV-M/L * DpNavy * CAP List Price \$13.99 Discount \$1.99 PLAIN HAT - NO LOGO	1	0	12.00 m	12.00

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
	Tax 5.60%	0.00
	Total	4,791.08
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Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00147295	SM-NE1020-DNDNV-M/L * DpNavy * CAP HAT WITH LOGO	1	0	25.00	25.00
00787136	511-12392ABR-019-10 R * BLACK * ATAC 2.0 8 STORM List Price \$155.00 Discount \$30.00	1	0	125.00 m	125.00
00187389	511-59505-019-M * BLACK * Sierra Bravo Duty Belt 2" List Price \$60.00 Discount \$9.11	1	0	50.89 m	50.89
00554977	SAF-7360-8325-411-EA * STX Plain/Right * 7ts Als/sls L3hlstr W/lit List Price \$207.99 Discount \$34.00	1	0	173.99 m	173.99
00342110	BIA-22964-BK-EA * Black * 7334 Open Handcuff Case List Price \$30.99 Discount \$4.10	1	0	26.89 m	26.89
00341037	BIA-18205-BK-S * Black * 7307 Mace/oc Pouch-Mk3 Hs List Price \$30.99 Discount \$4.10	1	0	26.89 m	26.89
00342094	BIA-22838-BK-02 * Black * 7326 Cmp Lit-Stingr Opntp List Price \$24.99 Discount \$3.40	1	0	21.59 m	21.59
00338909	SAF-79-83-13-EA * STX Tactical * Slimline Ot Dbl Mag Pouch List Price \$34.99 Discount \$5.60	1	0	29.39 m	29.39
00337744	SAF-763-2-EA * Plain * Radio Carrier List Price \$43.99 Discount \$6.00	1	0	37.99 m	37.99

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
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Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00554859	AB-5180-NV-M * Navy * Hanes 6.1 Oz Beefy T SCREEN PRINT FRONT & BACK INCLUDED IN SHIRT PRICE	1	0	15.99	15.99
00687066	AB-81622-NV-M * Navy * Mesh Shorts List Price \$17.99 Discount \$1.99	1	0	16.00 m	16.00
00554767	AB-P800-NV-M * Navy * 9oz Opn Bottm Fleece Pant List Price \$23.99 Discount \$4.49	1	0	19.50 m	19.50
00554784	AB-S800-NV-M * Navy * 9oz Full Zip Hood List Price \$34.99 Discount \$4.99	1	0	30.00 m	30.00
00553923	SW-S89CR-GR-EA * Gol Ray * Badge W/full Color Seal List Price \$216.50 Discount \$57.50	1	0	159.00 m	159.00
00555013	KRL-SLC-80720-BK-1105 * Black * Recessed Badge Holder List Price \$30.99 Discount \$5.04	1	0	25.95 m	25.95
00403507	KRL-ZAK-54-BK-EA * Black * Tacticl Keyring Clip	1	0	6.99	6.99
00299005	KRL-ZAK-55-BK-EA * Black * Tacticl Duty Keyring Clip	1	0	7.99	7.99
00299040	KRL-ZAK-9P-BK-EA * Black * Flat Grip Cuff Key	1	0	6.99	6.99
00298881	KRL-350103-N-EA * Nickel * S&W Chain Handuffs List Price \$35.99 Discount \$6.00	1	0	29.99 m	29.99
00240625	SAU-00558-BK-EA * Black * Sm 9x12 3/4" Cap Lo-Prof	1	0	10.99	10.99
00187111	511-59012-019-ONE * BLACK * PATROL READY BAG List Price \$75.00 Discount \$10.50	1	0	64.50 m	64.50

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
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	Total	4,791.08
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Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00427436	511-56301ABR-019-ONE * BLACK * UCR THIGH RIG List Price \$54.00 Discount \$10.45	1	0	43.55 m	43.55
00446742	SLT-75866-BK-EA * Black * Stinger Ds Led- 120v Ac/1 List Price \$164.99 Discount \$22.40	1	0	142.59 m	142.59
00418625	NWU-SN1000-CLR-EA * Clear * Traffic Template List Price \$29.99 Discount \$3.00	1	0	26.99 m	26.99
00240718	KOM-MK3112-HV-EA * Hi-Viz * 10" Singl Wheel Meter-Man List Price \$58.99 Discount \$2.00	1	0	56.99 m	56.99
00221807	BLU-343P-55-SM-M REG * F Yellow * ZIP-FRONT BREAKAWAY SAFET List Price \$78.99 Discount \$16.00	1	0	62.99 m	62.99
00100117	HP-4010-GLD-NO SIZE * Gold * Whistle	1	0	7.99	7.99
00299012	KRL-ZAK-57P-BK-EA * Black * Pocket Window Punch List Price \$13.99 Discount \$1.00	1	0	12.99 m	12.99
00298708	KRL-MON-2002-BK-EA * Black * MP BATON 1.25" DIAM. List Price \$76.99 Discount \$11.00	1	0	65.99 m	65.99
00558758	PBA-PCHMPOACJ-BEL-EA * LAPD NAVY * Dbt Stacked Glock Mag Cas List Price \$48.00 Discount \$17.01	1	0	30.99 m	30.99

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
	Tax 5.60%	0.00
	Total	4,791.08
	Received	0.00
	Balance	4,791.08

Quotes are good for 30 days

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 Broken Arrow, OK 74012

Clerk	Time	Station	PO Number	Ship Via	Est Delivery	Order Ref No.
Karen	4:51PM	117				

Item	Description	Qty	Ship	Price	Extended
00563099	PBA-PCHUP0AC0J-BEL-EA * LAPD NAVY * Small Utility Pouch List Price \$89.00 Discount \$31.75	1	0	57.25 m	57.25
00717672	PBA-HL6ABDBVOM-BEE-MTM * MIDNIGHT NAVY * 2024-00000013699 EXTERNAL CARRIER INCLUDED IN THIS PRICE + 5X8 STEEL PLATE	1	0	1,595.00	1,595.00
00626756	PBA-GDF_00BV0J-BEL-MTM * LAPD NAVY * 2024-00000012460 List Price \$445.00 Discount \$445.00 INCLUDED IN PRICE ABOVE (WITH BODY ARMOR & 5X8 STEEL PLATE)	1	0	0.00 m	0.00
00579483	SUE-1X5NAME ID-BEL-EA * PBA/LAPD NAVY * BAPD NAME ID List Price \$20.00 Discount \$20.00 INCLUDED IN 3X11 PRICE	1	0	0.00 m	0.00
00579482	SUE-3X11POL ID-BEL-EA * PBA/LAPD NAVY * POLICE ID/BAPD CUSTOM EMBROIDERY - ID PANELS 1X5 NAME 3X11 - POLICE	1	0	48.95	48.95
Total Qty		63	0		

You Saved 1,056.93	Freight	0.00
	Sub Total	4,791.08
	Tax 5.60%	0.00
	Total	4,791.08
	Received	0.00
	Balance	4,791.08

Quotes are good for 30 days



City of Broken Arrow

Request for Action

File #: 25-562, Version: 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

Approval of and authorization to execute Amendment No. 2 to the Agreement for Professional Consulting Services with Tulsa Engineering & Planning Associates, Inc., for providing engineering design services for erosion control measures on Covington Creek & Tributaries Bank Stabilization (Project No. SW2006)

Background:

The engineering and design services for erosion control measures on Covington Creek & Tributaries Bank Stabilization is being performed by Tulsa Engineering & Planning Associates, Inc. (Consultant). The project has been on hold waiting on the US Army Corps of Engineers 404 Permit Approval. The permit has been received, and additional staking has been requested to provide a visual for the property owners to see the limits of the construction on their property. The Engineering and Construction Department recommends amending the original contract with Tulsa Engineering & Planning Associates, Inc. in the amount of \$2,800.00 to provide survey staking and coordinate with effected property owners.

Cost: \$2,800.00

Funding Source: Stormwater Professional Services

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Amendment No.2 to the Agreement for Professional Consulting Services

Recommendation:

Approve and authorize execution of Amendment No.2 to the Agreement for Professional Consulting Services with Tulsa Engineering & Planning Associates, Inc., for design services for erosion control measures on Covington Creek & Tributaries Bank Stabilization (Project No. SW2006)

**AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
TULSA ENGINEERING & PLANNING ASSOCIATES, INC.**

**PROJECT NAME: COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
PROJECT NO. SW2006**

THIS **AMENDMENT NO. 2**, made and entered into this 14TH day of APRIL 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering & Planning Associates, Inc., hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated October 4, 2019 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to provide engineering services for the Covington Creek & Tributaries Bank Stabilization Project.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include survey services staking the top and toe of slope north bank only.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

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

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

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

1. PROJECT SCOPE.

This Amendment requires ENGINEER to provide survey services to stake the top and toe of slope north bank only.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed October 4, 2019	\$15,000.00
Amendment No. 1	\$4,697.00
<u>Amendment No. 2</u>	<u>\$2,800.00</u>
Revised Total Contract Amount	\$22,497.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature of both parties.

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

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

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Tulsa Engineering & Planning Associates, Inc.

By: Russell K. Fischer
Russell K. Fischer, P.E.,
President

Date: April 14, 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Attest: Kirk Richardson
Kirk Richardson, Corporate Secretary

Date: _____

Date: 04-14-2025

Approved as to form:

Assistant City Attorney



VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 14th day of April, 2025, personally appeared Russell K. Fischer, known to be to be the President of Tulsa Engineering & Planning 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:

MAY 31, 2028

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

Jack Taber
Notary Public



City of Broken Arrow

Request for Action

File #: 25-532, Version: 1

**Broken Arrow City Council
Meeting of: 04-15-2025**

Title:

Approval of and authorization to execute a five-year service agreement with the Whelen Engineering Company to provide access to Whelen's proprietary cloud data system

Background:

The Broken Arrow Police Department has a total of sixty-four (64) vehicles which are technologically advanced enough to be compatible with the Whelen Cloud. We use Whelen brand overhead light bars on these cars and the light bars can communicate with the Whelen Cloud to provide a wide variety of real time and other data. For example, during pursuit operations the speeds of vehicles so equipped can be isolated at any point on a map, it gives us the capability of over the air equipment programming, maintenance status and up to the minute location. This product also features the Haas system which will alert drivers through all global positioning satellite (GPS) system including smart phones and newer vehicle infotainment systems alerting them to the presence of stationary police cars when their emergency lighting is active. The system additionally provides data on vehicle mileage which would be beneficial to Fleet Maintenance for oil changes and other routine service needs. Should the City wish to begin to use or experiment with GPS based traffic signal preemption, moving toward this service would more readily enable such an effort.

This is a valuable tool which we have been evaluating on a free trial basis. During a recent pursuit, we were able to prove our police officer came to a near stop at red traffic signals. The Whelen Cloud can re-trace the route of a pursuit indicating true speed at any point.

The cost is three-hundred sixty dollars (\$360.00) a month per each vehicle amounting to twenty-three thousand forty dollars (\$23,040.00) annual or one-hundred fifteen thousand and two hundred (\$115,200.00) over the five-year span of the agreement. Funds are available within the police department's operational budget to fund the initiative if it is approved.

Cost: \$115,200.00

Funding Source: Public Safety Sales Tax

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Sales Quote, Master Service Agreement and Powerpoint presentation

Recommendation:

Approve and authorize the execution of a five-year service agreement with the Whelen Engineering Company to provide access to Whelen's proprietary cloud data system

Order Form

Customer Information:			
Name/Customer:	Broken Arrow Police Department	Principal Contact Person:	Brandon Tener
Address:	1101 North 6 th St Broken Arrow, OK 74012	Title:	
		Phone:	(918) 451-8200 ext.8713
		Fax:	
		Email Address:	btener@brokenarrowok.gov
Billing Information:		Shipping Information (if different from billing):	
Name/Customer:	Broken Arrow Police Department	Name/Customer:	
Address:	Attn: Captain Brandon Tener 1101 North 6 th St. Broken Arrow, OK 74012	Address:	

ORDER DETAILS

This order form (the “**Order Form**”) is entered by and between Whelen Engineering Company, Inc. (“**Whelen**”) and the customer set forth on this Order Form (“**Customer**”) as of the last date of signature below (the “**Effective Date**”). Each of Whelen and Customer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “**Master Services Agreement**”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Trial Period: If indicated below, Customer’s subscription includes a “**Trial Period**”, whereby Customer may install and utilize the WCP Equipment with respect to the number of devices indicated below, without charge, until the expiration of the Trial Period. If Customer does not terminate this Order Form prior to the expiration of the Trial Period as set forth in the Master Service Agreement, Whelen will begin charging the fees set forth below in this Order Form for all vehicles as of the Trial Period Expiration Date.

✓ Trial Period Included # of Eligible Vehicles/Devices: 64 Trial Period Expiration Date: 07/01/2025

Subscription Term: The subscription term of the Application Services commences on the Subscription Commencement Date (as that term is defined in the Master Services Agreement) and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is five (5) years from the Subscription Commencement Date (the “**Initial Term**”). Upon expiration of the Initial Term, the subscription for the Application Services will automatically renew at the then-current fees per vehicle for additional successive terms of one year each (a “**Renewal Term**” and collectively with the Initial Term, the “**Subscription Term**”), subject to annual appropriations by Customer, unless: (i) either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable; (ii) Whelen notifies Customer of a price escalation at least thirty (30) days prior to the expiration of the Subscription Term and Customer terminates this Order Form as set forth in Section 6.2 of the Master Services Agreement; or (iii) earlier terminated in accordance with the terms and conditions of the Master Service Agreement.

Subscription Fees: While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

<u>Subscription Type</u>	<u># Vehicles</u>	<u>Annual Fee/Vehicle</u>	<u>Total Contract</u>
1. Whelen Cloud Platform - Standard	64	\$360.00	\$115,200.00

Minimum Subscription Term/Fees: If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as “**WCP Equipment**”) or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event

CONFIDENTIAL

Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

Whelen Field Solutions Engineer: Taylor Murray – tmurray@whelen.com – (860) 539-1520

Other Information: Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the “*Platform Enhancements*”). In Whelen’s sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer’s rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	
Title	
Date	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	

Master Services Agreement

This Master Services Agreement, including all exhibits and attachments hereto (collectively, this “**Agreement**”) governs the relationship between Whelen Engineering Company, Inc., (“**Whelen**”) and the customer identified in the Order Form (“**Customer**”) (each of Whelen and Customer, a “**Party**” and together, the “**Parties**”). This Agreement will become effective when the Order Form referencing this Agreement is executed by authorized representatives of both Parties (the “**Effective Date**”).

1. DEFINITIONS. Certain capitalized terms, not defined elsewhere in this Agreement or the Order Form, have the meanings set forth below.

1.1. “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Application Services.

1.2. “Application Documentation” means the user manuals, published specifications, online guides, and other materials and documentation provided to Customer or Authorized Users by Whelen or its third party vendors relating to the Application Services, as may be changed from time to time with or without notice to Customer.

1.3. “Application Services” means the hosted software-as-a-service services ordered by Customer hereunder as set forth in the Order Form and provided by Whelen by means of access to certain content and use of the features and functionality of software applications available and accessible within the website designated by Whelen, solely to the extent set forth and further described in, and as limited by, the applicable terms of this Agreement.

1.4. “Authorized User” means any individual who is an employee, consultant, contractor, or agent of Customer who is authorized by Customer, to access and use the Application Services pursuant to Customer’s rights, and subject to the restrictions, under this Agreement.

1.5. “Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the business or operations of either Party or a third party that has been identified as confidential or proprietary or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential or proprietary, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”, including, without limitation: (a) source and object code, prices, trade secrets, mask works, databases, hardware, software, designs and techniques, programs, engine protocols, models, displays and manuals, and the selection, coordination, and arrangement of the contents of such materials, and (b) any unpublished information concerning research activities and plans, customers, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins.

1.6. “Customer Content” means all data, media, content, and other information provided or made available by Customer to Whelen, including any data, media, content, and other information input, made available or included in, any communications sent through the Application Services, including vehicle identifiable data which may include precise geolocation information collected through global positioning system or similar technologies relating to one or more vehicles owned or leased by Customer and used by its employees, consultants, contractors, agents or other users it authorizes, including Authorized Users. Customer Content does not include aggregated or anonymized data derived from Customer Content or Customer’s use of the Services, provided that Whelen only uses such aggregated or anonymized data for internal purposes.

1.7. “Customer Systems” means Customer’s information technology infrastructure, including the computers, software,

databases, electronic systems (including database management systems) and networks, of Customer or any of its designees.

1.8. “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, Moral Rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

1.9. “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country in the world, or under any treaty.

1.10. “Objectionable Content” means any viruses, malware, spyware, or similar harmful, destructive, or malicious code, as well as any content or links to web sites that contain content (or further links to content) which may be construed as illegal, unethical, defamatory, obscene, hateful, libelous, or that otherwise may reflect negatively upon Whelen’s reputation or that of Whelen’s customers or vendors, or that infringes upon the rights of any third party.

1.11. “Services” means the Application Services and Support Services.

1.12. “Third Party Items” means third party data, products, and services made available to Customer through the Application Services, as may be changed from time to time by Whelen in its sole discretion.

1.13. “Third Party Terms” means the terms and conditions that govern use of Third Party Items.

2. SUBSCRIPTION; SERVICES

2.1. Order Form. Customer has requested a subscription to the Application Services on the terms and subject to the conditions set forth in this Agreement by executing an Order Form that references and incorporates this Agreement (“**Order Form**”).

2.2. Application Services

(a) Provision of Access. Subject to the terms and conditions contained in the Order Form and this Agreement, and Customer’s payment of all relevant fees, Whelen hereby grants to Customer and its Authorized Users a non-exclusive, non-transferable right to access the features and functions of the Application Services during the Term in accordance with the Application Documentation, the Order Form, and the terms and conditions of this Agreement solely for Customer’s internal business purposes. As soon as commercially practicable after the Effective Date, Whelen shall provide to Customer the necessary Access Protocols.

(b) Usage Restrictions. Customer and its Authorized Users may only use the Application Services as described in this Agreement and in the then-current Application Documentation. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by Customer. Customer will not, and will not allow any Authorized User or other third party to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to obtain, perceive, or derive the trade secrets embodied in the

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Application Services or the source code from which any software component of the Application Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer or any Authorized User any right to obtain or use such code; (ii) create any derivative product from any of the foregoing, or use the Application Services or any of Whelen's Confidential Information to develop or build, exploit, sell or offer to sell, license or offer to license, or use a competing product or service, except with the express prior written consent of Whelen; (iii) allow third parties other than Authorized Users to gain access to the Application Services or use the Application Services as a service bureau; (iv) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under this Agreement; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Application Documentation and/or Application Services, including any screen displays, etc., or any other products or materials provided by Whelen hereunder; (vi) access the Application Services for purposes of monitoring availability, performance, or functionality of the Application Services, performing security penetration tests or stress tests on the Application Services, or for any other benchmarking or competitive purposes; (vii) do anything that could disable, overburden, or impair the proper working or appearance of the Application Services; or (viii) use the Services or Application Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Unless otherwise specifically agreed by the Parties in writing, Customer hereby agrees that the Application Services are not authorized for use as, and Customer shall not use the Application Services as critical components in any device, application, system, or service where it is reasonably foreseeable that failure of the Application Services would cause death, bodily injury or catastrophic property damage, such as (x) any medical, life-saving or life support device, system, or service, (y) any air or other traffic control device, application, system, or service, or (z) any weapons device, application, system, or service (the "**Life Critical Applications**"). Certain features of the Application Services may allow Customer or Authorized Users to connect and/or permit communication with one or more vehicles or equipment in one or more vehicles (each a "Connected Vehicle"). Customer acknowledges and agrees that at any time the information provided by the Application Services with respect to a Connected Vehicle may be incomplete, incorrect, or out of date. Except as otherwise set forth herein, Customer's use of the Application Services, including Customer's or its Authorized Users reliance on any information provided by the Application Services with respect to any Connected Vehicle is at Customer's sole risk and discretion. Customer and its Authorized Users are solely responsible at all times for the acts or omissions of Customer's Authorized Users with respect to Connected Vehicles. Use of the Application Services does not relieve Customer or any Authorized User of responsibility for safe vehicle operation or observation of relevant traffic laws. If safe operation of a Connected Vehicle is not possible while using the Application Services, the Authorized User should not use the Application Services while operating the Connected Vehicle. Further, use of the Application Services does not relieve Customer or any Authorized User of responsibility for vehicle maintenance. Notwithstanding anything to the contrary herein, Whelen shall have no responsibility or liability for any failure of Customer or any Authorized User to safely operate or properly maintain a Connected Vehicle. Customer will ensure that its and its Authorized Users' access to and use of the Application Services and the Application Documentation complies with all

applicable laws, statutes, regulations, and rules. Under no circumstances will Whelen be liable or responsible for any use, or any results obtained by the use, of the Application Services in conjunction with any products, services, software, or hardware that are not provided by Whelen. All such use will be at Customer's sole risk and Customer shall bear full responsibility for liability with respect thereto. Whelen reserves all rights not expressly granted to Customer in this Agreement.

(c) **Third Party Terms.** The Application Services may provide Customer with access to Third Party Items. Customer acknowledges and agrees that certain Third Party Terms may apply with respect to the Third Party Items. Whelen will use commercially reasonable efforts to identify any applicable Third Party Terms and Customer shall be responsible for compliance with such Third Party Terms to the extent any are identified by Whelen.

(d) **Communications Responsibilities.** Customer shall not, and shall not permit its Authorized Users or any third party to, directly or indirectly use the Application Services to communicate on its behalf, by way of electronic communication or otherwise, any message or material that (a) is libelous, harmful to minors, obscene, or constitutes pornography; (b) infringes the copyrights, patents, trade secrets, trademarks, trade names, or other proprietary rights of a third party, or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Customer is solely responsible for the content of any communications sent by or on behalf of Customer or its Authorized Users through Customer's or any Authorized Users' use of the Application Services and, without limiting the foregoing, Customer agrees that such communications will comply with all laws.

(e) **Future Functionalities.** From time-to-time Whelen, in its sole discretion, may offer new or additional features subject to the payment of additional fees. Such new or additional features may not be made available to all customers of Whelen. Customer agrees that its purchase of a subscription to the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Whelen with respect to future functionality or features.

2.3. Support Services; Updates. Whelen will provide support services for the Application Services in accordance with its standard support offerings during Whelen's regular business hours solely for the particular Application Services ordered under this Agreement ("**Support Services**"), provided that all fees due under this Agreement have been paid. Such Support Services will only be provided to Customer's administrative users (who are Authorized Users) and Customer will identify by written notice to Whelen in accordance with Section 13.3 the names of such administrative users to whom Whelen will supply the support, which names may be changed by Customer upon reasonable notice to Whelen. Customer can request Support Services by contacting the applicable Whelen Field Solutions Engineer identified in the Order Form. Any support requested by Customer in excess of Whelen's standard support offerings or outside of Whelen's regular business hours may incur additional fees that will be billed to client pursuant to Whelen's standard billing practices at Whelen's then-current pricing. The Parties acknowledge and agree that Whelen will have no obligation to provide support to Customer with respect to use of the Application Services other than according to the then-current Application Documentation or the terms of this Agreement. Customer acknowledges that the Application Services may be updated by Whelen from time to time and that updates may result in changes to the Application Services, including changes in the appearance, functionality, and/or the

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addition, modification, or removal of functionality or features. Whelen shall provide reasonable prior notice to Customer of any updates that are intended to result in the removal of any material functionality or feature. This Section 2.3 does not apply with respect to any vehicles or devices while a Trial Period is in effect with respect to those vehicles or devices.

3. PROPRIETARY RIGHTS

3.1. Ownership of Application Services. Subject to the express rights granted to Customer in this Agreement, and Customer's rights in its Customer Content as set forth herein, Whelen and its licensors and suppliers retain all right, title, and interest in and to the Application Services, including any upgrades, enhancements, new releases, changes, or modifications made to the Application Services performed in connection with this Agreement, together with all Intellectual Property Rights embodying the Application Services or related thereto, and Customer acknowledges that it neither owns nor acquires any right, title, or interest in or to the Application Services or the related Intellectual Property Rights not expressly granted by this Agreement. Customer will preserve all Services from any liens, encumbrances, and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Whelen to Customer in connection with this Agreement to contest the validity of any Intellectual Property Rights of Whelen or its licensors. Any such use of Whelen's Confidential Information will constitute a material, non-curable breach of this Agreement.

3.2. Data Rights.

(a) Customer Content.

(i) Customer has and will retain sole responsibility for all Customer Content, including, the collection, accuracy, currency, quality, legality, completeness, and use of the Customer Content, and including Customer Content that is transmitted, processed, stored, accessed, and/or used by or on behalf of Customer or any Authorized User through or in connection with the Application Services. For the avoidance of doubt, Customer is solely responsible for providing any legally required notices and obtaining any legally required consents from Authorized Users or other individuals about whom information, including Customer Content or Usage Data (see below), may be collected by, transferred to, received, or otherwise used by Whelen or Customer in conjunction with the Application Services. Customer shall not provide or make available to Whelen any Objectable Content in connection with this Agreement.

(ii) Except for the licenses granted under this Agreement, as between the Parties, Customer retains all right, title, and interest in and to the Customer Content and any usage data generated by Whelen in the performance of the Services ("*Usage Data*"), and Whelen acknowledges that it neither owns nor acquires any additional rights in and to the Customer Content and Usage Data not expressly granted by this Agreement. Whelen further acknowledges that Customer retains the right to use the Customer Content for any purpose in Customer's sole discretion. Subject to the foregoing, Customer hereby grants to Whelen and its third party service providers a non-exclusive, irrevocable, world-wide, fully-paid-up, royalty-free right and license to use the Customer Content and Usage Data to perform Whelen's obligations hereunder. In addition to sharing Customer Content with its service providers, Whelen may disclose Customer Content to other entities with whom it partners to create customer offerings that are part of, or in addition to, the Application Services, including jointly branded offerings available to Customer. The Parties further acknowledge and agree that no valuable consideration, monetary or otherwise, is being provided by Whelen to Customer in exchange for Customer Content and Usage Data. However, in addition to the uses of Customer Content authorized in this Agreement, Whelen may remove all personally identifiable and

vehicle identifiable information from the Customer Content and Usage Data to create "*Sanitized Data*" or aggregate the Customer Content and Usage Data in an anonymous or deidentified manner to create "*Aggregate Data*." Customer grants Whelen a perpetual, non-exclusive, world-wide, fully-paid-up, royalty-free, sublicensable, transferable right and license to commercialize and otherwise use the Sanitized Data and the Aggregate Data to perform Whelen's obligations hereunder and for Whelen's business purposes (which, for clarity, includes but is not limited to enhancing or improving the Services or other products and services of Whelen or its affiliates, and for analytical and marketing purposes). Customer also grants Whelen the right to disclose the Customer Content to Whelen's third party service providers and grant such third party service providers the right (i) to use the Customer Content to perform the applicable service and (ii) to use the Sanitized Data and Aggregate Data for Whelen's or such third party's internal business purposes. Notwithstanding the foregoing, nothing in this Section 3.2 shall limit Whelen's rights to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or to address an emergency situation or as set forth in Section 7.3 below. For all of the purposes above, Customer consents to Whelen's tracking of Customer owned or leased vehicles through global positioning system technology as Customer understands such tracking is part of the Application Services. Customer shall not include within the Customer Content any personally or individually identifiable information of any natural person ("*PII*"). The inclusion of PII within the Customer Content may be considered by Whelen to be a material breach of this Agreement in accordance with Section 11.2 hereof. Customer acknowledges and agrees that it is solely responsible for compliance with the requirements of this Section and that Whelen has no affirmative obligation to review or audit Customer's compliance with this Section. Whelen shall have no obligations whatsoever in the event Customer includes PII in the Customer Content, including but not limited to with respect to notifications.

(b) Data Models. Notwithstanding anything to the contrary in this Agreement, to the extent that Whelen develops models, analytics, and/or algorithms ("*Analytical Tools*") during the Term and in the course of providing Services under this Agreement (such as propensity models, etc.), Whelen shall retain all right, title, and interest in and to such Analytical Tools.

(c) Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "*Feedback*") to Whelen with respect to its products and services, including the Services. Feedback is voluntary. Whelen may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's Intellectual Property Rights to make use of the Feedback, Customer grants Whelen a non-exclusive, perpetual, irrevocable, world-wide, fully-paid-up, royalty-free license to use the Feedback in connection with Whelen's business, including the enhancement of the Services.

4. ADDITIONAL WHELEN OBLIGATIONS

4.1. Access to Application Services; Implementation. The applicable Whelen Field Solutions Engineer identified in the Order Form will provide reasonable assistance to Customer to enable initial access to Customer's account, but Whelen is not responsible for any implementation, supplementation, modification, or configuration of Customer Systems or equipment, or the Application Services, for or on behalf of Customer.

4.2. Responsibility for Application and Content Hosting. Whelen shall, at its own expense, provide for the hosting of the Application Services which is accessible as part of the Application Services, provided that nothing herein shall be construed to require Whelen to provide for, or bear any responsibility with respect to, any telecommunications or computer network hardware required

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by Customer to provide access from the Internet to the Application Services. Customer and Authorized Users are solely responsible for all telecommunication or Internet connections required to access the Services, as well as all Customer Systems and other hardware and software at Customer's site. Except for the costs to Whelen for the hosting of the Application Services as set forth above, in addition to other third party costs that may apply, Customer agrees to pay for all telecommunications, Internet, and other connectivity costs, fees, and services required for and dedicated to Customer's access to the Services.

4.3. Third Party Hosting Provider Requirements. Customer understands and agrees that (i) Whelen uses a third-party hosting provider in connection with the Services; (ii) the security of the Services is limited by the terms offered by such third-party hosting provider; and (iii) Whelen's agreement with the hosting provider cannot be modified regarding the requirements of this Agreement, nor can Whelen grant any audit or other access rights to the facilities or systems of the host. As such, the provisions of this Agreement shall apply only to Whelen's systems and facilities, not those of the hosting provider.

5. ADDITIONAL CUSTOMER OBLIGATIONS.

5.1. Authorized Users' Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Application Services as contemplated by this Agreement. Customer will ensure that any such Authorized Users will be obligated, by contract or otherwise, to protect Whelen's Confidential Information, and to comply with the access and use restrictions for the Application Services and the Application Documentation, as are provided by the terms hereof.

5.2. Provision of Support to Authorized Users. Except as expressly set forth in Section 2.3, Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Application Services.

5.3. Customer Control and Responsibility for Data, Access, and Security. Customer and its Authorized Users shall have access to the Customer Content and Customer shall be responsible for all changes to and/or deletions of Customer Content. Furthermore, Customer has and will retain sole responsibility for: (a) the security and use of all of Customer's and its Authorized Users' passwords and other Access Protocols; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; and (d) all access to and use of the Services and Application Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' passwords or other Access Protocols, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Protocols and protect against any unauthorized access to or use of the Application Services.

6. FEES AND EXPENSES; PAYMENTS.

6.1. Fees. In consideration for the access and use rights granted to Customer and the Services performed by Whelen under this Agreement, Customer will pay to Whelen without offset or deduction, all fees set forth in the Order Form (or Whelen's then-current pricing as applicable for certain support services as set forth herein) invoiced in accordance with this Section 6.1. Whelen will submit invoices to Customer with respect to such fees, and each invoiced amount will be due and payable within thirty (30) days of Customer's receipt of the relevant invoice. All fees are non-cancelable and non-refundable. Whelen shall not charge Customer any fees in connection with vehicles or devices designated within

a Trial Period until the expiration of such Trial Period as indicated in the applicable Order Form. Except with respect to any vehicles or devices subject to a Trial Period, Whelen shall provide Customer a period of up to ninety (90) days from the Effective Date, or such other period as agreed by the parties in writing, to install and connect the WCP Equipment in the number of vehicles indicated on the Order Form (the "**Implementation Period**"). Whelen shall begin charging customer the fees indicated on the Order Form upon the expiration of the Implementation Period (the "**Subscription Commencement Date**"). A Trial Period and an Implementation Period cannot be combined. For the avoidance of doubt, each vehicle or device indicated on an order form is eligible for either a Trial Period or an Implementation Period, but not both. Further, during any Order Form Renewal Term, Customer is neither eligible for a Trial Period nor an Implementation Period.

6.2. Price Escalations. Whelen shall have the right to increase the fees for the Services at any time after the Effective Date to reflect any increase in Whelen's costs to provide the Services. Whelen shall provide Customer with written notice of such price adjustments at least thirty (30) days prior to the date any such price adjustment is to become effective. If Customer does not agree to such increase in fees, Customer may terminate the applicable Order form and this Agreement, provided there are no active Order Forms subject to this Agreement, with written notice to Whelen effective upon the day prior to the date that such price adjustment would have taken effect.

6.3. Taxes. Unless Customer is a tax-exempt organization, Customer will be responsible for payment of any applicable sales, use, and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Whelen's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Whelen free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Whelen will be Customer's sole responsibility, and Customer will, upon Whelen's request, provide Whelen with official receipts issued by appropriate taxing authorities, or such other evidence as Whelen may reasonably request, to establish that such taxes have been paid. If customer is exempt from taxation under this Section 6.3, Customer shall supply Whelen with documentation from the IRS or other relevant taxing authority evidencing Customer's exemption from taxation..

6.4. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from a date thirty (30) days after the due date until paid. In the event any invoice remains unpaid forty-five (45) or more days from the due date, Whelen may, in its discretion, suspend the Services until the invoice is paid in full.

6.5. Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Whelen may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Whelen with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6.3. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any quarter. Such inspection and auditing rights will extend throughout the

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Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

7. TREATMENT OF CONFIDENTIAL INFORMATION.

7.1. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential and/or proprietary. Both Parties agree that all items of Confidential Information are confidential and/or proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

7.2. Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes of meeting its obligations or exercising its rights under this Agreement; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party except as necessary for the purposes of meeting its obligations or exercising its rights under this Agreement; (c) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access for the purposes of meeting its obligations or exercising its rights under this Agreement and who have been advised of and have agreed in writing to treat such information in accordance with terms substantially similar to the terms of this Agreement; and (d) subject to Section 12, to the extent practicable and except to the extent the receiving Party has continuing rights with respect to such Confidential Information, return or destroy, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement for any reason, provided that to the extent a Party retains Confidential Information of the other Party as permitted under this part (d) such Party shall maintain the confidentiality of such retained Confidential Information for so long as it is retained.

7.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reference to the Confidential Information of the discloser; or (f) is approved in writing for such use, release or disclosure by the disclosing Party. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law including the Oklahoma Open Records Act 51 O.S. § 24A.1 et seq., provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party to enable the other Party to attempt to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Notwithstanding any such compelled disclosure by the receiving Party, such compelled disclosure will not otherwise affect the receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

7.4. Non-Exclusive Equitable Remedy. Customer acknowledges and agrees that due to the unique nature of Whelen's Confidential Information, there is no adequate remedy at law for any breach of its obligations hereunder, that any such breach or

threatened breach may allow Customer or third parties to unfairly compete with Whelen, resulting in irreparable harm to Whelen, and therefore, that upon any such breach or any threat thereof, Whelen shall be entitled to appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss or posting a bond, in addition to whatever remedies Whelen might have at law or in equity under this Agreement. Any breach of this Section 7 by Customer or an Authorized User will constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of Whelen.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Mutual Representations and Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

8.2. Whelen Representations and Warranties. Whelen hereby represents and warrants that (a) Whelen will use commercially reasonable efforts to prevent the transmission of any virus or malicious code through the Application Services; (b) as accessed and used by Customer or any Authorized User in accordance with this Agreement, the Application Services will perform substantially in accordance with the Application Documentation; and (c) the Support Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices for similar services using personnel with the requisite skill, experience, and qualifications.

8.3. Customer Representations and Warranties. Customer hereby represents and warrants that (a) Customer has and will have all necessary licenses, approvals, and consents required to perform its obligations hereunder, (b) without limiting the foregoing, Customer has and will have adequate authority to share the Customer Content with Whelen as set forth herein and permit Whelen to use and disclose the Customer Content as contemplated herein, and (c) any Customer Content provided by Customer to Whelen for use in connection with the Services does not and will not infringe the intellectual property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of applicable foreign, federal, state, municipal, and local laws, rules, regulations, and judicial orders (including, but not limited to, applicable policies, laws, and orders related to spamming, privacy, and consumer protection).

9. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY.

9.1. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE APPLICATION DOCUMENTATION, AND ALL SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE", WITH ALL FAULTS, AND WHELEN DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UPTIME, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND/OR DATA ACCURACY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WHELEN OR ITS AUTHORIZED REPRESENTATIVES (INCLUDING FIELD SOLUTIONS ENGINEERS) WILL

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CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WHELEN'S OBLIGATIONS HEREUNDER. WHELEN DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT WHELEN AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER CONTENT, CUSTOMER'S DATA, OR CUSTOMER SYSTEMS. WHELEN WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA AND CUSTOMER CONTENT.

9.2. Exclusions of Remedies; Limitation of Liability. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S BREACH OF SECTION 2.2 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO WHELEN BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY OR (II) TEN THOUSAND DOLLARS (\$10,000). THESE LIMITATIONS OF LIABILITY ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR THERE IS AN ADEQUATE REMEDY AVAILABLE.

9.3. Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions, and limitations of liability set forth in this Section 9 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of this Agreement would be substantially different.

10. INDEMNIFICATION.

10.1. Whelen's Indemnity Obligations. Whelen agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages finally awarded by a court or agreed upon in settlement ("**Damages**") resulting from any claim by any third party (a) that Customer's licensed use of the Application Services and/or the Application Documentation in accordance with the terms and conditions of this Agreement infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, or (b) arising out of Whelen's gross negligence or willful misconduct. Customer shall promptly notify Whelen in writing of the claim, cooperate with Whelen, and allow Whelen sole authority to control the defense and settlement of such claim; provided that Whelen will not settle any third-party claim against Customer unless such settlement completely and forever releases Customer from all liability with respect to such claim or unless Customer consents to such settlement, and further provided that Customer will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost. If a claim for infringement is made or appears possible, Whelen may, at Whelen's sole discretion, obtain adequate rights to enable Customer to continue to use the Application Services, or modify or replace any such infringing material to make it non-infringing. If Whelen determines that none of these alternatives is reasonably available, Customer shall, upon written request from Whelen, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. The indemnification for infringement provided under this Section 10.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of the Application Services or the Application Documentation by Customer, (ii) combination, operation, or use of the Application Services with other software, hardware, or technology not provided by Whelen or explicitly contemplated by this Agreement, (iii) use of the Application Services not in accordance with the Application Documentation or this Agreement, or (iv) the Customer Content (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES WHELEN'S AND ITS LICENSORS AND SUPPLIERS SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT AND ARE IN LIEU OF ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THIS SECTION DOES NOT APPLY WITH RESPECT TO ANY VEHICLES OR DEVICES WHILE IN A TRIAL PERIOD.

10.2. Customer's Indemnity Obligations. Customer agrees to hold harmless, indemnify, and, at Whelen's option, defend Whelen from and against any Damages resulting from (a) breach by Customer or its Authorized Users of any term or condition of this Agreement, (b) Customer's gross negligence or willful misconduct, (Whelen shall promptly notify Customer of the claim, cooperate with Customer, and, if elected by Whelen, allow Customer sole authority to control the defense and settlement of such claim; provided that Customer will not settle any third-party claim against Whelen unless such settlement completely and forever releases Whelen from all liability with respect to such claim or unless Whelen consents to such settlement, and further provided that Whelen will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice at its own cost.

11. TERM AND TERMINATION.

11.1. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue for the duration set forth in the Order Form (the “*Term*”). The Term may be extended or renewed by mutual written agreement of the Parties.

11.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party, by providing written notice to the breaching Party, specifically identifying the breach on which such notice of termination is based. The breaching Party will have a right to cure such breach within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.3. Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party’s creditors.

11.4. Termination During Trial Period. Prior to the expiration of any Trial Period indicated in an Order Form, Customer may terminate any Order Form and this Agreement, provided there are no other Order Forms governed by this Agreement in effect between Whelen and Customer, by providing written notice to Whelen. Such termination will be effective upon Whelen’s receipt of the notice described herein. In the event Customer terminates an Order form as provided above, Customer shall promptly return all WCP Equipment to Whelen, at Customer’s sole expense, and in no event later than ten (10) business days following Customer’s notice of termination to Whelen. Whelen reserves the right to charge Customer the full retail value of the WCP Equipment, plus a twenty percent (20%) penalty if Customer does not return the WCP Equipment as set forth herein.

11.5. Additional Whelen Termination and Suspension Rights. Upon written notice to Customer, Whelen may suspend or terminate this Agreement, in whole or in part, with respect to the Application Services (or certain features thereof) if any Third Party Item made available through the Application Services or Whelen’s right to use such Third Party Item, expires or is terminated or is modified in any manner that Whelen believes would impair its ability to provide such Application Services. In addition, Whelen reserves the right, in its sole discretion, to suspend Customer’s access to any Application Services (i) upon notice to Customer if Whelen reasonably suspects that Customer has breached this Agreement; or (ii) for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Application Services; (b) to comply with any law, regulation, court order, or other governmental request; (c) to otherwise protect Whelen from potential legal liability; or (d) in the event an invoice remains unpaid for forty-five (45) or more days from the invoice due date, and Whelen will use reasonable efforts to provide Customer with notice prior to or promptly following any such suspension of the Application Services pursuant to the foregoing ((a)-(d)). Whelen will promptly restore access to the Application Services as soon as the event giving rise to suspension has been resolved. Any suspension of the Services will not result in the tolling or any extension of the Term to account for the period of such suspension and Whelen will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of such suspension. This Section will not be construed as imposing any

obligation or duty on Whelen to monitor use of the Application Services.

11.6. Effect of Termination. Upon any expiration or earlier termination of this Agreement all Order Forms entered under this Agreement will automatically terminate simultaneously and, Customer will (a) immediately discontinue all use of the Application Services and any Whelen Confidential Information; and (b) promptly pay to Whelen all amounts due and payable under this Agreement. Termination of this Agreement prior to expiration of the Term shall not affect any other agreement between Whelen and Customer in place at the time of such termination, and Customer shall remain responsible for the payment of any amounts due to Whelen or its designee pursuant to such other agreement(s).

11.7. Survival. The expiration or termination of this Agreement for any reason will not release either Party from any liabilities or obligations set forth herein which (a) the Parties have expressly agreed will survive any such expiration or termination; or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. In addition to the foregoing, upon termination or expiration of this Agreement, the Parties’ respective obligations under the provisions of Sections 1, 3, 6.4, 7, 9, 10, 11.5, 11.6, 12, and 13 will survive the termination of this Agreement. In addition, any provisions of the Third Party Terms that by their nature survive termination of this Agreement shall so survive.

12. DATA DELETION.

12.1. Request to Delete. Whelen shall delete or return Customer Content in its custody or control in accordance with Customer’s instructions, including any applicable retention periods instructed by Customer or upon receipt of Customer’s written request via the Organization Data Deletion Form. If Customer does not instruct a retention period for Customer Content or submit an Organization Data Deletion Form, then Whelen will delete Customer Content in accordance with Whelen’s data retention policy.

12.2. Deletion Exceptions. Notwithstanding anything to the contrary, Customer acknowledges and agrees that any obligation to delete Customer Content excludes any Customer Content (a) that Whelen is required to retain, or prohibited from deleting, under applicable law, (b) reasonably related to any pending or reasonably likely legal claim or defense, (c) within Whelen’s logs or archived on Whelen’s back-up systems (which shall be deleted in the normal course according to Whelen’s policies and procedures), or (d) that is aggregated or anonymized data. For so long as Whelen retains any Customer Content under this Section, Whelen’s obligations under Sections 5 and 7 shall survive and apply to the retained Customer Content, and, when Whelen retains any Customer Content for purposes of (a) or (b) of this Section, Whelen shall only process the retained Customer Content for the purpose for which it was retained and delete the Customer Content as soon as the purpose for which it was retained no longer applies. Whelen acknowledges that Customer Content retained under this Section may be subject to subpoenas or requests under the federal Freedom of Information Act or analogous state laws, and Whelen will reasonably assist Customer by providing the relevant retained Customer Content in accordance with Customer’s reasonable instructions in order for Customer to respond to any such subpoena or request to the extent required by applicable law.

12.3. Certification of Deletion. The Parties acknowledge and agree that the Organization Data Deletion Form, once executed and returned by Whelen, serves as a written certification of destruction designed to prevent retrieval or recreation of data according to Whelen’s standards and policies.

12.4. Option for Return. Within ten (10) days of termination of this Agreement, in the event Customer wishes for Customer Content to be returned, Customer shall notify Whelen in writing

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requesting the return of Customer Content. Except for any Customer Content that Customer requested to delete, Whelen will return Customer Content in a structured format reasonably agreed upon by the Parties within sixty (60) days of receipt of a request under this Section 12.4.

13. MISCELLANEOUS.

13.1. Entire Agreement. This Agreement together with the Order Form sets forth the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter of this Agreement, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event of any conflict between the terms and conditions set forth in the body of this Agreement, any exhibits or attachments hereto, and the Order Form, the terms and conditions set forth in the body of this Agreement shall control unless an exception is expressly stated in as such in an exhibit, attachment, or the Order Form.

13.2. Independent Contractors. In making and performing this Agreement, Customer and Whelen act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of the other Party.

13.3. Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to Whelen as set forth below and to Customer at its address set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

Whelen, Inc.
51 Winthrop Rd.
Chester, CT 06412
Attn: CFO

13.4. Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

13.5. Assignment. Customer shall not assign any of its rights or duties under this Agreement without the prior written consent of Whelen, and, absent such consent, any attempted assignment will be null, void and of no effect.

13.6. No Third Party Beneficiaries. The Parties acknowledge that, except as expressly set forth in this Agreement, the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Except as expressly set forth in this Agreement, nothing herein will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

13.7. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions

contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

13.8. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

13.9. Force Majeure. Except with respect to payment obligations hereunder, if any, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice and the Agreement shall terminate if such performance has not resumed within those thirty (30) days.

13.10. Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the state of Oklahoma, without regard to conflicts of law principles thereof or to the United Nations Convention on the International Sale of Goods. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a Party elects to file an action in federal court) located in Tulsa County, Oklahoma. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen. The prevailing Party in any action or proceeding will be entitled to recover its reasonable attorneys' fees and costs.

13.11. Publicity. Subject to Customer's prior review and approval, Whelen may use Customer's name and logo in marketing materials and on its website to identify Customer as a Whelen client. Except as provided in this Section and as required by applicable law, neither Party will use the other Party's name or logo in any advertisement, news release, or other public communication without the consent of the other Party which will not be unreasonably withheld, delayed, or qualified.

13.12. U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Services and the Application Documentation with only those rights set forth therein.

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13.13. Counterparts. The Order Form to which this Agreement is attached and incorporated may be executed in any number of counterparts via electronic or facsimile means, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

13.14. Affiliates, Subcontractors, and Vendors. Some or all of the Services, including support, may be provided by Whelen's affiliates, agents, subcontractors, and information system vendors. The rights and obligations of Whelen may be, in whole or in part, exercised or fulfilled by the foregoing entities.

13.15. USA Patriot Act Notice. The U.S. federal USA Patriot Act ("*USA Patriot Act*") provides generally for the operator of a communication host and law enforcement to be able to monitor any content, upon request of the operator. Whelen anticipates fully complying with all its obligations, and availing itself of all its rights, under the USA Patriot Act.

13.16. Export Compliance. Customer acknowledges that the Application Services may be subject to export control laws. Customer will not, directly or indirectly, export or permit use of any portion of the Application Services outside of the United States without prior government authorization to the extent required by applicable regulation.

13.17. Electronic Execution. Each Party acknowledges and agrees that the Order Form may be executed by the Parties in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent). Customer acknowledges and agrees it will not contest the validity or enforceability of the Order Form, this Agreement or any related documents, including under any applicable statute of frauds, due to such execution in electronic form.

[End of Terms]



Broken Arrow PD, OK - WCP -
2YR
Q-03291

Please reference above Price Quotation number on all purchase orders.

Quotation Valid	AMSR
03/20/2025 - 03/31/2025	Busch & Associates
Invoice Pricing	
USER/BID/CONTRACT Reference	
Payment Terms	
Net 30	
FOB	
FOB Origin, Freight Prepaid	

TO:

BROKEN ARROW POLICE DEPARTMENT
1101 N 6TH ST
BROKEN ARROW, OK 74012

PRICE QUOTATION

MODEL/PART	DESCRIPTION	QUANTITY	UNIT PRICE
WCP1F	WHELEN CLOUD PLATFORM	64	\$1,800.00

Subscription Term: 04-01-2025 – 03-31-2030

Budget Line Item = \$27,000⁰²
ESTIMATED ANNUAL PAYMENT \$23,040.00
 SUB TOTAL \$115,200.00
 TOTAL \$115,200.00

For Whelen Engineering, Authorized by:

Taylor Murray

TERMS & CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Whelen Engineering Company, Inc. Whelen shall not be responsible for conditions beyond our control that may affect quotations and agreements. Quoted prices are based on costs and conditions existing on the date of quotation and are subject to change by Whelen before acceptance of your purchase order. Typographical errors are subject to correction. All Whelen standard terms and conditions shall apply unless otherwise noted herein. Whelen Engineering Company will provide special confidential prices to you on a non-exclusive and non-disclosure basis. As such, you agree not to disclose the details, including model, description, exact prices, and terms to any third party. Such information shall be considered company confidential between our two firms and is not to be divulged by anyone in your organization for any reason to any other party. By submitting orders against this quote, you agree to the terms and conditions stated herein as well as all Whelen general policies. Conditions not specifically stated herein shall be governed by established trade customs. Upon receipt and acceptance of your purchase order by Whelen, the equipment and/or service listed herein will be supplied at the quoted prices.

Order Form

Customer Information:

Name/Customer:	Broken Arrow Police Department	Principal Contact Person:	Branson Tener
Address:	1101 N 6 th St Broken Arrow, Ok 74012	Title:	
		Phone:	918.451.8200 ext.8713
		Fax:	
		Email Address:	btener@brokenarrowok.gov

Billing Information:

Name/Customer:
Address:

Shipping Information (if different from billing):

Name/Customer:
Address:

ORDER DETAILS

This order form (the “*Order Form*”) is entered by and between Whelen Engineering Company, Inc. (“*Whelen*”) and the customer set forth on this Order Form (“*Customer*”) as of the last date of signature below (the “*Effective Date*”). Each of Whelen and Customer may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.” The terms and conditions set forth in the Master Services Agreement attached hereto, including all exhibits and attachments thereto (the “*Master Services Agreement*”), govern the relationship between the Parties with respect to the Application Services ordered pursuant to this Order Form and are hereby incorporated herein by reference. Any capitalized terms used, but not defined, in this Order Form have the same meaning ascribed to them in the Master Services Agreement. By executing this Order Form Customer accepts and is bound by the terms and conditions set forth in the Master Services Agreement.

Application Services: Whelen Cloud Platform, a cloud-based vehicle communication platform that sends and receives data through cellular networks and provides the following functionality: fleet tracking, equipment configuration management and remote equipment control.

Trial Period: If indicated below, Customer’s subscription includes a “*Trial Period*”, whereby Customer may install and utilize the WCP Equipment with respect to the number of devices indicated below, without charge, until the expiration of the Trial Period. If Customer does not terminate this Order Form prior to the expiration of the Trial Period as set forth in the Master Service Agreement, Whelen will begin charging the fees set forth below in this Order Form for all vehicles as of the Trial Period Expiration Date.

Trial Period Included # of Eligible Vehicles/Devices: **64** Trial Period Expiration Date: **7/1/2025**

Subscription Term: The subscription term of the Application Services commences on the Subscription Commencement Date (as that term is defined in the Master Services Agreement) and, unless earlier terminated in accordance with the terms and conditions of the Master Services Agreement, expires on the date that is **5** years from the Subscription Commencement Date (the “*Initial Term*”). Upon expiration of the Initial Term, the subscription for the Application Services will automatically renew at the then-current fees per vehicle for additional successive terms of one year each (a “*Renewal Term*” and collectively with the Initial Term, the “*Subscription Term*”), unless: (i) either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable; (ii) Whelen notifies Customer of a price escalation at least thirty (30) days prior to the expiration of the Subscription Term and Customer terminates this Order Form as set forth in Section 6.2 of the Master Services Agreement; or (iii) earlier terminated in accordance with the terms and conditions of the Master Service Agreement.

Subscription Fees: While this Subscription remains in effect, Customer shall pay Whelen Engineering Company, Inc. the Subscription Fees set forth below:

<u>Subscription Type</u>	<u># Vehicles</u>	<u>Fee/Vehicle</u>	<u>Total Contract</u>
1. Whelen Cloud Platform - Standard	64	\$360.00	\$115,200.00

Minimum Subscription Term/Fees: If Customer has already separately purchased the required equipment (the Vehicle Safety Gateway (VSG), Antenna, and Installation Kit, collectively referred to as “*WCP Equipment*”) or if Customer is separately purchasing the WCP Equipment in connection with this Order Form, the provisions of this Section (Minimum Subscription Term/Fees) are not applicable. If the WCP Equipment is bundled with the Application Services subscription (as indicated by a zero-charge for any WCP Equipment on the applicable quotation), Customer acknowledges and understands that the minimum Subscription Term allowable is two (2) years. Therefore, in the event Customer terminates this Order Form prior to the date that is two (2) years from the Effective Date, Customer shall pay Whelen an early

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termination fee equal to \$195.00 per vehicle, which shall be due and payable immediately by Customer on the effective date of termination of the Order Form.

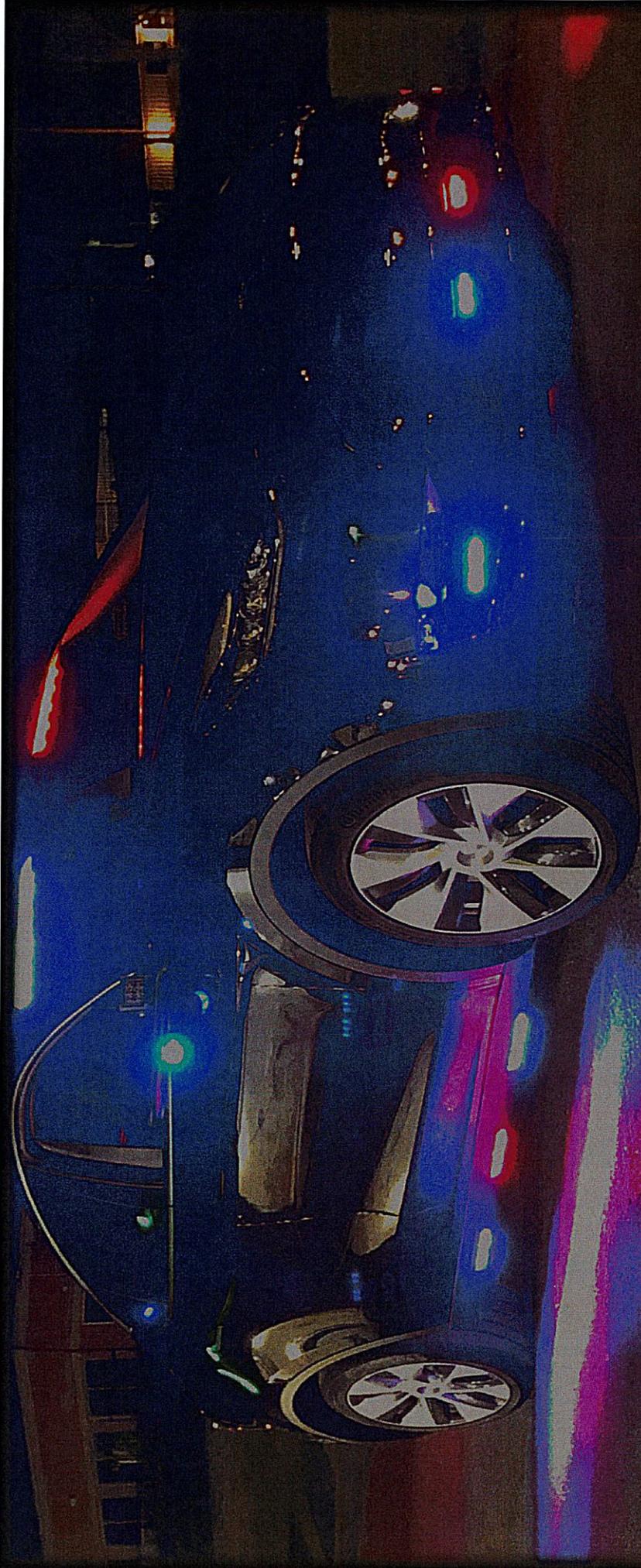
Whelen Field Solutions Engineer: **Taylor Murray**

Other Information: Whelen continues to improve and enhance the Whelen Cloud Platform and may offer additional services or features during the Subscription Term (the "*Platform Enhancements*"). In Whelen's sole discretion, Platform Enhancements may be included as standard features of the Application Services or as premium features, whereby Whelen may charge a separate fee and require Customer to execute an additional Order Form and/or terms and conditions to receive access to, or use of, such Platform Enhancements. During the Subscription Term, Whelen reserves the right to determine which features or Platform Enhancements of the Application Services are included in the standard feature set or offered as premium features and may re-classify any such features of the Application Services in its discretion, provided, however if Whelen begins charging additional fees for a feature that was included as a standard feature as of the Effective Date, such change will be deemed a price escalation subject to Customer's rights under Section 6.2 of the Master Services Agreement.

The Parties have caused their duly authorized representatives to execute this Order Form as of the dates set forth below.

Customer	
Signature	
Name	
Title	
Date	

Whelen Engineering Company, Inc.	
Signature	
Name	
Title	
Date	



Whelen Cloud Connectivity

BAPD leads the way in emergency vehicle technology

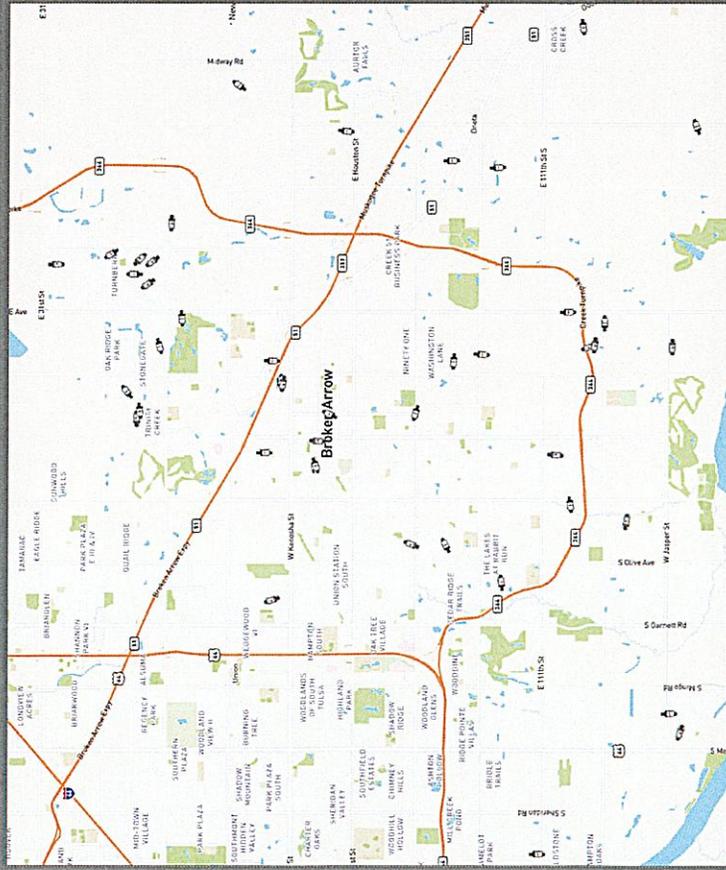
Why BAPD Chose the Cloud

- VSG (Cloud Hardware is free)
- Monthly subscription has been free since our first installs in 2021
- Accurate, dependable, independent Auto Vehicle Locator
- Over the air equipment programming, updates, and maintenance
- Over the air odometer, maintenance status, and alerts
- Capability of GPS based traffic signal preemption
- Easy to use web-based interface
- Whelen adds features and capability every year.
- Haas system to alert motorist of stationary emergency vehicles

Practical Applications

- Real time AVL with notification of response status
- Haas system alerts drivers through all GPS systems including smart phones and newer vehicle infotainment systems. Alerts advise of stationary emergency vehicles ahead and is automatic with the activation of emergency lighting.
- Ability to check maintenance status and odometer is vital to maintaining our vehicles properly but not wasting money on unnecessarily frequent oil changes.
- Occasionally a vehicle will have emergency equipment hiccups which can be fixes OTA without physically touching the car.
- Future use of GPS based signal preemption will create a much safer environment for the motoring public as officers respond Code and pursue suspects.

Whelen Live Map



Vehicle Screen

HAAS Integration

Enable HAAS Integration
Public Alerting
Always On

Vehicle Maintenance VIEW LOGS

Geotab Enabled

Odometer **6,052**
Oil Life **62%**

Choose a Maintenance Type
Type*
Select a Type

Associated Groups
Add to Group
Search for a group...
Currently Associated Groups
BAPD Explainers 2023 X



City of Broken Arrow

Request for Action

File #: 25-577, Version: 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

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

Background:

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

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting the following contracts, including professional consultant contracts and amendments, and construction contracts not subject to the State of Oklahoma Public Competitive Bid Act, for notification purposes only.

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

1. Professional Service Agreement with Cross Timbers Consulting, LLC - SW24040

No further action is required by Council.

Cost: 1. \$46,175.00

Funding Source: 1: 2018 General Obligation Bond, Proposition 6

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

Approved By: City Manager's Office

Attachments: 1: Professional Services Agreement with Cross Timbers Consulting, LLC
(SW24040)

Recommendation:
No Action Required

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
VILLAGE SQUARE II
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW24040
Agenda Item #25-562**

1.0 Professional Consulting Firm:

1.1 Name: Cross Timbers Consulting, LLC
1.2 Telephone No.: 918-348-9916
1.3 Address: P.O. Box 67
Alex, OK 73002

2.0 Project Name/Location: Village Square II Drainage Improvements between S. Gum Ave. and S. Lions Ave. in the Village Square II and Arrow Park Addition Amended Subdivisions in Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of drainage improvements in 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: \$ 46,175.00
4.2 Agreement Time: 79 calendar days
4.3 Estimated Construction Cost: \$ TBD

5.0 Agreement Approved by the Owner on: April 15, 2025

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cross Timbers Consulting, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to design drainage improvements between Arrow Park Addition Amended and Village Square 2nd Amended subdivisions in the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

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

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT: Cross Timbers Consulting, LLC
P.O. Box 67
Alex, OK 73002
918.348.9916

Contact Name: Rachael Cooper, P.E.
Managing Director

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

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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

CONSULTANT:

Cross Timbers Consulting, LLC

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

By: Tom Edwards
Thomas Edwards, President

Date: 4-17-2025

Date: 4/14/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]



Attest: Carla Edwards

Date: 4/21/2025

Date: 4/14/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of McClain) §

Before me, a Notary Public, on this 14th day of April, 2025, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

8/23/28

Megan Hightower
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 15 day of April, 2025.

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 design of an overland drainage channel to carry flows from the public storm sewer system that flows between the backyards of the Arrow Park Addition Amended and Village Square 2nd Amended subdivisions in the City of Broken Arrow. These documents shall include, but not be limited to, the following: topographic survey, drainage calculations, construction plans detailing the intent of the project, and easement documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT shall perform survey services, prepare construction and bid plans, necessary to construct the storm sewer system.
- 2.2 CONSULTANT shall provide temporary easement and drainage easement exhibits if needed. The OWNER will be responsible for all filing and associated fees.
- 2.3 OWNER shall provide existing hydrology reports, plans, and any other pertinent flow data for this project.
- 2.4 CONSULTANT shall provide consulting services as follows:
Survey Services and Coordination
100% Construction Plans
Bid Plans & Assistance

- 2.5 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the OWNER.
- 2.6 Neither OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with 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 analysis and design 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, Standard Construction Specifications, Traffic Control Manual, City Ordinances and Comprehensive Plan.
 - 3.1.3 Provide OWNER with a list of all proposed sub-consultants and task sub-consultants are responsible to perform.
 - 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 CONCEPTUAL DESIGN PHASE (30%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics for drainage design.
 - 3.2.2 Review existing utilities and identify if any utility relocation will be needed.
 - 3.2.3 Verify survey data provided by OWNER and prepare additional Topographic/Land survey, if needed.
 - 3.2.4 Prepare a budgetary cost estimate for the proposed improvements.
 - 3.2.5 Submit one (1) PDF copy of the conceptual design for review by the OWNER.
 - 3.2.6 The Conceptual Design Phase submittal shall include:
 - Additional Land Survey (if needed)
 - Conceptual (30%) Plans
 - Conceptual (30%) Cost Estimate

- 3.3 PRELIMINARY DESIGN PHASE (60%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Prepare preliminary (60%) drawings for proposed construction.
 - 3.3.2 Prepare preliminary (60%) construction cost estimate.
 - 3.3.3 Attend one (1) meeting to review preliminary (60%) plans.
 - 3.3.4 Submit one (1) PDF copy of preliminary (60%) construction plans and cost estimate, to the OWNER for distribution and review.
- 3.4 FINAL DESIGN PHASE (100%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Prepare final (100%) drawings for proposed construction.
 - 3.4.2 Prepare final (100%) construction cost estimate.
 - 3.4.3 Attend meeting to review final (100%) plans.
 - 3.4.4 Submit one (1) PDF copy of final (100%) construction plans and cost estimate, to the OWNER for distribution and review.
- 3.4 BID DOCUMENTS.
- 3.4.1 Incorporate final design review comments and furnish one (1) pdf copy of complete set of full-size drawings and contract documents and one (1) set of final drawings on electronic media (AutoCAD 2024 or earlier version), and one (1) master set of final specifications on electronic media and paper.
- 3.5 BID ASSISTANCE PHASE:
- 3.5.1 Prepare addenda and answer questions from prospective bidders that are forwarded to the Engineer from the City.
- 3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.7 RECORD DRAWINGS.
- 3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2024 or earlier version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 15 day of April, 2025.

- 1.0 CONCEPTUAL PLANS:** The CONSULTANT shall submit in-full, conceptual (30%) plans, specifications, and cost estimate in accordance with City requirements.
- 2.0 PRELIMINARY PLANS:** The CONSULTANT shall submit in-full, preliminary (60%) plans, specifications, and cost estimate in accordance with City requirements.
- 3.0 FINAL PLANS:** The CONSULTANT shall submit in-full, final (100%) plans, specifications, and cost estimate in accordance with City requirements.
- 4.0 EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, easements required for construction and overland drainage in accordance with City requirements.
- 5.0 BID DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, record drawings in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

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 15 day of April, 2025.

1.0 BASIC COMPENSATION

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

- 1.1 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$25,495.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,600.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,600.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bid Phase Payment: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$1,080.00 for the completion of the Bid Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion in future amendment.
- 1.6 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$400.00 for preparation of record drawings in electronic media (AutoCAD 2024 or earlier version) and PDF format.
- 1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other

indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2025 for engineering services.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

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 15 day of April, 2025.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 15 day of April, 2025.

1.0 CONCEPTUAL DESIGN PHASE:

- 1.1 Notice to Proceed: TBD
- 1.2 Rough Conceptual Cost Estimate: 14 Calendar days from NTP
- 1.3 Land Survey: 30 calendar days from NTP
- 1.4 Prepare Conceptual (30%) Plans: 15 Calendar days from Land Survey
- 1.5 Submit Conceptual (30%) Plans: 5 Calendar days from Land Survey
- 1.6 Owner 30% Review: 14 Calendar days

2.0 PRELIMINARY DESIGN PHASE:

- 2.1 Prepare preliminary plans and specifications (60%): 15 Calendar days from Receiving Owner 30% Review Comments
- 2.2 Submit Preliminary (60%) plans and specifications: 5 Calendar days from Receiving Owner 30% Review Comments
- 2.3 Owner 60% Review: 14 Calendar days

3.0 FINAL DESIGN PHASE:

- 3.0 Prepare final plans and specifications (100%): 15 Calendar days from Receiving Owner 60% Review Comments
- 3.1 Submit Final (100%) plans and specifications: 5 Calendar days from Receiving Owner 60% Review Comments
- 3.2 Owner 100% Review: 14 Calendar days

4.0 BIDDING ASSISTANCE PHASE:

- 4.1 Prepare Bid Documents (plans and specifications): 15 Calendar days from Receiving Owner 100% Review Comments
- 4.2 Submit Bid Documents: 5 Calendar days from Receiving Owner 100% Review Comments

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

**APPENDIX 1
FEE SCHEDULE & PRICE BREAKDOWN**

<i>CTC Staff Position</i>	<i>Hourly Rate (\$/hr)</i>
Project Manager	135
Civil Engineer	200
Engineering Technician	95
Biologist	95
Geospatial Specialist	95
Environmental Specialist	95

COBA-003 (SW24040)	PLAN START	PLAN DURATION	HOURS	FEE
Pre-Design Conference	1	1	2	\$ 670
Visual Inspection	1	1	2	\$ 670
Outline Survey Requirements	3	3	5	\$ 675
Topographic Survey	8	30	LSUM	\$ 5,480
H&H - 2D Model & HY8	38	7	42	\$ 8,400
DAC Public Meeting All Projects	45	1	0	\$ -
30% Plan Review	46	8	48	\$ 9,600
60% Plan Review	54	8	48	\$ 9,600
100% Plan & Easement Delivery	71	8	48	\$ 9,600
Project Bidding Assistance & Bid Docs.	TBD	21	8	\$ 1,080
Record Drawings	TBD	3	2	\$ 400
TOTAL HOURS			565	
			<i>Project Total</i>	\$ 46,175.0



City of Broken Arrow

Request for Action

File #: 25-641, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Approval of and authorization to execute a Proclamation declaring the week of May 4th through 11th, 2025, as National Drinking Water Week in Broken Arrow

Background:

The American Water Works Association (AWWA) has designated May 4th through 11th, 2025 as National Drinking Water Week. For more than 40 years, the AWWA and its members have celebrated this unique opportunity for both water professionals and the communities they serve to recognize the vital role water plays in our daily lives, the infrastructure that is required to carry it to and from homes and businesses, and the important work of water professionals “behind the scenes.”

Whether it’s an operator ensuring the safety and quality of drinking water, a member of a construction crew repairing infrastructure, or an engineer designing a capital project, water professionals work around the clock to ensure tap water is there when you need it.

If approved, the attached proclamation will designate May 4-11, 2025, National Drinking Water Week in Broken Arrow. To commemorate the week, City staff will be encouraging consumers to learn more about the importance of water and water infrastructure, especially in times of crisis.

Staff recommend that the Council approve the proclamation and authorize its execution.

Cost: \$0
Funding Source: N/A
Requested By: Timothy S. Robins, PE - Utilities Director
Approved By: City Manager’s Office
Attachments: Drinking Water Week Proclamation

Recommendation:

Approve and authorize execution of the proclamation declaring May 4th through 11th, 2025 as National Drinking Water Week in Broken Arrow



MAYOR'S PROCLAMATION

WHEREAS, water is our most valuable natural resource; **and**

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; **and**

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; **and**

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; **and**

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; **and**

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues by getting to know their water;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of Broken Arrow, I do hereby proclaim May 4th through 11th, 2025 as:

NATIONAL DRINKING WATER WEEK 2025

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 6th day of May, Two Thousand Twenty-Five.

**City of Broken Arrow Mayor
Debra Wimpee**

Attest:

City Clerk





City of Broken Arrow

Request for Action

File #: 25-616, **Version:** 1

Broken Arrow City Council
Meeting of: 05/06/2025

Title:

Approval of and authorization to execute a Proclamation declaring May 17, 2025 as Kids to Parks Day in the City of Broken Arrow

Background:

The attached proclamation, if approved, will declare May 17, 2025, as Kids to Parks Day in the City of Broken Arrow. The National Park Trust has designated May 17, 2025, as National Kids to Parks Day, which encourages children and families to seek out a local, state, or national park for a day of fun through active learning and building healthy habits. We once again plan to accomplish these objectives through providing family relays, yard games, kids coloring, and water activities at Nienhuis Park (3201 N. 9th Street) on May 17, 2025.

- Kids to Parks Day will start at 10:00am on May 17th and end around 12:00pm.
- During this annual event, the Parks and Recreation Department will be doing family relays, yard games and water activities from 10am-12pm.

We encourage citizens to come out and enjoy Kids to Parks Day at Nienhuis Park on May 17, 2025.

Cost: \$0

Funding Source: Recreation Division Operational Budget

Requested By: Matt Hendren, Director Parks and Recreation

Approved By: City Manager's Office

Attachments: Kids to Parks Day Proclamation 2025

Recommendation:

Approve and authorize the execution of a Proclamation declaring May 17, 2025, as Kids to Parks Day in the City of Broken Arrow

PROCLAMATION

Kids to Parks Day – Saturday, May 17, 2025

Whereas, May 17, 2025 is the fifteenth Kids to Park Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

Whereas, Kids to Park Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

Whereas, Kids to Parks Day will broaden children’s appreciation for nature and the outdoors; and

Whereas, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

Now, Therefore, I, Mayor Debra Wimpee, do hereby recognize May 17, 2025 as Kids to Parks Day.

Signed by the Mayor of Broken Arrow, Oklahoma on this date May 06, 2025.



City of Broken Arrow

Request for Action

File #: 25-624, **Version:** 1

**Broken Arrow City Council
Meeting of: 5/06/2025**

Title:

Approval of and authorization to execute a Proclamation City Council Declaring the Week of May 18-24, 2025, as National Public Works Week in the City of Broken Arrow, OK

Background:

This Proclamation gives the Council an opportunity to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make in protecting our national health, safety, and advancing quality of life for all.

The Proclamation is attached for Council consideration.

Cost: \$0

Funding Source: N/A

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Resolution No. 1649

Recommendation:

Approve a Proclamation designating the week of May 18-24, 2025 as National Public Works Week in Broken Arrow, OK.



PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Broken Arrow; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in City of Broken Arrow to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association be it now,

BE IT RESOLVED, I, Mayor Debra Wimpee, do hereby designate the week of May 18–24, 2025, as

National Public Works Week.

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

Debra Wimpee, Mayor
City of Broken Arrow, Oklahoma



City of Broken Arrow

Request for Action

File #: 25-633, Version: 1

**City Council Meeting
Meeting of: 05-06-2025**

Title:

Approval of the Parks and Recreation Master Plan Leisure Trend Analysis Addendum

Background:

As part of the City of Broken Arrow's commitment to continuous improvement and national best practices, the Parks and Recreation Department is incorporating a national leisure trends analysis into the 2019 Parks and Recreation Master Plan. This update aligns the City's planning practices with the Commission for Accreditation of Park and Recreation Agencies (CAPRA) standards, specifically those related to planning and community needs assessment.

Cost: \$0

Funding Source: None

Requested By: Matt Hendren, Director of Parks and Recreation

Approved By: City Manager's Office

Attachments: Leisure Trend Analysis Addendum

Recommendation:

Approve the Parks and Recreation Master Plan Leisure Trend Analysis Addendum

National Trends in Parks and Recreation (2024–2025)

Local park and recreation agencies across the United States are navigating significant trends that are reshaping facilities, programming, and operations in 2024 and 2025. National organizations like the National Recreation and Park Association (NRPA) have identified a range of emerging themes—from technological innovations to shifts in recreation habits—that are influencing how parks and recreation services are delivered. Below is an overview of key national trends:

TECHNOLOGY AND INNOVATION IN PARKS AND RECREATION

New technologies are rapidly transforming park management and visitor experiences. Artificial Intelligence (AI) is poised to be a disruptive force in the field, affecting “virtually everything we do from this point forward,” according to NRPA. Park agencies are beginning to use AI tools to automate and enhance many tasks: for example, AI chatbots can handle customer inquiries and provide faster responses to residents, while AI-driven analytics can help count visitors, monitor facility systems, and even assist in planning new parks. These applications are already being implemented at a brisk pace rather than being distant ideas. At the same time, the proliferation of mobile apps and smart devices raises privacy concerns. There are more than 1,000 location-aware apps tracking users’ movements, creating real-time location logs wherever people go. This trend has implications for park agencies that use apps for engagement or fitness challenges, highlighting the need to balance technological convenience with privacy protections.

CLIMATE RESILIENCE AND SUSTAINABILITY

With climate change impacts becoming more evident, parks and recreation agencies are increasingly focusing on sustainability and resilience. NRPA observes that we are “approaching, if not already living in, a post-climate change world,” meaning park systems must adapt to more extreme conditions. Parks play a vital role in helping communities cope with climate challenges. They serve as natural infrastructure for stormwater management and flood control, provide shade and cooling to mitigate urban heat islands, and preserve biodiversity. This role will only grow in importance: parks of all sizes will be key to reducing heat-related health risks, preventing flooding, and improving air quality in cities. In fact, the resilience provided by parks may become “one of the most lasting proofs of just how essential parks are to all communities”.

To cope with immediate climate effects like extreme heat, many recreation departments are adjusting programming schedules and facility hours. In hot regions, activities are being shifted to cooler times of day: for example, Austin, Texas running clubs now meet before dawn, and Phoenix has introduced guided night hikes to avoid daytime heat. Some agencies are experimenting with opening parks earlier or staying open later in summer to give residents safe outdoor options during cooler hours. These adaptations reflect a broader trend of climate-responsive management in parks.

EVOLVING RECREATION ACTIVITIES AND AMENITIES

The types of activities people pursue in parks are shifting, and park amenities are evolving accordingly. One of the most notable phenomena is the pickleball boom. Pickleball remains the fastest-growing sport in the nation, continuing its “seemingly unstoppable march” into communities. This paddle sport’s popularity, especially among older adults (though enjoyed by all ages), is generally a positive trend: it promotes healthy, social recreation. impacts but has also led to noise complaints in various communities. Park agencies are addressing these concerns by implementing noise-reduction measures and carefully siting new courts to balance this demand with community needs. In short, pickleball’s rise is forcing creative solutions to balance demand with community impacts.

Other recreational amenities on the rise include dog parks and disc golf courses. Dog ownership spiked during the pandemic, and now 45% of U.S. households include a dog. With 85% of dog owners considering their pets family members, communities are demanding spaces for dogs to exercise and socialize. It’s no surprise that dog parks remain the fastest-growing type of park in America. Many park systems are adding off-leash dog areas, though they face hurdles like securing enough land, funding, and expertise in dog park design. Similarly, disc golf continues to be popular as a low-cost, outdoor activity for a range of ages (some new parks, as we’ll see in Broken Arrow, are planning disc golf courses as part of their amenities).

Finally, park agencies are refreshing their programming and events to align with contemporary interests. A scan of trends for 2024 shows high interest in community-oriented events. Park departments report that family engagement nights (e.g. family movie nights, game nights), seasonal festivals, and fitness programming are drawing strong participation. Even niche offerings like holiday karaoke events or intergenerational activities branded as “eldertainment” and “kidult” programs (playful activities for seniors and for adults who are young at heart) are gaining traction. Partnerships with libraries and other community organizations to co-host events are also on the rise. Many agencies note that expanding these programs, especially festivals, has led them to hire more part-time staff to meet the demand. All of these trends underscore a common theme: parks and recreation in 2024–2025 is not static. It is a dynamic field adapting to technology, climate, and cultural shifts to continue enriching public life.

SHIFTS IN CONSUMER BEHAVIOR AND RECREATION DEMAND

Underlying the national trends is a noticeable shift in consumer behavior related to parks and recreation. Americans’ attitudes, preferences, and usage patterns for recreation activities have evolved in recent years, especially in the wake of the COVID-19 pandemic. Municipal recreation providers are paying close attention to these changes in program demand, outdoor activity preferences, wellness priorities, and technology use among their constituents. Key observations include:

Park Usage and Importance: Americans continue to heavily use and value their local parks. According to NRPA survey data, 7 in 10 U.S. residents visited a local park or recreation facility at least once during the past year. More than three in five people report visiting a park in just the last month, illustrating that park visits are a routine part of life for a majority of the public. Parks are also a factor in life decisions: 84% of U.S. adults say that the presence of nearby high-quality parks and recreation amenities is important when choosing a place to live. Likewise, community surveys show that about 88% of Americans believe it is vital for their local park and rec agency to engage with every member of the community (underscoring expectations for inclusive, accessible services). These figures highlight how parks are seen as essential infrastructure for quality of life and community well-being.

Recreation as Social Connection and Stress Relief: Many people view park activities as a way to bond with family/friends and to improve mental health. In surveys, spending time with family or taking a break from daily stresses consistently emerge as top reasons people visit parks. This aligns with a broader consumer priority on wellness and balance. The pandemic, in particular, reinforced the idea of parks as respite spaces for relaxation, safe socializing, and emotional relief. Now, even as normal routines resume, the public's desire for recreation that supports mental wellness (walking in nature, yoga in the park, peaceful outdoor dining, etc.) remains high. Park agencies are responding by offering more mindfulness programs, outdoor fitness classes, and family-oriented events to foster social connection.

Changes in Outdoor Activity Preferences: A striking post-2020 development is how people's patterns of outdoor physical activity have shifted. Early in the pandemic, outdoor walking and trail use surged as gyms closed and people sought safe activities. Paradoxically, data now shows that overall walking trips have declined by 36% nationwide since 2019. An analysis by transportation analytics firm StreetLight Data found this significant drop in walking activity, with some urban areas in the Midwest seeing declines as high as 50%. One interpretation of this trend, as noted by StreetLight's Emily Adler, is that walking may be becoming primarily a form of recreation rather than transportation. In warmer regions, walking levels have rebounded more (suggesting people are walking for leisure/exercise where it's pleasant), whereas in many cities fewer people are walking to commute or run errands. This shift presents both a challenge and an opportunity for park and recreation departments. The challenge is that more sedentary lifestyles are a public health concern; the opportunity is that parks can actively promote walking and activity. Park professionals are seizing this moment by organizing guided walks, self-guided trail challenges, and community walking clubs to encourage residents to get moving. Such programs – from senior strolls to “walk with a ranger” events – are tailor-made for parks to lead, helping convert the recreational walking trend into improved health outcomes.

Surging Demand for Certain Sports and Activities: The recreational interests of consumers are driving booms in certain activities. As discussed, pickleball has seen an unprecedented surge in participation. This has translated into waitlists for local pickleball leagues, busy courts, and a clamor for more facilities. Many municipalities are

re-purposing underused tennis or basketball courts into pickleball courts to meet demand. Similarly, interest in disc golf and cricket is emerging in communities where these were previously niche activities. The growth of cricket, tied to changing local demographics, indicates that recreation departments must be attuned to cultural shifts – for instance, by adding cricket pitches, kabaddi fields, or other non-traditional sports if there is a community for them. Dog walking and dog park usage have also become a staple of recreation for dog-owning households. Park agencies report heavy use of dog parks and even the rise of dog-centric events (like “yappy hours” or dog-friendly festivals) as consumers seek outlets to recreate with their pets. Overall, people are looking for a diverse array of activities in parks, from high-energy sports to low-impact leisure, and they expect their local park systems to accommodate that diversity.

Program Participation and Community Events: Consumers are showing a strong appetite for community-based recreation programs. After periods of social distancing, there’s increased enthusiasm for events that bring people together. For example, family events and festivals have seen high turnout. Many families with children are eager for safe, local entertainment options – whether it’s outdoor movie nights, seasonal holiday events, or cultural festivals. Parks and recreation departments across the country have noted that family engagement nights, seasonal festivals, fitness classes, and even quirky events like holiday karaoke are “hot” in 2024. Older adults and teenagers alike are seeking more interactive experiences, hence the popularity of “eldertainment” activities (engaging seniors in games, dances, or tech classes) and “kidult” programs (letting adults indulge in playful activities like nerf battles or crafts). This reflects a consumer desire for playfulness and lifelong recreation, people of all ages want opportunities for fun, learning, and socializing beyond traditional age-segmented programs. Additionally, community priorities around education and literacy have led to joint programs between parks and libraries (for instance, story walks in parks or library-hosted workshops in recreation centers). Such collaborations make programs more enriching and draw in broader audiences.

Integration of Technology in Recreation Experiences: The impact of technology on consumer behavior is multifaceted. On one hand, technology has enabled new forms of recreation, for example, fitness apps that turn park trails into interactive courses, augmented reality games in parks, or simply the ability to discover parks via online maps and social media. Many people now use smartphone apps to find hiking paths or to track their exercise in the park. On the other hand, the ubiquity of tech can compete with outdoor time (excessive screen time) or raise concerns when tech follows people into the park. The previously mentioned location-tracking apps are a double-edged sword: they help individuals record their runs or bike rides, but they also mean that a person’s presence in a public park is being logged by third parties. We’re also seeing the rise of tech-enhanced recreation equipment (like smart bikes, VR fitness games) which could change how people exercise. For park agencies, meeting consumers’ tech expectations might involve providing Wi-Fi in parks, offering charging stations, or using social media influencers to promote park programs. In fact, social networks and influencers play a growing role in recreation decisions—trendy park features or photogenic spots can go viral, suddenly increasing visitor interest. Consumers now

often discover recreation opportunities online first. The parks and recreation field is adjusting by boosting its digital engagement and possibly by exploring futuristic offerings (like the drone food delivery concept) that align with tech-friendly lifestyles.

In summary, today’s recreation consumers are health-conscious, community-minded, and tech-aware. They prioritize inclusive, convenient, and meaningful experiences whether that means a well-maintained trail for a calming walk, a pickleball court for friendly competition, or a community festival to connect with neighbors. Understanding these preferences is crucial for municipal parks and recreation departments as they plan programs and allocate resources.

To illustrate some of these consumer and participation trends, the following table summarizes a few key examples:

Activity or Program	Trend Insight
Walking	Recreational walking is popular, yet overall walking trips are down 36% since 2019; parks are promoting walking groups to counter sedentary behavior.
Pickleball	Fastest-growing sport nationally, attracting all ages. Demand for courts is high, though noise complaints have led cities to implement new rules and noise mitigation.
Dog Parks	Dog ownership at ~45% of households drives the creation of more dog parks. Off-leash areas are the fastest-growing park amenity type, though securing land and funding remains a challenge.
Family & Community Events	High interest in family fun nights, seasonal festivals, and intergenerational activities (“eldertainment,” “kidults”). Many agencies are expanding such programs and hiring extra staff to run them.
Tech-Enhanced Recreation	Growing use of apps, fitness trackers, and drones in outdoor recreation. Early adopters embrace conveniences like drone-delivered refreshments in parks, and agencies are exploring tech to improve experiences.

These examples demonstrate how consumer behavior is steering parks and recreation services. Agencies that stay attuned to these trends are better able to plan facilities and programs that resonate with their community’s needs.

Specific Trends Impacting Parks and Recreation Services

DIVERSIFICATION OF RECREATION ACTIVITIES

New and growing recreational activities such as pickleball, walking soccer, outdoor fitness challenges, and nature-based programs are gaining traction across a broad range of users. To remain responsive, Broken Arrow must adapt facility designs and program offerings to reflect these emerging preferences.

Continued growth of outdoor participation

Outdoor recreation participation reached a record high in 2024, with over 175.8 million Americans engaging in activities such as hiking, biking, and wildlife observation. Enhancing trail systems, greenways, and open space preserves should remain a high planning priority.

Intergenerational and community-centric programming

There is an increased emphasis on developing programs and spaces that serve multiple generations together. Recreation offerings that blend fitness, culture, arts, and environmental education are in demand to create stronger community connections.

Infrastructure Modernization and Facility Maintenance

Maintaining and upgrading existing park facilities is increasingly prioritized nationwide to ensure safety, accessibility, and user satisfaction. Regular reinvestment in infrastructure is essential for sustaining high-quality service levels.

Environmental Sustainability

Agencies are adopting sustainable design practices, enhancing native landscapes, and focusing on ecological preservation in both new development and renovation projects. These practices contribute to community resilience and long-term resource stewardship.

STRATEGIC IMPLICATIONS FOR BROKEN ARROW

The findings from this Leisure Trends Analysis directly inform the Department's comprehensive planning initiatives. To align with current and future trends, Broken Arrow Parks and Recreation should prioritize:

Expansion of walkable park access and connected trail networks.

Development of flexible indoor recreation spaces and outdoor adventure opportunities.

Strategic investment in aquatics facilities and nature-based recreation.

Integration of smart technology and user experience enhancements.

Strengthening of sustainability practices and natural resource conservation.

CONCLUSION

The City of Broken Arrow Parks and Recreation Department is committed to evidence-based planning and continuous improvement. This Leisure Trends Analysis demonstrates an understanding of national and emerging recreation trends and ensures the Department's strategies are forward-looking, community-centered, and aligned with CAPRA standards. Through proactive adaptation to these trends, Broken Arrow will continue to provide exceptional recreation opportunities, preserve the city's natural assets, and enhance the overall quality of life for its residents.



City of Broken Arrow

Request for Action

File #: 25-515, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for construction of erosion mitigation and repair of the leaking pond spillway at Shenandoah Valley at Battle Creek

Background:

The case was brought before the Drainage Advisory Committee on April 28, 2025 for construction funds. The Committee voted 7-0 to recommend approval of expenditure of funds.

The proposed project in Reserve A of the Shenandoah Valley at Battle Creek subdivision is to mitigate erosion and construct repairs to the leaking detention pond spillway.

The Property Owners Association (POA) is requesting a partnership with the City to repair the leaking pond. The DAC previously approved funds for an engineering study that was completed in 2023. The POA has contracted with a private firm to complete the construction plans that were completed in September 2024.

Site investigations confirmed that the pond is leaking and eroding around the spillway and that a 10-inch sanitary sewer is directly under the spillway.

At the October 28, 2024 Committee Meeting, staff requested and the Committee recommended \$45,000.00 of the 2018 GO Bond, Proposition 6 for construction costs. The project was bid and the bid opening was April 15, 2025. The low bidder came in at \$69,250.00. Staff is requesting an additional \$32,000.00 to cover the additional construction cost.

This area flows to Ford Creek (Unnamed).

Cost: \$32,000.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:

Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds for construction of erosion mitigation and repair of the leaking pond spillway at Shenandoah Valley at Battle Creek

PROJECT REPORT

DATE:	April 23, 2025
NAME	Shenandoah Valley At Battle Creek POA – Chuck Buck
ADDRESS / LOCATION	Reserve A Shenandoah Valley At Battle Creek
WATERSHED	Ford Creek (unnamed)
ESTIMATE	\$32,000.00
CASE NO.	25-009

DESCRIPTION	
<p>Shenandoah Valley at Battle Creek consists of two subdivision, Shenandoah Valley at Battle Creek I and Shenandoah Valley at Battle Creek II, located north of W Omaha St and east of N Aspen Ave. These subdivisions were platted in 1999 and 2001 respectively. The requested project is located in Reserve “A” that is shared by both subdivisions. The Property Owners Association (POA) is requesting a partnership with the City to repair their leaking pond dam. The DAC previously approved funds for an engineering study for mitigation that was completed in 2023. The POA contracted with a private firm to complete the engineered plans for construction. These plans were complete in September 2024.</p> <p>Site investigations confirmed that the dam is leaking and eroding around the spillway and that a sanitary sewer is directly under the spillway.</p> <p>\$45,000.00 was recommended by the DAC at the October 2024 meeting. The low bidder came in at \$69,250.00. Staff is requesting an additional \$32,000.00 to cover the additional construction cost.</p> <p>Original Case No. 24-015 presented 10/28/2025.</p> <p>Original Case No. 22-005 presented 8/29/2022.</p>	
BENEFIT	
<p>The potential benefit of the dam/spillway repair would be to protect the 10-inch sanitary sewer line.</p>	
RECOMMENDATION	
<p>Staff recommend approval of an additional \$32,000.00 in construction funds to mitigate erosion and repair the leaking dam/spillway.</p>	
COMPLETED BY:	Patrick P. Wilson
DATE:	4/22/2025

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Tuesday, September 17, 2024 4:50 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #: 3490834
IP Address: 50.214.247.170
Submission Date: 09/17/2024 4:49
Survey Time: 8 minutes, 25 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Owner Name

Shenandoah Valley at Battle Creek Property Owners Association

Phone

(918) 892-5365

Email

chuck_buck@hotmail.com

Owner Mailing Address

PO Box 1742

Broken Arrow, OK 74013

Address of Property with Drainage Problem

N/A

Broken Arrow, OK

Location of Drainage Issue on Property

West of the intersection of W. Sandusky Street and N. Oak Avenue

Description of Problem

Earthen dam belonging to our Property Owner Association and about 24 years old is leaking around spillway. Two previous attempted repairs have been unsuccessful. An engineering study of the dam has been completed with recommendations made. A copy of the engineering report is available.

Please attach photos depicting the Drainage Issue

Thank you,

City of Broken Arrow

From: BrokenArrowOK.gov webmaster <webmaster@brokenarrowok.gov>
Sent: Tuesday, September 17, 2024 4:50 PM
To: Wilson, Patrick <PWilson@brokenarrowok.gov>; Engineering & Stormwater <engineering.stormwater@brokenarrowok.gov>
Subject: *NEW SUBMISSION* Drainage Advisory Committee Project Application

Drainage Advisory Committee Project Application

Submission #: 3490834
IP Address: 50.214.247.170
Submission Date: 09/17/2024 4:49
Survey Time: 8 minutes, 25 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Owner Name

Shenandoah Valley at Battle Creek Property Owners Association

Phone

(918) 892-5365

Email

chuck_buck@hotmail.com

Owner Mailing Address

PO Box 1742

Broken Arrow, OK 74013

Address of Property with Drainage Problem

N/A

Broken Arrow, OK

Location of Drainage Issue on Property

West of the intersection of W. Sandusky Street and N. Oak Avenue

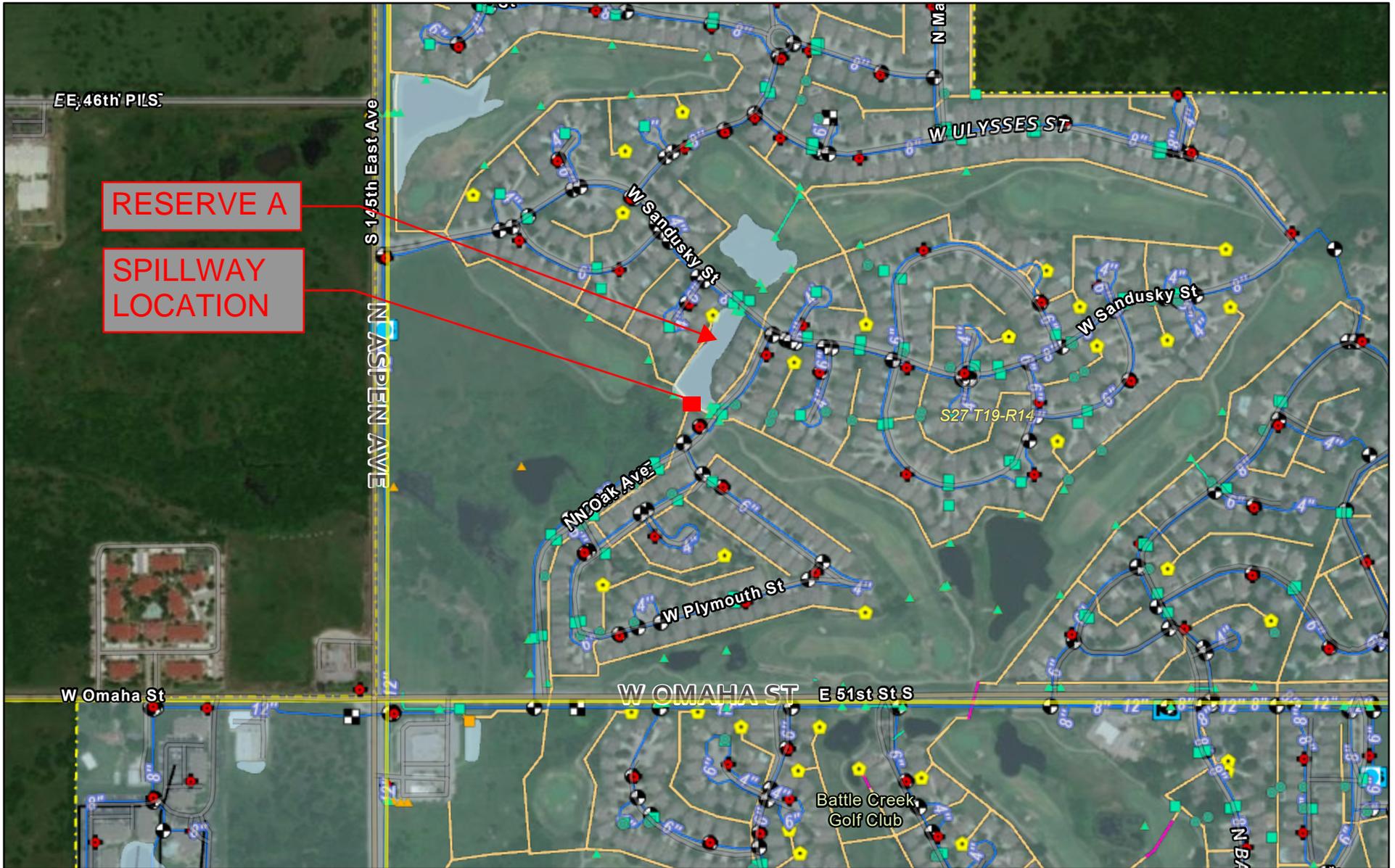
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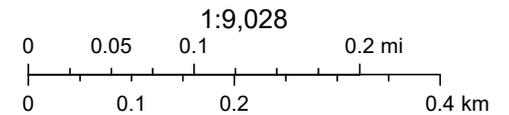
Thank you,
City of Broken Arrow

Shenandoah Valley At Battle Creek



8/22/2022, 11:52:35 AM

- | | | | | |
|------------------|-----------------|---------------------------------|-----------------------|---------|
| Sections (PLSS) | Detention Ponds | Private | Other | Manhole |
| Address Points | NO | Stormwater Structures (Private) | Stormwater Structures | Other |
| Stormwater Lines | Inlet | Inlet | | |
| Broken Arrow | | | | |



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, City of Tulsa, US Census Bureau, INCOG, & unknown, Sources: Esri, HERE,

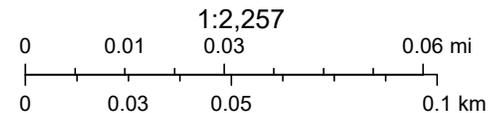
ArcGIS Web AppBuilder

Aerial View



8/23/2022, 2:46:01 PM

- | | | | | | |
|-----------------|-----------------------|---------|--------------------|----------------|--------------------|
| Parcels | Stormwater Lines | Manhole | wMains | wHydrants | ssGravityMain |
| Sections (PLSS) | Broken Arrow | Other | Polyvinyl Chloride | Service Meters | Polyvinyl Chloride |
| Address Points | Stormwater Structures | Gate | wSystem Valves | ssManhole | No Inspection |
| | Inlet | | | | |



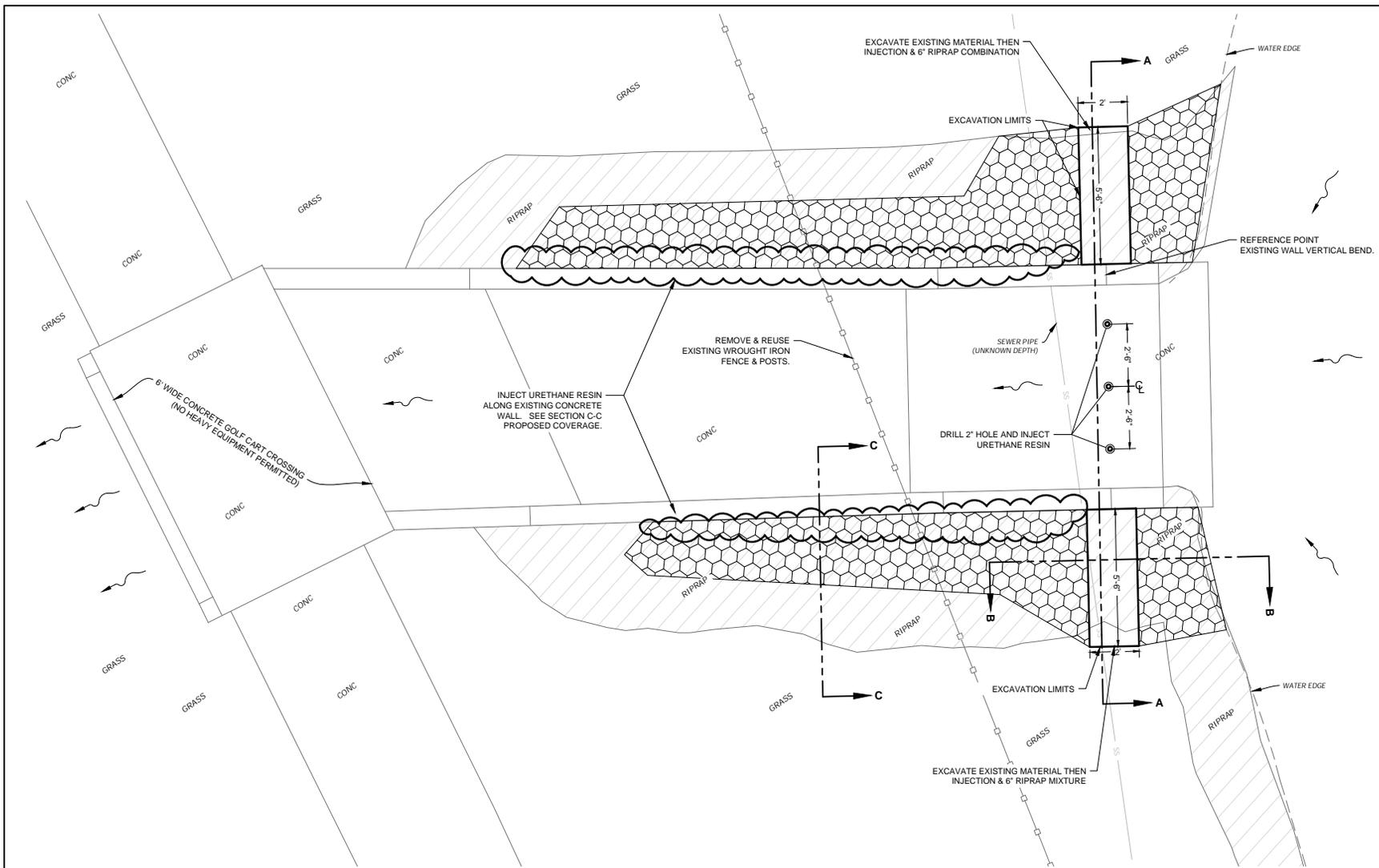
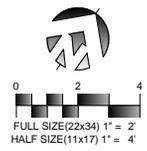
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community, City of Tulsa, US Census Bureau, INCOG, & unknown, Sources: Esri, HERE,











1 PROJECT OVERVIEW
 FULL SIZE SCALE (22x34): 1" = 2'
 HALF SIZE SCALE (11x17): 1" = 4'

PRELIMINARY
 "This document is preliminary in nature, and is not a final signed and sealed document."



**SHENANDOAH VALLEY AT BATTLE CREEK
 POND OUTLET STRUCTURE
 PROJECT: SW23030**

PROJECT OVERVIEW

DATE	REVISIONS	DESIGN	DRAFTED	DATE
		DAK	ZLM	10/15/2024
		REVIEWED		PROJECT NO.
				SW23030
		APPROVED	SHEET	04
			OF	05



City of Broken Arrow

Request for Action

File #: 25-576, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute a Resolution of Necessity to Condemn Property located at 13427 East 131st Street South and at 13461 East 131st Street South, Broken Arrow, OK 74011, located in Section 4, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the Willow Springs Lift Station Replacement, Parcels 1.1, 1.A, 2.1 and 2.A (Project No. 2154300)

Background:

The City of Broken Arrow's Right-of-Way Agent contacted the property owners Rodney A. Copelin and Lisa D. Copelin in relation to the acquisition of parcels of land for the Willow Springs Lift Station Replacement. The Copelins did not accept the City's offer. No counteroffer was made by the Copelins.

The City's Right-of-Way Agent has attempted unsuccessfully to negotiate with The Copelins on Parcels 1.1, 1.A, 2.1 and 2.A located at 13427 East 131st Street South and at 13461 East 131st Street South, Broken Arrow, Oklahoma, Section 4 Township 17 North, Range 14 East. The attached Resolution of Necessity No. 1650 recommends that condemnation proceed on Parcels 1.1, 1.A, 2.1 and 2.A, for the described parcels.

Cost: \$13,140.00 plus costs

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Resolution No. 1650
Right of Way Agent's Log

Recommendation:

Approve Resolution No. 1650 and authorize its execution.

RESOLUTION NO. 1650

A RESOLUTION OF NECESSITY TO CONDEMN PROPERTY LOCATED AT 13427 EAST 131ST STREET SOUTH AND AT 13461 EAST 131ST STREET SOUTH IN BROKEN ARROW, OKLAHOMA, LOCATED IN SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA, FOR THE WILLOW SPRINGS LIFT STATION REPLACEMENT, PARCELS 1.1, 1.A, 2.1 AND 2.A (PROJECT NO. 2154300)

WHEREAS, Rodney A. Copelin and Lisa D. Copelin, own or otherwise claim some interest in certain real property identified as Parcels 1.1, 1.A, 2.1, and 2.A, located at 13427 East 131st Street South and at 13461 East 131st Street South, Broken Arrow, OK 74011 in Section 4, Township 17 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma; generally located north of 131st Street South and east of South 133rd East Avenue; and

WHEREAS, The Broken Arrow City Council desires to acquire the parcels for the public purpose of the Willow Springs Lift Station Replacement; and

WHEREAS, these real properties are legally described as follows:

**PARCEL 1.1
PERMANENT UTILITY EASEMENT:**

The North 25.00 feet of the South 49.75 feet of the East 130.00 feet of the West 680.00 feet of the Southeast Quarter of the Southwest Quarter of Section Four (4), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

**PARCEL 1.A
TEMPORARY CONSTRUCTION EASEMENT:**

The North 15.00 feet of the South 64.75 feet of the East 130.00 feet of the West 680.00 feet of the Southeast Quarter of the Southwest Quarter of Section Four (4), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

**PARCEL 2.1
PERMANENT UTILITY EASEMENT:**

The North 25.00 feet of the South 49.75 feet of the East 195.00 feet of the West 550.00 feet of the Southeast Quarter of the Southwest Quarter of Section Four (4), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

**PARCEL 2.A
TEMPORARY CONSTRUCTION EASEMENT:**

The North 15.00 feet of the South 64.75 feet of the East 195.00 feet of the West 550.00 feet of the Southeast Quarter of the Southwest Quarter of Section Four (4), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

WHEREAS, the parties hereto have duly entered negotiations for the voluntary purchase of easements, but the negotiations have not been successful; and

WHEREAS, the City is prepared and will tender the full amount of the Commissioners' Award prior to entering into possession.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Broken Arrow, Oklahoma that condemnation is necessary taking for a public purpose to allow for the Willow Springs Lift Station Replacement project;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Attorney is authorized to initiate a condemnation action.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 6th day of May, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

RIGHT OF WAY AGENT'S LOG

PROPERTY LOCATION:

Rodney A. Copelin and Lisa D. Copelin
13427 East 131st Street South **and** 13461 East 131st Street South
Broken Arrow, OK 74011
Part of the Northeast & Southeast Quarter
Section 4 Township 17 North, Range 14 East

PARCEL NO: 1.1, 1.A, 2.1, 2.A**PROJECT NO:** 2154300
COUNTY: TULSA**SECURED (awaiting title report)****OWNER/ADDRESS/TELEPHONE:**

Rodney A. Copelin and Lisa D. Copelin

PROPERTY DIRECTIONS:

The property is located north of
131st Street South and east of
133rd East Avenue, Entrance on
north side

MAILING ADDRESS:

13627 South 129th East Avenue
Broken Arrow, OK 74011

MORTGAGES:Mortgage:**Borrower:** Rod Copelin and Lisa Copelin**Original Amount:** \$97,500**Recorded:** November 29, 2011**Lender:** BOKF, NA DBA Bank of Oklahoma**Dated:** November 22, 2011**Instrument No.** 2011104945Mortgage:**Borrower:** Rodney A. Copelin and Lisa D. Copelin**Original Amount:** \$164,000**Recorded:** May 23, 2024**Lender:** AVB Bank**Dated:** May 20, 2024**Instrument No.** 2024041333**AUTHORIZED NEGOTIATION AMOUNT:**

	Original	Revised	OFFER	AMOUNT
Perm UE P-1.1	0.08 Acres		\$85,000/Acre x 75%	\$5,100.00
Temp Const. Ease. P-1.A	0.06 Acres		\$85,000/Acre x 10%	\$425.00
Perm UE P-2.1	0.11 Acres		\$85,000/ Acre x 75%	\$7,013.00
Temp Const. Ease. P-2.A	0.07 Acres		\$85,000/Acre x 10%	\$595.00

IMPROVEMENTS:

None

DAMAGES:

None

JUST COMPENSATION TOTAL: \$13,140.00**REPORT OF ALL CONTACTS:****09/05/2024**

An introduction letter was sent to the property owners with information on the upcoming project along with detailed exhibit pages and an owner contact information page to be filled out and returned in a self-addressed-stamped-envelope. AO

9/10/2024

USPS Certified mail receipt for delivery 70191120000022743746

9/23/2024

No response received from Property Owner; Introductory Letter was resent.AO

9/25/2024

USPS Certified mail receipt for delivery 70191120000022743692

10/23/2024

KP spoke with Rod Copelin-he was open to further discussion.

11/08/2024

Texted RC requesting that he contact KP next week, if possible, to continue discussions. AO

11/22/2024

KP left voicemail with Rod Copelin requesting a call back.

12/23/2024

Offer letter mailed. AO

12/26/2024

USPS Certified mail receipt for delivery 70191120000022743265

1/23/2025

Final Offer mailed. AO

1/24/2025

USPS Certified mail receipt for delivery 9589071052701810784262

2/05/2025

Left voicemail with RC to request their decision on the offer. AO

2/10/2025

AO: Texted RC to make contact; called RC to discuss the project and answer questions; spoke with RC and referred him to KP to discuss further project questions; KP spoke with RC. AO emailed plan pages to RC.

2/13/2025

Sent follow up text to RC to answer his questions and ensure his concerns had been addressed; asked if he had made a decision on the offer. RC replied he was waiting for design information, questioned the effect of future right-of-way for road widening, and stated the offer was too low. Asked RC if he'd received email with design plans and location and answered his questions. AO

3/3/2025

Texted RC to ask if he had further questions and if he wanted to submit a counteroffer amount. Discussion was had regarding the value and appraisals. RC replied he would rather not have raw sewage on his property. AO

3/05/2025

KP ordered appraisal; AO requested title. AO

3/26/2025

Appraisal received. AO

4/01/2025

Revised Final Offer mailed via Certified Mail #9589071052701896650550. AO

4/02/2025

Texted RC to notify him a new, higher, offer was being sent. AO

4/17/2025

Certified mail was not picked up-USPS returning to sender.

4/22/2025

AO requested title status from JF.

4/24/2025

Preferred Condemnation letter mailed via regular and certified mail.

4/26/2025

Preferred condemnation letter received 04/26/2025 USPS Certified mail receipt for 9589071052701896652295.

4/28/2025

Certified Mail #9589071052701896650550 returned to sender 4/28/2025.

LEGEND:

KP – Karen Pax, Right of Way Agent for the City of Broken Arrow, Oklahoma

AO – Amy O’Laughlin, Right of Way Agent for the City of Broken Arrow, Oklahoma

RC – Rodney A. Copelin – Property Owner

JF – Joe Francis, Attorney, Kivell, Rayment and Francis, P.C.



City of Broken Arrow

Request for Action

File #: 25-555, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Brentwood Drainage Improvements project (2453170)

Background:

This project is to add storm sewer pipes and grates to an existing drainage system to help reduce ponding on W. Atlanta Ct., West of the intersection of S. Beech Ave. and W. Atlanta Ct. in the Brentwood Subdivision. The project was advertised March 25th, 2025 and April 1st, 2025. Four (4) bids were received on April 15th, 2025. The lowest bidder was Cherokee Pride Construction, LLC for \$72,650.00. The engineer's estimate for the project was \$50,750.50.00.

Cost: \$72,650.00

Funding Source: 2018 General Obligation Bond and Streets Sales Tax

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Cherokee Pride Construction Inc. and approve and authorize execution of a construction contract for the Brentwood Drainage Improvements project (2453170)

2453170 Brentwood Drainage Improvements (#9588553)															
Owner: Broken Arrow, City of															
Solicitor: Broken Arrow, City of															
04/15/2025 01:45 PM CDT															
					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		Gober Construction LLC - Tulsa, OK		TimberWolf Excavating LLC		Stronghand LLC		
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid	1	202(A)	Unclassified Excavation	Cu Yd	44.3	\$25.00	\$1,107.50	\$100.00	\$4,430.00	\$50.00	\$2,215.00	\$150.00	\$6,645.00	\$198.64	\$8,799.75
	2	221(G)	Temporary Fiber Log	Ln Ft	10	\$7.00	\$70.00	\$50.00	\$500.00	\$15.00	\$150.00	\$20.00	\$200.00	\$49.54	\$495.40
	3	230(A)	Solid Slab Sodding	Sq Yd	25	\$6.00	\$150.00	\$10.00	\$250.00	\$8.00	\$200.00	\$20.00	\$500.00	\$60.18	\$1,504.50
	4	303(A)	Aggregate Base Type A (8")	Cu Yd	22.3	\$60.00	\$1,338.00	\$100.00	\$2,230.00	\$80.00	\$1,784.00	\$65.00	\$1,449.50	\$309.58	\$6,903.63
	5	310(B)	Subgrade, Method B	Sq Yd	100	\$4.00	\$400.00	\$2.00	\$200.00	\$10.00	\$1,000.00	\$50.00	\$5,000.00	\$38.56	\$3,856.00
	6	414(A)	P.C. Concrete Pavement (Placement)(6")	Sq Yd	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$59.00	\$5,900.00	\$68.00	\$6,800.00	\$79.21	\$7,921.00
	7	414(G)	P.C. Concrete For Pavement (6")	Cu Yd	16.7	\$200.00	\$3,340.00	\$500.00	\$8,350.00	\$400.00	\$6,680.00	\$485.00	\$8,099.50	\$253.57	\$4,234.62
	8	609(A)	Concrete Curb (6" Barrier-Integral)	Ln Ft	17.5	\$20.00	\$350.00	\$40.00	\$700.00	\$100.00	\$1,750.00	\$125.00	\$2,187.50	\$76.80	\$1,344.00
	9	611(A)	5' Dia. Manhole, Complete In Place	Ea	2	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$16,000.00	\$12,500.00	\$25,000.00	\$11,687.83	\$23,375.66
	10	611(G)	Inlet CI Des. 2	EA	4	\$6,000.00	\$24,000.00	\$7,000.00	\$28,000.00	\$6,500.00	\$26,000.00	\$14,500.00	\$58,000.00	\$6,125.97	\$24,503.88
	11	613(E)	18" Corrugated Polypropylene Pipe (CPP), Complete in Place	Ln Ft	36	\$80.00	\$2,880.00	\$200.00	\$7,200.00	\$75.00	\$2,700.00	\$120.00	\$4,320.00	\$204.01	\$7,344.36
	12	619(B)	Removal of Curb	Ln Ft	85	\$7.00	\$595.00	\$20.00	\$1,700.00	\$30.00	\$2,550.00	\$15.00	\$1,275.00	\$218.49	\$18,571.65
	13	619(B)	Removal of Existing Pipe	Ln Ft	10	\$40.00	\$400.00	\$25.00	\$250.00	\$100.00	\$1,000.00	\$20.00	\$200.00	\$1,701.09	\$17,010.90
	14	619(B)	Removal of Concrete Pavement	Sq Yd	121	\$20.00	\$2,420.00	\$40.00	\$4,840.00	\$38.00	\$4,598.00	\$15.00	\$1,815.00	\$48.51	\$5,869.71
	15	629(D)	Remove and Reset Mailbox	Ea	2	\$350.00	\$700.00	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$500.00	\$1,000.00	\$385.96	\$771.92
Base Bid Total:							\$50,750.50		\$72,650.00		\$74,927.00		\$122,491.50		\$132,506.99

I Certify that this is a true and correct Tabulation of Bids Received at 1:45pm on April 15th, 2025. 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.


 Sarah Walters, P.E., CFM
 Stormwater Project Manager



City of Broken Arrow

Request for Action

File #: 25-554, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to award the lowest responsible bid to Cherokee Pride Construction Inc., and approve the execution of a construction contract for the Shenandoah Valley at Battle Creek Outlet Structure project (SW23030)

Background:

This project is to mitigate erosion and construct repairs to the leaking detention pond spillway in Reserve A of the Shenandoah Valley at Battle Creek Subdivision. The project was advertised March 25th, 2025 and April 1st, 2025. One (1) bid was received on April 15th, 2025. The lowest bidder was Cherokee Pride Construction, Inc. for \$69,250.00. The engineer's estimate for the project was \$25,950.00.

Cost: \$69,250.00

Funding Source: 2018 General Obligation Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Cherokee Pride Construction Inc. and approve and authorize execution of a construction contract for the Shenandoah Valley at Battle Creek Outlet Structure project (SW23030)

SW23030 Shenandoah Valley at Battle Creek Outlet Structure (#9588557)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

04/15/2025 01:45 PM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok	
						Unit Price	Extension	Unit Price	Extension
Base Bid	1	202(A)2200	Unclassified Excavation	Cu Yd	2	\$500.00	\$1,000.00	\$4,000.00	\$8,000.00
	2	415 7100	Concrete Joint Sealing	Ln Ft	40	\$20.00	\$800.00	\$150.00	\$6,000.00
	3	426(D) 1500	Polyurethane Injection for Pavement	LB	339	\$50.00	\$16,950.00	\$50.00	\$16,950.00
	4	601(A) 1100	Type 1 Plain Rip-Rap (Size=6")	Ton	14	\$300.00	\$4,200.00	\$200.00	\$2,800.00
	5	641 2110	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$27,500.00	\$27,500.00
	6	880(I) 7110	Construction Traffic Control	LS	1	\$800.00	\$800.00	\$1,000.00	\$1,000.00
	7	SPEC	Water Pressure Wash	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
	8	SPEC	Remove & Reinstall Fence	LS	1	\$200.00	\$200.00	\$4,500.00	\$4,500.00
Base Bid Total:							\$25,950.00		\$69,250.00

I Certify that this is a true and correct Tabulation of Bids Received at 1:45pm on April 15th, 2025. 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.

Sarah Walters, P.E., CFM
Stormwater Project Manager



City of Broken Arrow

Request for Action

File #: 25-603, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Award the lowest responsible bid to Gober Construction LLC, and approve and authorize the execution of a construction contract for the E. Natchez St. and 8th St. Culvert Replacement project (SW21020)

Background:

This project is to replace culvert pipes with boxes and adding storm sewer inlets under S. 8th Street in the Indian Springs Manor Addition S. of E. Jasper St. (W. 131st E. Ave.) and west of S. 177th E. Ave. The project was advertised April 1st, 2025 and April 8th, 2025. Four (4) bids were received on April 22nd, 2025. The lowest bidder was Gober Construction LLC for \$324,821.90. The engineer's estimate for the project was \$428,786.45.

Cost: \$324,821.90

Funding Source: 2018 General Obligation Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Gober Construction LLC and approve and authorize execution of a construction contract for the E. Natchez St. and 8th St. Culvert Replacement project (SW21020)

SW21020 E. Natchez St. and 8th St. Culvert Replacement (#9281961)															
Owner: Broken Arrow, City of															
Solicitor: Broken Arrow, City of															
04/22/2025 01:45 PM CDT															
						Engineer Estimate		Gober Construction LLC - Tulsa, OK		Cherokee Pride Construction Inc./ Sapulpa,		Wyatt Contracting, Inc.		Bright Lighting Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	201(A)	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$2,700.00	\$2,700.00	\$1,478.00	\$1,478.00
	2	202(A)	Unclassified Excavation	Cu Yd	128	\$20.00	\$2,560.00	\$8.00	\$1,024.00	\$20.00	\$2,560.00	\$57.00	\$7,296.00	\$69.00	\$8,832.00
	3	220	SWMPP Document and Management	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$507.00	\$507.00
	4	221(B)	Temporary Silt Fence	Ln Ft	308	\$4.00	\$1,232.00	\$8.00	\$2,464.00	\$3.00	\$924.00	\$5.00	\$1,540.00	\$1.60	\$492.80
	5	221(H)	Inlet Protection	Ea	2	\$15.00	\$30.00	\$500.00	\$1,000.00	\$200.00	\$400.00	\$400.00	\$800.00	\$147.00	\$294.00
	6	221(F)	Temporary Rock Filter Dam Type 2	Cu Yd	35	\$80.00	\$2,800.00	\$100.00	\$3,500.00	\$40.00	\$1,400.00	\$150.00	\$5,250.00	\$148.00	\$5,180.00
	7	230(A)	Solid Slab Sod	Sq Yd	162	\$12.00	\$1,944.00	\$7.00	\$1,134.00	\$5.00	\$810.00	\$18.00	\$2,916.00	\$15.00	\$2,430.00
	8	240(A)	Removing Trees 13" to 18" Diameter	Ea	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$4,000.00	\$8,000.00	\$100.00	\$200.00	\$2,753.00	\$5,506.00
	9	242	Stabilized Construction Exit	Ea	1	\$5,500.00	\$5,500.00	\$6,200.00	\$6,200.00	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$4,435.00	\$4,435.00
	10	509(A)	Class AA Concrete	Cu Yd	286	\$800.00	\$228,800.00	\$340.00	\$97,240.00	\$400.00	\$114,400.00	\$500.00	\$143,000.00	\$746.00	\$213,356.00
	11	511(A)	Reinforcing Steel	Lbs	45657	\$1.85	\$84,465.45	\$0.70	\$31,959.90	\$1.00	\$45,657.00	\$1.50	\$68,485.50	\$2.90	\$132,405.30
	12	600	(PL) Site Cleanup	LS	1	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,478.00	\$1,478.00
	13	601(B)	Type 1 Plain Rip-Rap with Filter Blanket	Ton	199	\$100.00	\$19,900.00	\$85.00	\$16,915.00	\$160.00	\$31,840.00	\$60.00	\$11,940.00	\$80.00	\$15,920.00
	14	609(B)	Conc. Curb (6" Barrier - Integral)	Ln Ft	113	\$20.00	\$2,260.00	\$110.00	\$12,430.00	\$30.00	\$3,390.00	\$30.00	\$3,390.00	\$51.00	\$5,763.00
	15	610(A)	4" Concrete Sidewalk	Sq Yd	13	\$100.00	\$1,300.00	\$375.00	\$4,875.00	\$100.00	\$1,300.00	\$82.50	\$1,072.50	\$596.00	\$7,748.00
	16	611(A)	(PL) Manhole (4' Dia.)	Ea	1	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$2,870.00	\$2,870.00	\$5,255.00	\$5,255.00
	17	611(G)	Inlet CI Des. 2	Ea	1	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$5,670.00	\$5,670.00	\$5,795.00	\$5,795.00
	18	611(G)	Inlet CI Des. 2(B)	Ea	1	\$5,500.00	\$5,500.00	\$8,500.00	\$8,500.00	\$6,000.00	\$6,000.00	\$6,810.00	\$6,810.00	\$6,810.00	\$6,810.00
	19	613(A)	43" x 26" R.C. Pipe Arch Class A-III	Ln Ft.	10	\$215.00	\$2,150.00	\$350.00	\$3,500.00	\$250.00	\$2,500.00	\$210.00	\$2,100.00	\$698.00	\$6,980.00
	20	613(E)	12" Corrugated Polypropylene Pipe	Ln Ft	10	\$50.00	\$500.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$74.25	\$742.50	\$148.00	\$1,480.00
	21	613(E)	18" Corrugated Polypropylene Pipe	Ln Ft	61	\$60.00	\$3,660.00	\$65.00	\$3,965.00	\$105.00	\$6,405.00	\$59.00	\$3,599.00	\$98.00	\$5,978.00
	22	619(B)	Removal of Concrete Curb	Ln Ft	60	\$6.00	\$360.00	\$35.00	\$2,100.00	\$10.00	\$600.00	\$9.25	\$555.00	\$24.00	\$1,440.00
	23	619(B)	Removal of Concrete	Sq Yd	157	\$20.00	\$3,140.00	\$50.00	\$7,850.00	\$10.00	\$1,570.00	\$17.00	\$2,669.00	\$56.00	\$8,792.00
	24	619(B)	Removal of Concrete Lined Drainage Channel	Cu Yd	30	\$20.00	\$600.00	\$100.00	\$3,000.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00	\$394.00	\$11,820.00
	25	619(B)	Removal of Sidewalk	Sq Yd	13	\$25.00	\$325.00	\$25.00	\$325.00	\$20.00	\$260.00	\$10.00	\$130.00	\$113.00	\$1,469.00
	26	619(B)	Removal of Drainage Inlets	Ea	2	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$443.00	\$886.00
	27	619(B)	Removal of Existing 60" x 48" Pipes	Ln Ft	180	\$30.00	\$5,400.00	\$150.00	\$27,000.00	\$20.00	\$3,600.00	\$16.00	\$2,880.00	\$66.00	\$11,880.00
	28	619(B)	Removal of 42" x 29" Corr. Galv. Steel Arch Pipe	Ln Ft	12	\$30.00	\$360.00	\$150.00	\$1,800.00	\$20.00	\$240.00	\$10.00	\$120.00	\$123.00	\$1,476.00
	29	642(B)	Construction Staking Level II	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,592.00	\$6,592.00
	30	BA301	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$14,713.90	\$14,713.90
	31	BA316	Pavement Cut and Repair	Ln Ft	30	\$400.00	\$12,000.00	\$100.00	\$3,000.00	\$600.00	\$18,000.00	\$575.00	\$17,250.00	\$682.00	\$20,460.00
	32	BA313F	Flowable Fill	Cu Yd	44	\$175.00	\$7,700.00	\$285.00	\$12,540.00	\$150.00	\$6,600.00	\$250.00	\$11,000.00	\$467.00	\$20,548.00
	33	BA330C	Plain Concrete (Class BA3)	Cu Yd	30	\$110.00	\$3,300.00	\$350.00	\$10,500.00	\$200.00	\$6,000.00	\$430.00	\$12,900.00	\$483.00	\$14,490.00
	34	BA330C	Plain Concrete (Class BA Fiber)	Cu Yd	12	\$125.00	\$1,500.00	\$375.00	\$4,500.00	\$1,000.00	\$12,000.00	\$500.00	\$6,000.00	\$630.00	\$7,560.00
Base Bid Total:						\$428,786.45		\$324,821.90		\$338,656.00		\$369,385.50		\$560,250.00	

I certify that this is a true and correct Tabulation of Bids Received at 1:45pm on April 22nd, 2025. 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.


 Sarah Walters, P.E., CFM
 Stormwater Project Manager



City of Broken Arrow

Request for Action

File #: 25-604, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Award the lowest responsible bid to Wyatt Contracting, Inc., and approve and authorize the execution of a construction contract for the Stoneridge and Elm Drainage Improvements - Package F Regional Detention Pond (SW1910)

Background:

This project is to construct a regional detention facility W. of N. Elm Pl. and south of the Broken Arrow Expressway, adjacent to the Oak Tree Estates Subdivision. The project was advertised April 1st, 2025 and April 8th, 2025. Four (4) bids were received on April 22nd, 2025. The lowest bidder was Wyatt Contracting, Inc. for \$375,449.50. The engineer's estimate for the project was \$356,820.00.

Cost: \$375,449.50

Funding Source: 2018 General Obligation Bond

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Wyatt Contracting, Inc. and approve and authorize execution of a construction contract for the Stoneridge and Elm Drainage Improvements - Package F Regional Detention Pond (SW1910)

SW1910 Stoneridge and Elm Drainage Improvements - Package F Regional Detention Pond (#9600420)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

04/22/2025 01:45 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Wyatt Contracting, Inc.		Gober Construction LLC - Tulsa, OK		Ground Level, LLC		Cherokee Pride Construction Inc./	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	201(A)	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$35,000.00	\$35,000.00	\$12,500.00	\$12,500.00	\$67,000.00	\$67,000.00	\$30,000.00	\$30,000.00
	2	202(A)	Unclassified Excavation	Cu Yd	7850	\$22.00	\$172,700.00	\$13.50	\$105,975.00	\$18.00	\$141,300.00	\$18.00	\$141,300.00	\$20.00	\$157,000.00
	3	202(F)	Embankment Grading	Cu Yd	3322	\$2.50	\$8,305.00	\$8.00	\$26,576.00	\$10.00	\$33,220.00	\$11.00	\$36,542.00	\$20.00	\$66,440.00
	4	220	SWPPP Documentation and Management	LS	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00
	5	221(C)	Temporary Silt Fence	Ln Ft	650	\$3.00	\$1,950.00	\$8.80	\$5,720.00	\$6.00	\$3,900.00	\$8.00	\$5,200.00	\$3.00	\$1,950.00
	6	221(D)	Temporary Sediment Filter	Ea	2	\$320.00	\$640.00	\$440.00	\$880.00	\$1,000.00	\$2,000.00	\$495.00	\$990.00	\$200.00	\$400.00
	7	229	Ditch Liner Protection	Ln Ft	720	\$12.00	\$8,640.00	\$4.00	\$2,880.00	\$12.00	\$8,640.00	\$4.00	\$2,880.00	\$30.00	\$21,600.00
	8	230(A)	Solid Slab Sodding	Sq Yd	19200	\$3.75	\$72,000.00	\$4.00	\$76,800.00	\$6.00	\$115,200.00	\$4.00	\$76,800.00	\$4.00	\$76,800.00
	9	242	Stabilized Construction Entrance	Ea	1	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00
	10	601(B)	Type I Plain Rip-Rap with Filter Blanket	Ton	23	\$75.00	\$1,725.00	\$86.00	\$1,978.00	\$175.00	\$4,025.00	\$69.00	\$1,587.00	\$150.00	\$3,450.00
	11	613(EE)	36" Corrugated Polypropylene Pipe	Ln Ft	42	\$130.00	\$5,460.00	\$151.75	\$6,373.50	\$200.00	\$8,400.00	\$75.00	\$3,150.00	\$200.00	\$8,400.00
	12	613(L)	36" Prefab. Culvert End Section, Round	Ea	1	\$2,000.00	\$2,000.00	\$6,255.00	\$6,255.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
	13	SPEC	Class BA2 Concrete	Cu Yd	36	\$500.00	\$18,000.00	\$655.00	\$23,580.00	\$350.00	\$12,600.00	\$632.00	\$22,752.00	\$200.00	\$7,200.00
	14	SPEC	10' Wide Gravel Access Road	Cu Yd	119	\$100.00	\$11,900.00	\$83.00	\$9,877.00	\$210.00	\$24,990.00	\$49.00	\$5,831.00	\$80.00	\$9,520.00
	15	SPEC	Inlet Works	Ea	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$12,000.00	\$12,000.00	\$33,432.00	\$33,432.00	\$50,000.00	\$50,000.00
	16	SPEC	Outlet Works	Ea	1	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$9,882.00	\$9,882.00	\$20,000.00	\$20,000.00
	17	SPEC	Low Water Crossing	Ea	1	\$8,000.00	\$8,000.00	\$5,555.00	\$5,555.00	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00
	18	SPEC	Rock Check Dam	Ea	3	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00	\$3,200.00	\$9,600.00	\$1,000.00	\$3,000.00
Base Bid Total:						\$356,820.00			\$375,449.50		\$423,275.00		\$439,246.00		\$485,260.00

I certify that this is a true and correct Tabulation of Bids Received at 1:45pm on April 22nd, 2025. 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.

Sarah Walters, P.E., CFM
Stormwater Project Manager



City of Broken Arrow

Request for Action

File #: 25-611, **Version:** 1

**Broken Arrow City Council
Meeting of: 05-06-25**

Title:

Approval of and authorization to reprogram fiscal year 2025 Capital Improvement Project No. 2530090 to purchase one 2025 Chevrolet Traverse from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract No. 1000009315

Background:

On July 17, 2024 the City Council voted and adopted the Annual Budget for Fiscal Year 2025. In an effort to be transparent, it is internal policy to bring to your attention a request to reappropriate funds from one project to another or reappropriate funds for a new project or purchase not already approved as part of the current annual budget.

The funding source for this vehicle purchase request was originally allocated to the purchase of a Fentanyl testing device, however, we have determined this is not the best use of funds. The police department is seeking council approval for the reallocation of funds to purchase this vehicle.

The State of Oklahoma currently has three vendors with competitive bids for mid-sized utility vehicles (SUV's). Law Enforcement agencies throughout the State of Oklahoma can purchase vehicles at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at lower prices. The Police Department is seeking to purchase one (1) mid-sized utility vehicle from the state bid contract. This vehicle will be used as a dedicated travel vehicle for police department personnel traveling out of town to training and conferences.

Vance Chevrolet submitted a state bid price of \$37,843.00 for the 2025 Chevrolet Traverse.

Funds have been appropriated and are available in the Police Department's Public Safety Sales Tax Capital Improvement and Asset Forfeiture Funds.

Cost: \$37,843.00

Funding Source: PSST Project 2530090 / Asset Forfeiture-Fund 331

Requested By: Lance Arnold, Police Chief

Approved By: City Manager's Office

Attachments: Vance Contract

Recommendation:

Approve and authorize reprogramming fiscal year 2025 Capital Improvement Project #2530090 to purchase

File #: 25-611, Version: 1

one 2025 Chevrolet Traverse from Vance Chevrolet, pursuant to the Oklahoma Statewide Vehicle Contract #1000009315

VANCE CHEVROLET BUICK, GMC OF MIAMI

FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000552011



QUOTE

DATE	4/3/2025
QUOTE NUMBER	000Q16682
EXPIRATION DATE	4/9/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT

PO NUMBER

SOLD TO: **CITY OF BROKEN ARROW** **SHIP TO:** **CITY OF BROKEN ARROW**

City of Broken Arrow
Brandon Tener
PO BOX 610
Broken Arrow, OK 74012
(918)521-8705

City of Broken Arrow
Brandon Tener
PO BOX 610
Broken Arrow, OK 74012
(918)521-8705

Any Questions? Call 405-282-3800
Britt Woods

Britt@VanceFleet.Com

Qty	OPTION	Description	Unit Price	Ext. Price
1	1LB56	2025 CHEVROLET TRAVERSE	\$37,843.00	\$37,843.00
1	1LT	LT PREFERRED EQUIPMENT GROUP	\$0.00	\$0.00
1	LK0	2.5L TURBO DOHC SIDI VVT	\$0.00	\$0.00
1	MF8	8SPD AUTO TRANS	\$0.00	\$0.00
1	ABE	7PASSENGER SEATING 2-2-3 CONFIGURATION	\$0.00	\$0.00
1	QO5	225/65R18 ALL SEASON TIRES	\$0.00	\$0.00
1	SGE	18" GRAZEN METALLIC MACHINED FACE ALUMINUM WHEELS	\$0.00	\$0.00
1	VKE	FRONT TAG BRACKET	\$0.00	\$0.00
1	GAZ	EXTERIOR : SUMMIT WHITE	\$0.00	\$0.00
1	HQB	INTERIOR : CLOTH LT JET BLACK	\$0.00	\$0.00

Accepted By: _____

Terms:

THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.

1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

SUB-TOTAL	\$37,843.00
TAG/TAXES	\$0.00
TOTAL DUE	\$37,843.00



City of Broken Arrow

Request for Action

File #: 25-549, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

Background:

This request for a variance is to allow for a lot split on the subject tract, to create 4 lots as shown on the attached Exhibit. The property has been platted as part of Lot 1, Block 1, Timber Ridge Business Park, is zoned IL (Industrial Light)/PUD-259 and is located approximately one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street).

Timber Ridge Business Park Plat was filed with Wagoner County on May 17th, 2019. The applicant has requested to split the subject property into 4 tracts. Section 5.1 of the Land Subdivision Code states that all lot splits which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract. Article 1 Section 1.4 provides the Planning Commission the authority in administration as a governing body. The applicant is requesting approval by the Planning Commission to create four lots from the original platted Lot 1 Block 1 Timber Ridge Business Park Plat.

A lot split application has not been applied for, but the applicant has expressed the desire to submit a lot split similar to the proposed exhibit if this variance is approved. This property is currently undeveloped.

The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on April 10, 2025. No one spoke in favor of or in opposition to this item.

File #: 25-549, Version: 1

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Land Subdivision Code Section 5.1
Exhibit
Timber Ridge Business Park Plat

Recommendation:

Approve the variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park.



City of Broken Arrow

Request for Action

File #: 25-393, Version: 1

**Broken Arrow Planning Commission
04-10-2025**

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

Consideration, discussion and possible approval of a variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, approximately 3.08 acres, IL (Industrial Light)/PUD-259, located one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

Background:

Applicant: Tim Terral

Owner: Cheryl Pfeffer

Developer: N/A

Location: One half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street)

Size of Tract Approximately 3.08 acres

Number of Lots: 1

Present Zoning: IL (Industrial Light)/PUD-259

Comp Plan: Level 6 (Regional Employment/Commercial)

This request for a variance is to allow for a lot split on the subject tract, to create 4 lots as shown on the attached Exhibit. The property has been platted as part of Lot 1, Block 1, Timber Ridge Business Park, is zoned IL (Industrial Light)/PUD-259 and is located approximately one half mile west of Evans Road (225th East Avenue) and south of Kenosha Street (71st Street).

Timber Ridge Business Park Plat was filed with Wagoner County on May 17th, 2019. The applicant has requested to split the subject property into 4 tracts. Section 5.1 of the Land Subdivision Code states that all lot splits which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract. Article 1 Section 1.4 provides the Planning Commission the authority in administration as a governing body. The applicant is requesting approval by the Planning Commission to create four lots from the original platted Lot 1 Block 1 Timber Ridge Business Park Plat.

A lot split application has not been applied for, but the applicant has expressed the desire to submit a lot split similar to the proposed exhibit if this variance is approved. This property is currently undeveloped.

Attachments:

Land Subdivision Code Section 5.1

Exhibit

Timber Ridge Business Park Plat

Recommendation:

Staff recommends that the variance to section 5.1 of the Land Subdivision Code for Timber Ridge Business Park, be approved.

Reviewed By: Amanda Yamaguchi

Approved By: Rocky Henkel

HMB



NCE NO. 3710

An ordinance amending Section 5.1, Lot Splits of the Land Subdivision Code; repealing all ordinances or parts of ordinances in conflict herewith; and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I. Section 5.1, Lot Splits of the Land Subdivision Code is hereby amended to read as follows:

Lot Splits

- a. **APPLICABILITY:** The procedures of this section may be used instead of the subdivision procedures for all:
 - 1) Lot splits, which are non-exempt land divisions of platted or unplatted property resulting in the creation of no more than three (3) lots, including any remainders of the parent tract and
 - 2) Lot combinations, which combine multiple, abutting lots into a single lot or alter the boundary between or reconfigure the shapes of abutting lots without creating more lots than existed before the lot line combination occurred.
- b. **SURVEY.** The Planning Commission may require applicants for a lot split to submit a sketch, plat, record of survey, and any other information it deems pertinent to its determination.
- c. **PUBLIC UTILITIES.** Applications for lot splits shall be signed by the Engineering and Construction Director, Utilities Department Director, or their designees, and the various private utilities to establish the existence of adequate public easements to serve the resulting lots prior to being submitted to the Planning Commission.
- d. **PLANNING COMMISSION REVIEW.** Any proposed lot split shall be submitted to the Planning Commission for review. If the Planning Commission is satisfied that such proposed lot split is not contrary to the applicable regulations, it shall approve such lot splits within thirty (30) days after submission, and upon presentation of a conveyance of said resulting parcel, shall stamp the same "I hereby certify that this Lot Split was approved by the Broken Arrow Planning Commission on _____ BAL No. " _____ " and be signed by the official designated by the Planning Commission

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

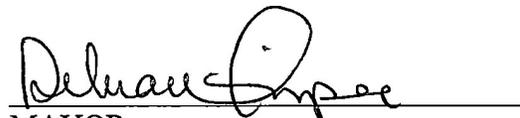
SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 16th day of August, 2021.

ATTEST:


(Seal) CITY CLERK




MAYOR

APPROVED:

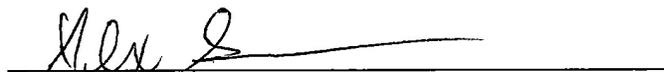
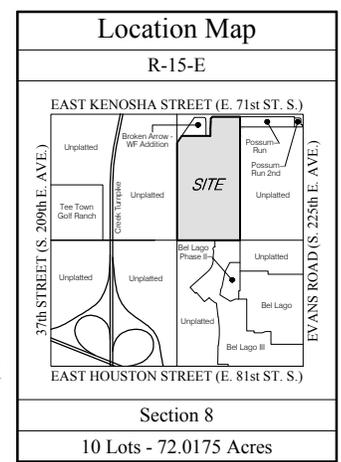
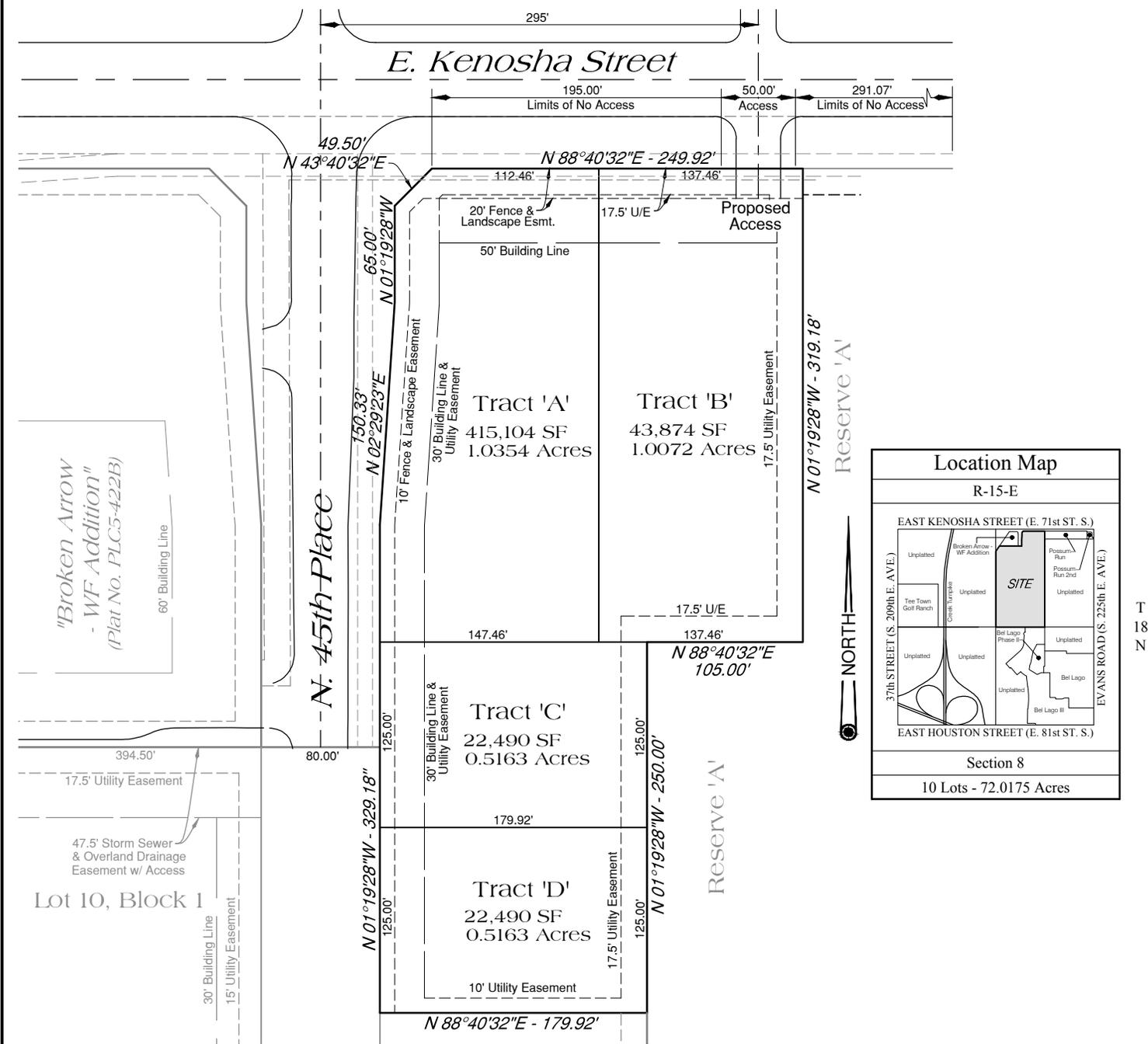

CITY ATTORNEY

Exhibit "A"



PROPOSED CHANGE OF ACCESS EXHIBIT

Parent Tract



Tulsa Engineering & Planning Associates
 9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
 Phone: 918-252-9621 Fax: 918-340-5999
 Civil Engineering, Land Surveying, Land Planning
 Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025



Job No: 24-110
 Scale: 1" = 100'
 Date: 3/18/2025

Planned Unit Development 259

Timber Ridge Business Park

A subdivision in the City of Broken Arrow, being a part of the W/2 of the NE/4 of Section 8, Township 18 North, Range 15 East of the Indian Meridian, Wagoner County, State of Oklahoma

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.

9820 East 41st Street, Suite 102
Tulsa, Oklahoma 74146
918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2019



100 50 0 100 200 300

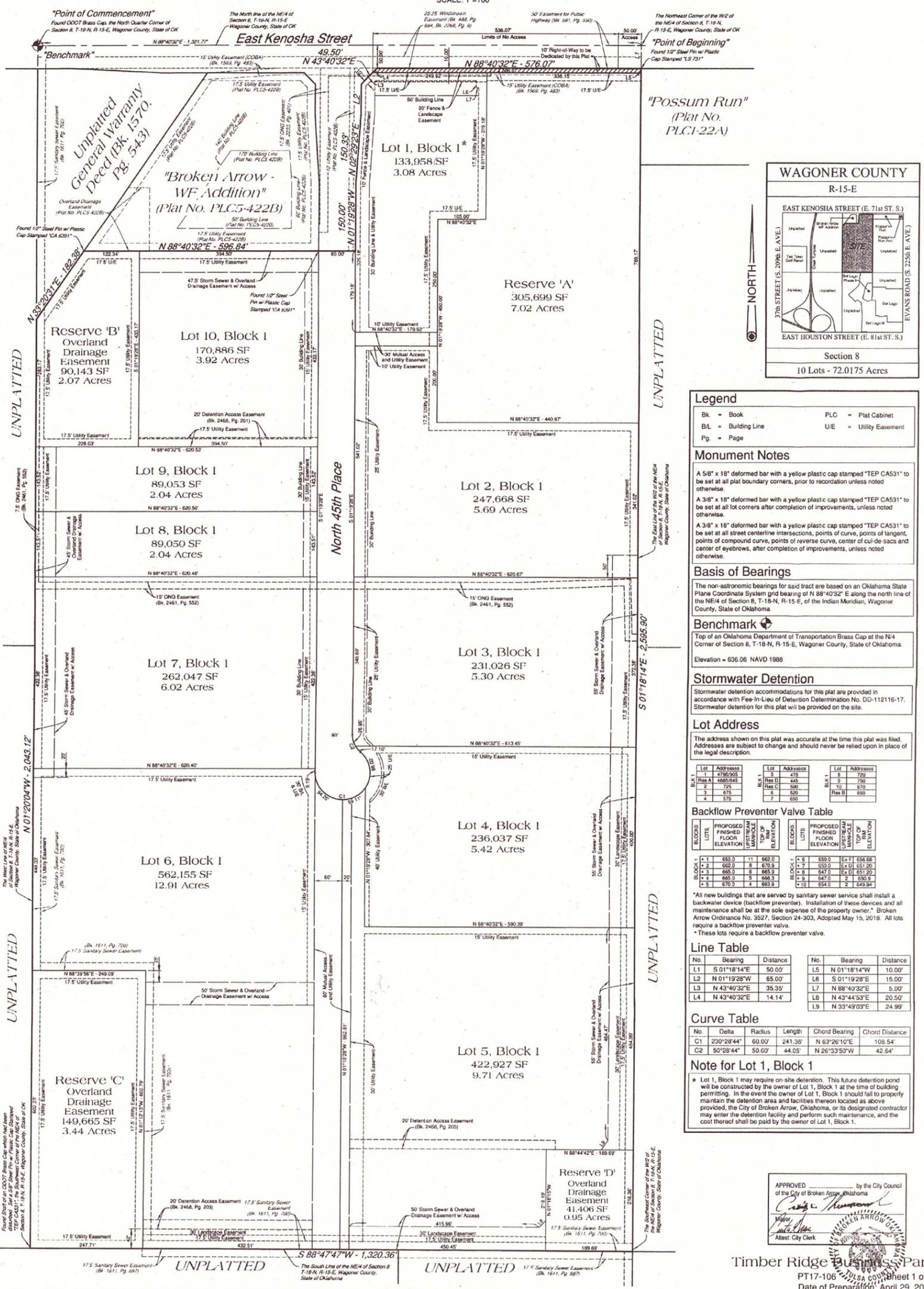
SCALE: 1"=100'

OWNER / DEVELOPER

JM Assets, LP

a Texas limited partnership
4203 Spinnaker Cove
Austin, TX 78731
512.657.6789

I, the undersigned, the duly qualified and acting county Treasurer of Wagoner County, Wagoner, Oklahoma, hereby certify that according to the above description the taxes on the above description are paid.



Legend

Bk. = Book
BL = Building Line
Pg. = Page

PLC = Plat Cabinet
UE = Utility Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for said tract are based on an Oklahoma State Plane Coordinate System grid bearing of N 88°40'32" E along the north line of the NE/4 of Section 8, T-18-N, R-15-E, of the Indian Meridian, Wagoner County, State of Oklahoma.

Benchmark

Top of an Oklahoma Department of Transportation Brass Cap at the NE/4 Corner of Section 8, T-18-N, R-15-E, Wagoner County, State of Oklahoma.
Elevation = 636.06 NAVD 1988

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-112116-17. Stormwater detention for this plat will be provided on the site.

Lot Address

The address shown on this plat was accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Lot	Address	Lot	Address	Lot	Address
1	4785/505	5	475	8	720
2	485/545	6	750	9	750
3	725	7	500	10	670
4	675	8	530	11	650
		9	525		

Backflow Preventer Valve Table

BLOCK	LOT	PROPOSED FINISHED FLOOR ELEVATION			
BLOCK 1	1	655.0	662.0	662.0	662.0
	2	662.0	670.0	670.0	670.0
	3	665.0	665.0	665.0	665.0
	4	665.0	666.0	666.0	666.0
BLOCK 2	5	670.0	670.0	670.0	670.0
	6	647.0	647.0	647.0	647.0
	7	647.0	647.0	647.0	647.0
	8	650.0	650.0	650.0	650.0

*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 Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.
*These lots require a backflow preventer valve.

Line Table

No.	Bearing	Distance	No.	Bearing	Distance
L1	S 01°18'14"E	50.00'	L5	N 01°18'14"W	10.00'
L2	N 01°19'28"W	65.00'	L6	S 01°19'28"E	15.00'
L3	N 43°40'32"E	35.35'	L7	N 88°40'32"E	5.00'
L4	N 43°40'32"E	14.14'	L8	N 43°44'53"E	20.50'
			L9	N 33°49'03"E	24.99'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	230°28'44"	60.00'	241.35'	N 6°26'10"E	108.54'
C2	50°28'44"	50.00'	44.05'	N 26°33'50"E	42.64'

Note for Lot 1, Block 1

* Lot 1, Block 1 may require on-site detention. This future detention pond will be constructed by the owner of Lot 1, Block 1 at the time of building permitting. In the event the owner of Lot 1, Block 1 should fail to properly maintain the detention area and facilities thereon located as above provided, the City of Broken Arrow, Oklahoma, or its designated contractor may enter the detention facility and perform such maintenance, and the cost thereof shall be paid by the owner of Lot 1, Block 1.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma
Cathy L. [Signature]
Mayor
Allyson [Signature]
Allyson City Clerk

Timber Ridge Business Park
PT17-106
Date of Preparation: April 29, 2019

PLC 5 - 449B

Doc # 2019-5980 B: 2500 P: 0494
05/17/2019 11:28:52 AM Pg: 1 of Pgs: 3
Fee: \$ 150.00
Lori Hendricks, Wagoner County Clerk
Wagoner County - State of Oklahoma





City of Broken Arrow

Request for Action

File #: 25-505, **Version:** 1

**Broken Arrow City Council
Meeting of: 5-6-2025**

Title:

Approval of and authorization to execute Change Order No. 3 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)

Background:

The BA Public Works Field Office project is to renovate the building for field services personnel
Change Order #3 addresses the following additions/deletions/changes to the contract:

- To add a 20-day change in contract time due to lack of response on trench drain submittals. This held up plumbing work and inspections

The total cost for Change Order #3 amounts to \$0.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$131,173.86
This Change Order(s):	\$0.00
Total Cost of Change Orders:	\$131,173.86
Original Contract Amount:	\$1,700,314.98
Revised Contract Amount:	\$1,831,488.84
Percent Change in Contract:	7.71%
Applicable to Comp. Bid Act:	7.71%

Cost: \$1,831,488.84

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: BA Public Works Field Office Change Order 3

Recommendation:

File #: 25-505, Version: 1

Approve and authorize execution of Change Order #3 with Ascend Commercial Builders for the BA Public Works Field Office Project (2217090)

Contract Change Order #1

Project Name: Public Works Field Office Renovations Project Number: 2217090
 Project Location: 2301 S. 1st Pl Date of Application: Monday, April 7, 2025
 Contractor: Ascend Builders LLC Submitted By: Travis Ohnemus

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:

- Change in contract time, adding 20 days in contract time due to lack of response on trench drain submittals. This held up plumbing work
- 1) and inspections.
 - 2)

Change in Contractual Project Time:

- 1) Includes 20 day increase in contract time for issues detailed above
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Adding time for work that was delayed due to lack of response.				\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$ 131,173.86	Original Contract Amount:	\$ 1,700,314.98
Current Change Order:	\$ -	Amended Contract Amount:	\$ 1,831,488.84
Total Cost of Change Orders:	\$ 131,173.86	Percent Change in Contract:	7.71%
Total Cost Applicable to CBA:	\$ 131,173.86	Percent Change Applicable to CBA:	7.71%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>-</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	Travis Ohnemus	<i>Travis Ohnemus</i>	4/7/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>	4/10/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>	4/15/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>	4/16/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
City Manager:	Michael Spurgeon		
	<small>Name</small>	<small>Signature</small>	<small>Date</small>

This Change is Executed Through:

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



City of Broken Arrow

Request for Action

File #: 25-553, Version: 1

**Broken Arrow City Council
Meeting of: 5-06-25**

Title:

Approval of and authorization to execute Change Order No. 1 with Becco Contractors Inc for the Houston St Widening (ST2028)

Background:

The Houston st Widening Project is to widen and improve Hoston St from Garnett to Olive Ave. Storm box improvements, utility relocation, and entrance improvements are all part of this project

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

- To install a portable longitudinal barrier wall install necessary drainage work.
- There is a 0 day change in contract time.

The total cost for Change Order #2 amounts to \$

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0,000.00
This Change Order(s):	\$14,000.00
Total Cost of Change Orders:	\$14,000.00
Original Contract Amount:	\$5,718,000.00
Revised Contract Amount:	\$5,732,000.00
Percent Change in Contract:	0.24%
Applicable to Comp. Bid Act:	0.24%

Cost: \$5,732,000.00

Funding Source: 2018 GO Bond Funds

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

Approved By: City Manager's Office

Attachments: Change order #1 Houston St Widening

Recommendation:

Approval of and authorization to execute Change Order #1 with Becco Contractors Inc for the Houston St Widening (ST2028)

Contract Change Order # 1

Project Name: Houston Street Widening, Garnett Road to Olive Ave Project Number: ST2028
 Project Location: Houston Street, Garnett Road to Olive Ave Date of Application: Wednesday, September 25, 2024
 Contractor: Becco Contractors, Inc Submitted By: Ryan Fransisco

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) Portable Longitudinal Barrier Wall
- 2)

Change in Contractual Project Time:

- 1) 0 Days
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Portable Longitudinal Barrier Wall	LF	\$ 35.00	400	\$ 14,000.00
						\$ -
						\$ -
Total Change Cost:						\$ 14,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 5,718,000.00
Current Change Order:	\$ 14,000.00	Amended Contract Amount:	\$ 5,732,000.00
Total Cost of Change Orders:	\$ 14,000.00	Percent Change in Contract:	0.24%
Total Cost Applicable to CBA:	\$ 14,000.00	Percent Change Applicable to CBA:	0.24%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>14,000.00</u> has been reviewed by all parties and is recommended for approval by:
Contractor Submitting Change Order: <u>Ryan Fransisco</u> <i>Ryan Fransisco</i> <u>9/25/24</u> <small>Name Signature Date</small>
Construction Division Manager: <u>Nathanael T. Kohl, PE</u> <i>Nathanael Kohl</i> <u>4/10/2025</u> <small>Name Signature Date</small>
Director of Engineering & Construction: <u>Charlie Bright, PE</u> <i>Charlie Bright</i> <u>4/10/2025</u> <small>Name Signature Date</small>
Assistant City Manager - Operations: <u>Kenneth D Schwab, PE</u> <i>Kenneth Schwab</i> <u>4/11/2025</u> <small>Name Signature Date</small>
City Manager: <u>Michael Spurgeon</u> _____ <u> </u> <small>Name Signature Date</small>

This Change is Executed Through:

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



City of Broken Arrow

Request for Action

File #: 25-649, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Change Order No. 1 with Crossland Heavy Contractors for the Events Park Infrastructure Project (2417210)

Background:

The Events Park Infrastructure project is to provide infrastructure for a private-public partnership with the new Sunset Amphitheater located at Events Park.

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

- Construct a new Parks Maintenance Facility to provide storage and office space for the parks department field crews.

The total cost for Change Order #1 amounts to \$0

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$0
Total Cost of Change Orders:	\$0
Original Contract Amount:	\$23,358,567.02
Revised Contract Amount:	\$23,358,567.02
Percent Change in Contract:	0%
Applicable to Comp. Bid Act:	0%

Cost: \$0

Funding Source: STCI and BAEDA

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

Approved By: City Manager's Office

Attachments: Events Park Infrastructure Change Order #1

Recommendation:

Approve and authorize to execute Change Order #1 with Crossland Heavy Contractors for the Events Park Infrastructure Project (2417210)

Contract Change Order # 1

Project Name: Events Park Infrastructure Project Number: 2417210
 PO Number: 22402935 Date of Application: Wednesday, April 30, 2025
 Contractor: Crossland Heavy Contractors Submitted By: T. Drummand

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) Construct new Parks Department Storage Facility including but not limited to: site work, utilities, building structure, and exterior finish system. Work does not include interior buildout and finishes.
- 2)

Change in Contractual Project Time:

- 1) None
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: Phase I Construction Documents

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		N/A				\$ -
						\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$	-	Original Contract Amount:	\$	23,358,567.02
Current Change Order:	\$	-	Amended Contract Amount:	\$	23,358,567.02
Total Cost of Change Orders:	\$	-	Percent Change in Contract:		0.00%
Total Cost Applicable to CBA:			Percent Change Applicable to CBA:		0.00%

Change Order Authorization

Change Order # <u>1</u>	in the sum of:	\$	-	has been reviewed by all parties and is recommended for approval by:
Contractor Submitting Change Order:	Trace Drummond	<i>Trace Drummond</i>		5/1/2025
	Name	Signature		Date
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>		5/1/2025
	Name	Signature		Date
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>		5/1/2025
	Name	Signature		Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>		5/2/2025
	Name	Signature		Date
City Manager:	Michael Spurgeon			Date
	Name	Signature		Date

This Change is Executed Through:

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

Council Agenda Number: _____

City Clerk: _____



City of Broken Arrow

Request for Action

File #: 25-592, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute Change Order No. 1 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)

Background:

The Concrete Panel Replacement Turtle Creek Phase 2 project is to rehabilitate the neighborhood concrete streets.

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

- Remove and replace a section of the French drains that are attached to the curb and gutter and reconnect them to the curb.
- Lowering of the inlet box to allow water to drain.

The total cost for Change Order #1 amounts to \$6000.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0.00
This Change Order(s):	\$6,000.00
Total Cost of Change Orders:	\$6,000.00
Original Contract Amount:	\$525,489.00
Revised Contract Amount:	\$531,489.00
Percent Change in Contract:	1.14%
Applicable to Comp. Bid Act:	1.14%

Cost: \$531,489.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Turtle Creek Phase 2 CO 1

Recommendation:

Approval of and authorization to execute Change Order No. 1 with Gober Construction LLC for the Concrete Panel Replacement Turtle Creek Phase 2 (ST23030)

Contract Change Order # 1

Project Name: Concrete Panel Replacement Turtle Creek 2 Project Number: ST23030
 Project Location: Broken Arrow Ok Date of Application: Tuesday, April 1, 2025
 Contractor: Gober Construction LLC Submitted By: 4/1/2025

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

- 1) Remove and replace a section of the french drains that are attached to the curb and gutter and re connect them to the curb.
- 2) Lowering of inlet box to allow water to drain.

Change in Contractual Project Time:

- 1)
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		French Drain Connection	Ea	\$ 400.00	12	\$ 4,800.00
1		Lowering of storm inlet	Ea	\$ 1,200.00	1	\$ 1,200.00
						\$ -
Total Change Cost:						\$ 6,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 525,489.00
Current Change Order:	\$ 6,000.00	Amended Contract Amount:	\$ 531,489.00
Total Cost of Change Orders:	\$ 6,000.00	Percent Change in Contract:	1.14%
Total Cost Applicable to CBA:	\$ 6,000.00	Percent Change Applicable to CBA:	1.14%

Change Order Authorization

Change Order # 1 in the sum of: \$ 6,000.00 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	Salvador Velazquez	<i>Salvador Velazquez-Capozza</i>	4/1/25
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>	4/22/2025
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>	4/22/2025
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>	4/23/2025
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

This Change is Executed Through:

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



City of Broken Arrow

Request for Action

File #: 25-550, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:

PT-002068-2025, the conditional final plat for Brook Chase Phase III, contains 113 lots on 28.67 acres. This property, which is located west of 23rd Street (193rd Avenue/County Line Road) and north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase I.

According to FEMA maps, the eastern portion of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on April 1, 2025, where the stakeholders did not have any comments. The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on April 10, 2025. No one spoke in favor of or in opposition to this item.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

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

Recommendation:

Approve PR-000741-2024|PT-002068-2025, conditional final plat for Brook Chase Phase III, subject to the attached checklist.



City of Broken Arrow

Request for Action

File #: 25-490, **Version:** 1

Broken Arrow Planning Commission
04-10-2025

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

Approval of PR-000741-2025|PT-002068-2025, Conditional Final Plat, Brook Chase Phase III, 28.67 acres, 113 Lots, RS-4 (Single Family Residential), located one-quarter mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:

Applicant: Mikel Vanover, Olsson, Inc.
Owner: Dave Cocolin, Eagle 1 Investments
Developer: N/A
Engineer: Mikel Vanover & Austin Mayes, Olsson, Inc.
Location: One-quarter mile north of Washington Street, one-eighth mile west of 23rd Street
Size of Tract 28.67 acres
Number of Lots: 113
Present Zoning: A-1 (Agricultural)
Proposed Zoning: RS-4 (Single Family Residential)
Comp Plan: Level 2 (Urban Residential)

PT-002068-2025, the conditional final plat for Brook Chase Phase III, contains 113 lots on 28.67 acres. This property, which is located west of 23rd Street (193rd Avenue/County Line Road) and north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase I.

According to FEMA maps, the eastern portion of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on April 1, 2025, where the stakeholders did not have any comments.

Attachments: Checklist

Conditional Final Plat

Recommendation:

Staff recommends PR-000741-2024|PT-002068-2025, conditional final plat for Brook Chase Phase III, be approved subject to the attached checklist.

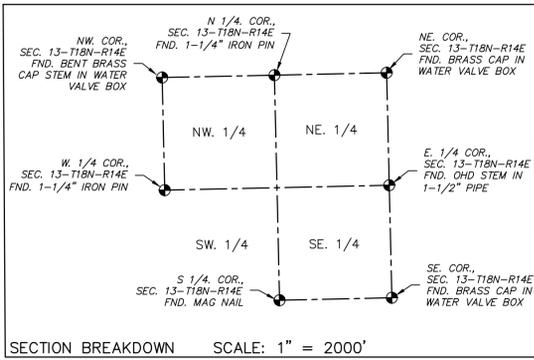
Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

MEH

CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/L.S)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. No. 2483 (PE/L.S)
EXPIRES JUNE 30, 2025
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'
MIN. LOT AREA: 6,500 S.F.
MIN. FRONT BUILDING SETBACK: 20'
MIN. SIDE YARD SETBACK (BOTH): 10'
MIN. SIDE YARD SETBACK (ONE): 5'
MIN. REAR YARD SETBACK: 20'
MAX. HEIGHT: 35'

PLAT DATA
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.
SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X AND ZONE AE
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM,
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA S88°45'03"W

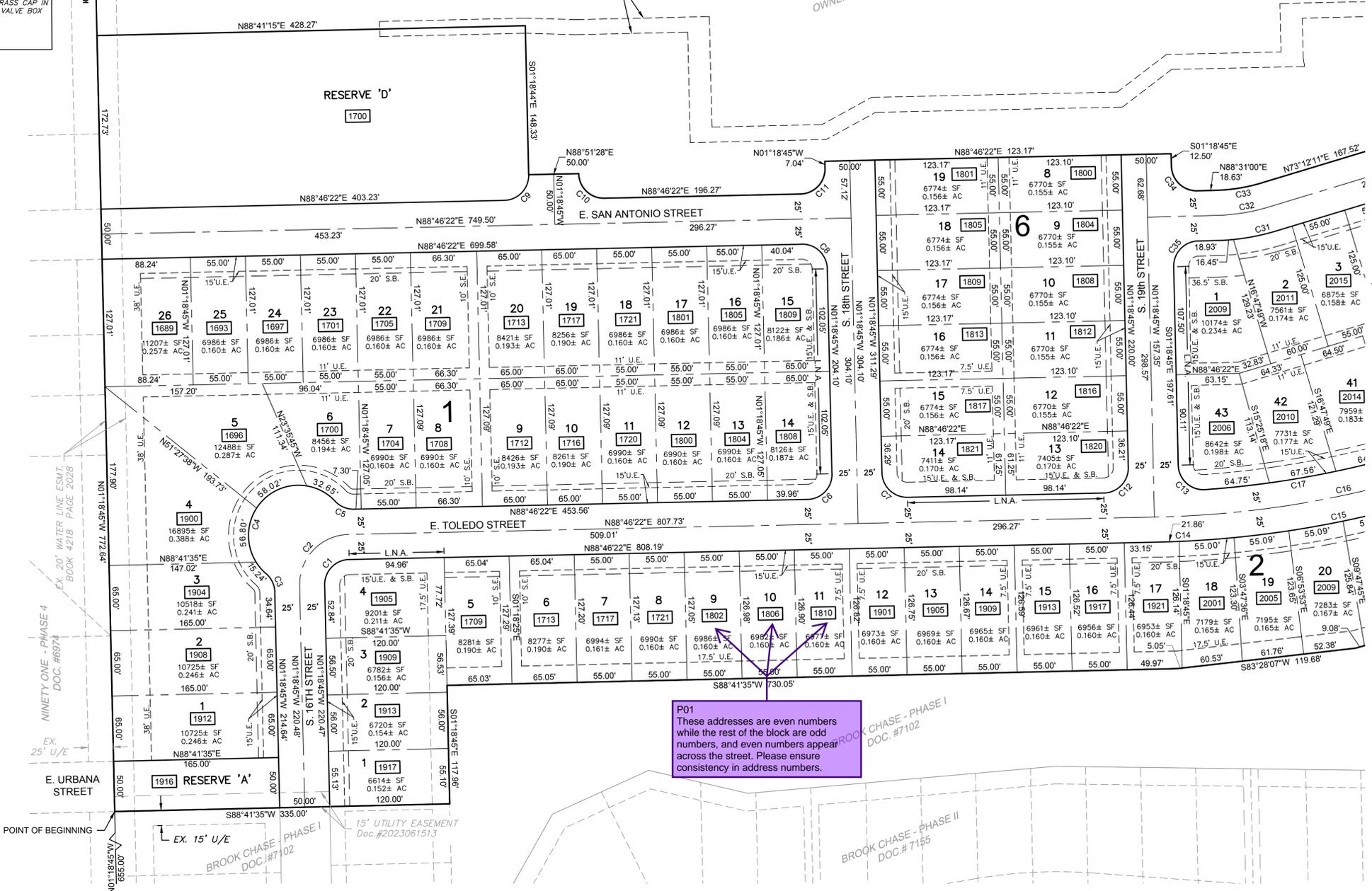
BENCHMARK
BENCHMARK NAME: BA 26
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM CAP-FLUSH-STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307

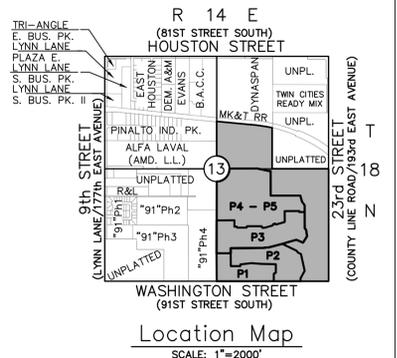
P03
Include document numbers for all easements dedicated by separate instrument once they have been recorded

PROP. UTILITY EASEMENT BY SEPARATE INSTRUMENT

UNPLATTED OWNER: EAGLE I INVESTMENTS, LLC



P01
These addresses are even numbers while the rest of the block are odd numbers, and even numbers appear across the street. Please ensure consistency in address numbers.



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED LOT LINE
 - PROPOSED BUILDING SETBACK
 - PROPOSED EASEMENT LINE
 - EXISTING LOT LINE
 - EXISTING EASEMENT LINE
 - FLOODWAY
 - FLOODPLAIN
 - 1 BLOCK NUMBER
 - 1 LOT ADDRESS
 - SECTION CORNER
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.E. STORMWATER EASEMENT
 - O.D.E. OVERLAND DRAINAGE EASEMENT
 - A.E. ACCESS EASEMENT
 - W.E. WATER LINE EASEMENT
 - B.L. BUILDING LINE
 - EX. EXISTING
 - L.N.A. LIMITS OF NO ACCESS
 - ROW RIGHT OF WAY
 - RES. RESERVE
 - ESMT. EASEMENT
 - S.B. SETBACK

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor _____

Attest: City Clerk _____

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

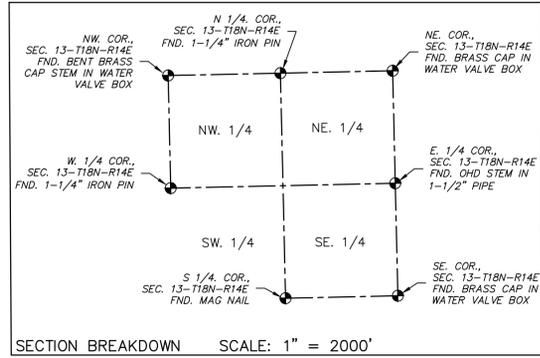
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

P02
Change the case number back to the project number, PR-000741-2024

CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"E	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/L/S)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. No. 2483 (PE/L/S)
EXPIRES JUNE 30, 2025
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS-4
MIN. LOT FRONTAGE: 55'
MIN. LOT AREA: 6,500 S.F.
MIN. FRONT BUILDING SETBACK: 20'
MIN. SIDE YARD SETBACK (BOTH): 10'
MIN. SIDE YARD SETBACK (ONE): 5'
MIN. REAR YARD SETBACK: 20'
MAX. HEIGHT: 35'

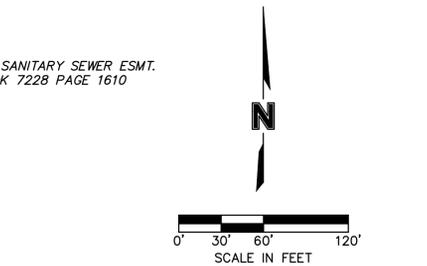
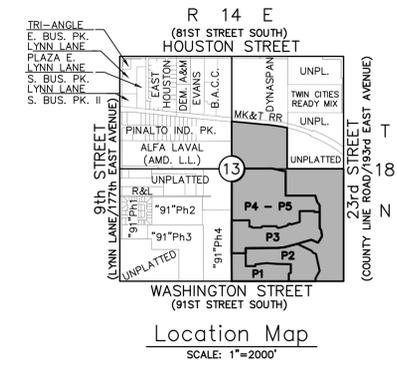
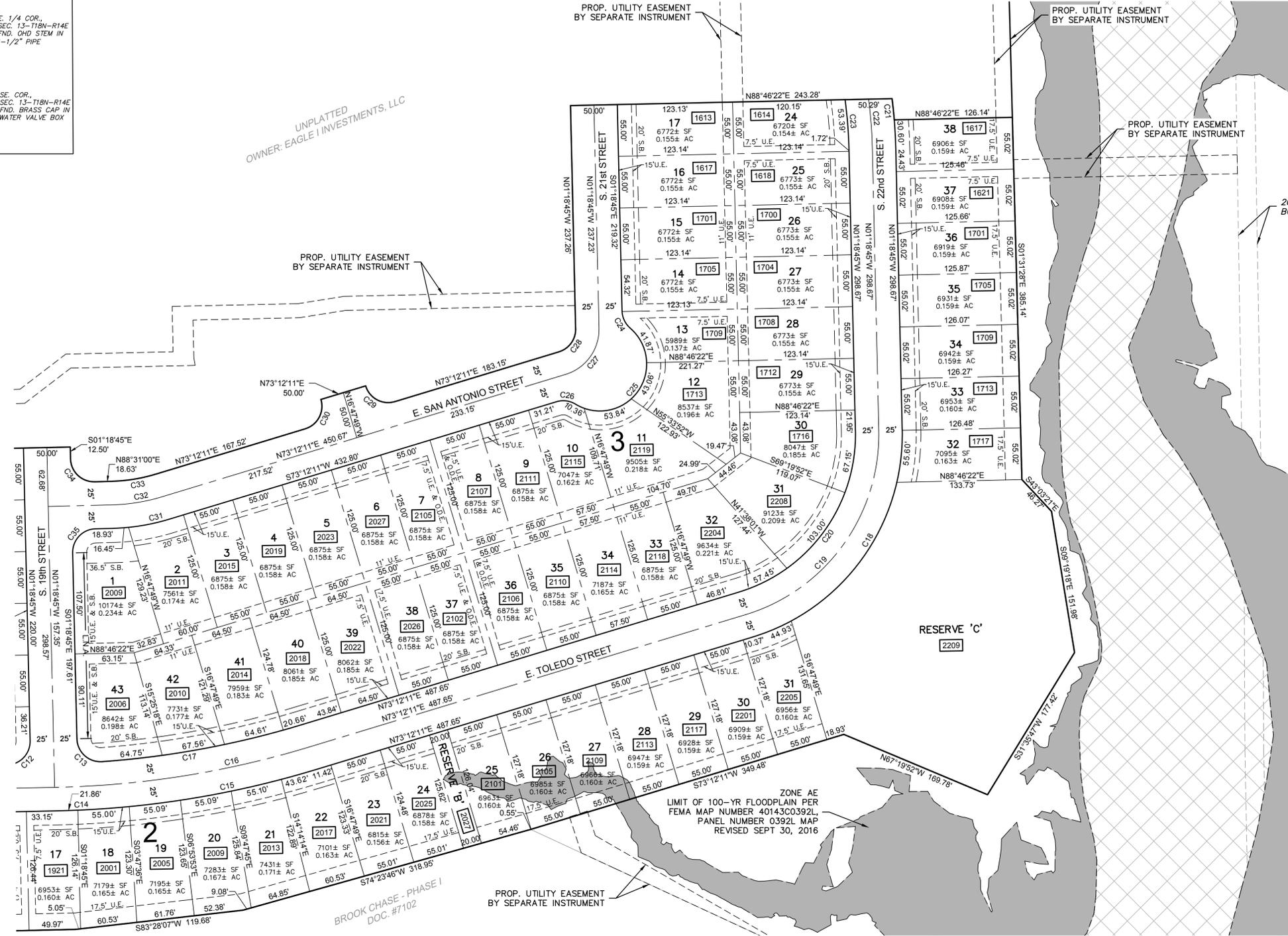
PLAT DATA
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.
SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM,
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA
S88°45'03"W

BENCHMARK
BENCHMARK NAME: BA 26
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM
CAP-FLUSH-STAMPED "BA 26"
SET S.E. OF 91ST ST. AND 193RD E. AVE.
HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
 - - - PROPOSED RIGHT OF WAY
 - - - PROPOSED LOT LINE
 - - - PROPOSED BUILDING SETBACK
 - - - PROPOSED EASEMENT LINE
 - - - EXISTING LOT LINE
 - - - EXISTING EASEMENT LINE
 - ▨ FLOODWAY
 - ▨ FLOODPLAIN
- 1 BLOCK NUMBER
1 LOT NUMBER
1916 LOT ADDRESS
• SECTION CORNER
- U.E. UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
S.E. STORMWATER EASEMENT
O.D.E. OVERLAND DRAINAGE EASEMENT
A.E. ACCESS EASEMENT
W.E. WATER LINE EASEMENT
B.L. BUILDING LINE
EX. EXISTING
L.N.A. LIMITS OF NO ACCESS
ROW. RIGHT OF WAY
RES. RESERVE
ESMT. EASEMENT
S.B. SETBACK

ALL WEDGE-SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.
ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
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C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

CONDITIONAL FINAL PLAT
BROOK CHASE PHASES III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION THIRTEEN (13);

THENCE NORTH 01°18'45" WEST ALONG THE WESTERN LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 665.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'45" WEST, CONTINUING ALONG SAID WESTERN LINE, A DISTANCE OF 772.64 FEET; THENCE NORTH 88°41'15" EAST A DISTANCE OF 428.27 FEET; THENCE SOUTH 01°18'44" EAST, A DISTANCE OF 148.33 FEET; THENCE NORTH 88°51'28" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.33 FEET, AND A CHORD BEARING OF SOUTH 46°16'12" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 196.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.31 FEET, A CHORD DISTANCE OF 35.38 FEET, AND A CHORD BEARING OF NORTH 43°43'48" EAST; THENCE NORTH 01°18'45" EAST, A DISTANCE OF 7.04 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 123.17 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 12.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.34 FEET, A CHORD DISTANCE OF 35.41 FEET, AND A CHORD BEARING OF SOUTH 46°23'52" EAST; THENCE NORTH 88°31'00" EAST, A DISTANCE OF 18.63 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 46.77 FEET, A CHORD DISTANCE OF 46.63 FEET, AND A CHORD BEARING OF NORTH 80°51'35" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 167.52 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 28°12'11" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 61°47'49" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 183.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF NORTH 35°56'43" EAST; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 237.26 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 243.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 53.30 FEET, A CHORD DISTANCE OF 53.28 FEET, AND A CHORD BEARING OF SOUTH 04°12'56" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 126.14 FEET; THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 385.14 FEET; THENCE SOUTH 43°03'21" EAST, A DISTANCE OF 46.27 FEET; THENCE SOUTH 09°19'18" EAST, A DISTANCE OF 151.98 FEET; THENCE SOUTH 31°35'47" WEST, A DISTANCE OF 177.42 FEET; THENCE NORTH 67°19'52" WEST, A DISTANCE OF 169.78 FEET; THENCE NORTH 73°12'11" WEST, A DISTANCE OF 349.48 FEET; THENCE SOUTH 74°23'46" WEST, A DISTANCE OF 318.95 FEET; THENCE SOUTH 83°28'07" WEST, A DISTANCE OF 119.68 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 730.05 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 117.96 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,248,763.54 SQUARE FEET OR 28.67 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "BROOK CHASE PHASE III", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE III"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- FENCE REQUIREMENT ALONG WASHINGTON STREET:
 - FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
 - THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
 - FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
 - MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
 - FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.
- PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREAS 'A' IN BROOK CHASE PHASE III IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- NO DWELLING SHALL BE ERRECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
- LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

- NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

CONDITIONAL FINAL PLAT
BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENUEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE DEEMED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW.
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III. E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

CONDITIONAL FINAL PLAT
BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

- N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.
- O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.
- P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.
- Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.
- R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.
- S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.
- T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.
- V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.
- X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.
- Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:
 - (A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.
 - (B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

- 1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
- 2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
- 3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVEISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
- 4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
- 5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE. AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
- 6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
- 7. 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.
- 8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
- 9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE III AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2025.

SIGNATURE TITLE
STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2025.

SIGNATURE
STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

MICHAEL WILLIS, TULSA COUNTY CLERK

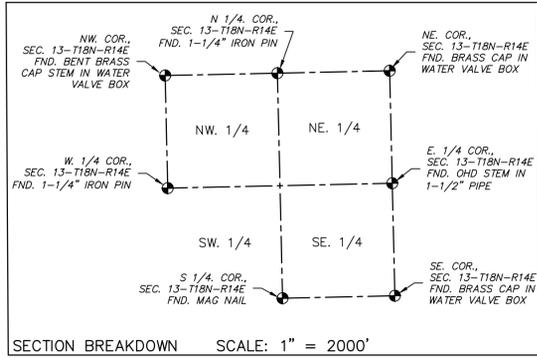
CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

CONDITIONAL FINAL PLAT BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/L/S)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. No. 2483 (PE/L/S)
EXPIRES JUNE 30, 2025
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS-4

MIN. LOT FRONTAGE: 55'
MIN. LOT AREA: 6,500 S.F.
MIN. FRONT BUILDING SETBACK: 20'
MIN. SIDE YARD SETBACK (BOTH): 10'
MIN. SIDE YARD SETBACK (ONE): 5'
MIN. REAR YARD SETBACK: 20'
MAX. HEIGHT: 35'

PLAT DATA
SUBDIVISION CONTAINS 113 LOTS ON 3 BLOCKS
TOTAL AREA = 1,248,763.54 SF (28.67 AC)

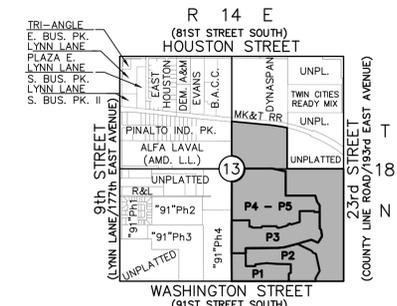
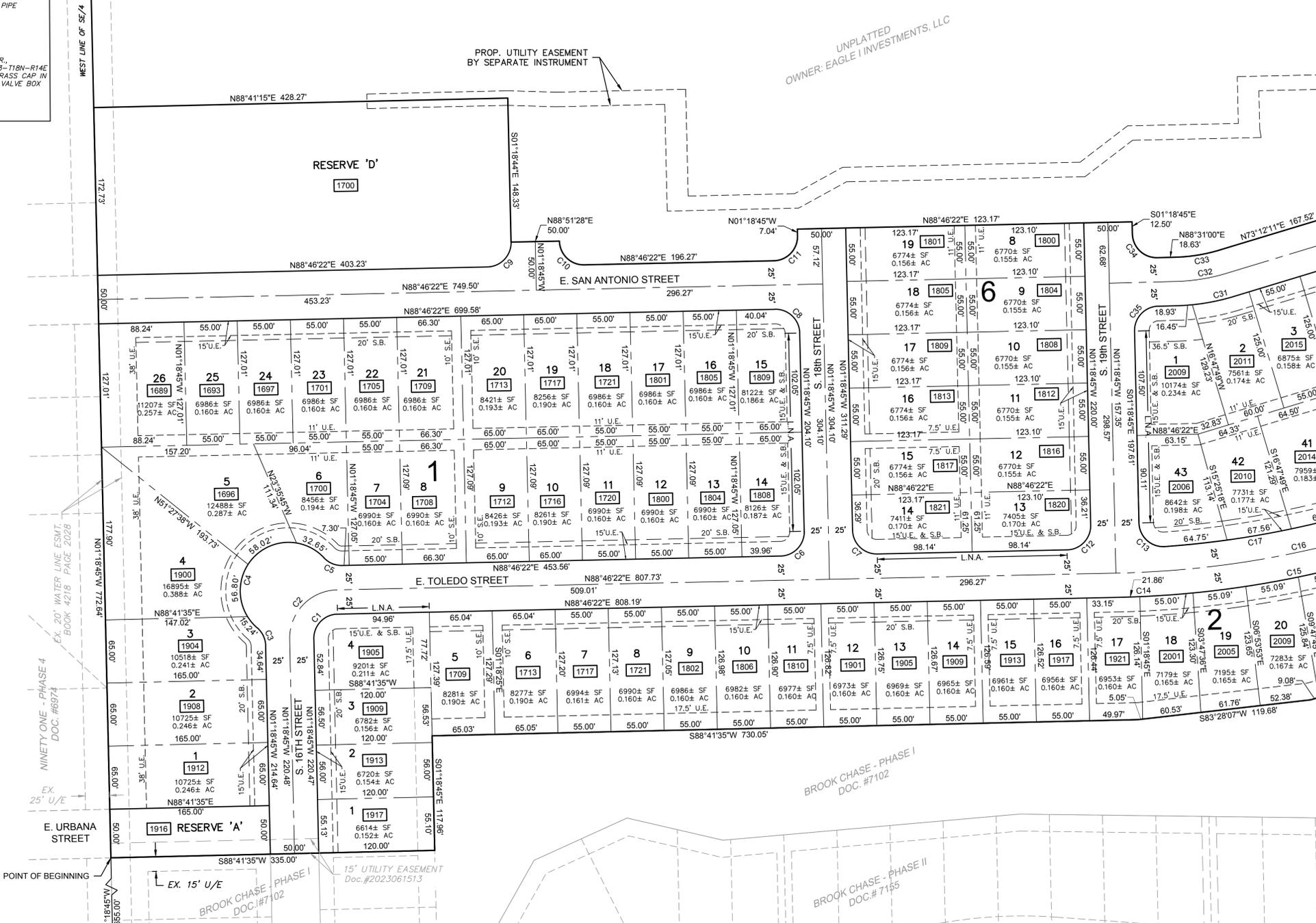
UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.
SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X AND ZONE AE
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM,
NORTH ZONE: 3501 THE SOUTH LINE OF THE SE/4
OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE
14 EAST, TULSA COUNTY, STATE OF OKLAHOMA
S88°45'03"W

BENCHMARK
BENCHMARK NAME: BA 26
DESCRIPTION: 5/8" REBAR-1 1/2" ALUMINUM
CAP-FLUSH-STAMPED "BA 26"
SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307



- LEGEND AND ABBREVIATIONS**
- PROPERTY BOUNDARY LINE
 - - - PROPOSED RIGHT OF WAY
 - - - PROPOSED LOT LINE
 - - - PROPOSED BUILDING SETBACK
 - - - PROPOSED EASEMENT LINE
 - - - EXISTING LOT LINE
 - - - EXISTING EASEMENT LINE
 - ▨ FLOODWAY
 - ▨ FLOODPLAIN
 - 1 BLOCK NUMBER
 - 1916 LOT ADDRESS
 - SECTION CORNER
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.E. STORMWATER EASEMENT
 - O.D.E. OVERLAND DRAINAGE EASEMENT
 - A.E. ACCESS EASEMENT
 - W.E. WATER LINE EASEMENT
 - B.L. BUILDING LINE
 - EX. EXISTING
 - L.N.A. LIMITS OF NO ACCESS
 - ROW RIGHT OF WAY
 - RES. RESERVE
 - ESMT. EASEMENT
 - S.B. SETBACK

APPROVED _____ by the
City Council of the City of Broken Arrow,
Oklahoma

Mayor _____

Attest: City Clerk _____

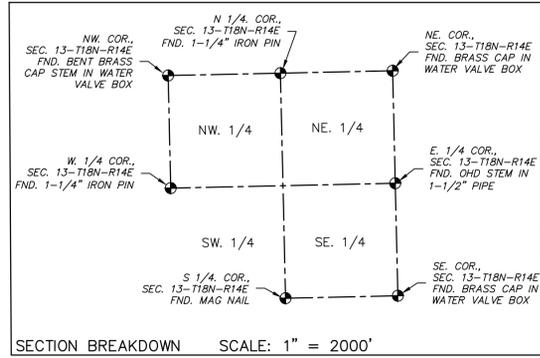
ALL WEDGE-SHAPED LOTS ARE A MINIMUM
OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE
ACCURATE AT THE TIME THE PLAT WAS
FILED. ADDRESSES ARE SUBJECT TO
CHANGE AND SHOULD NEVER BE RELIED
ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

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ZONING REQUIREMENTS
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MIN. FRONT BUILDING SETBACK: 20'
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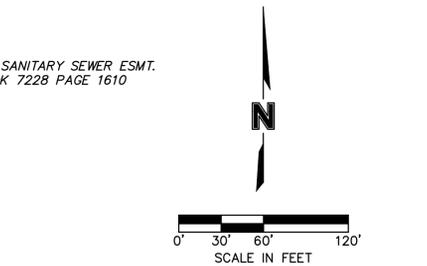
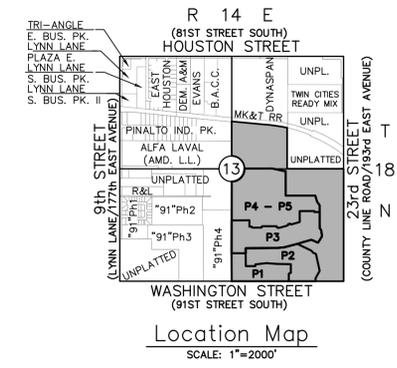
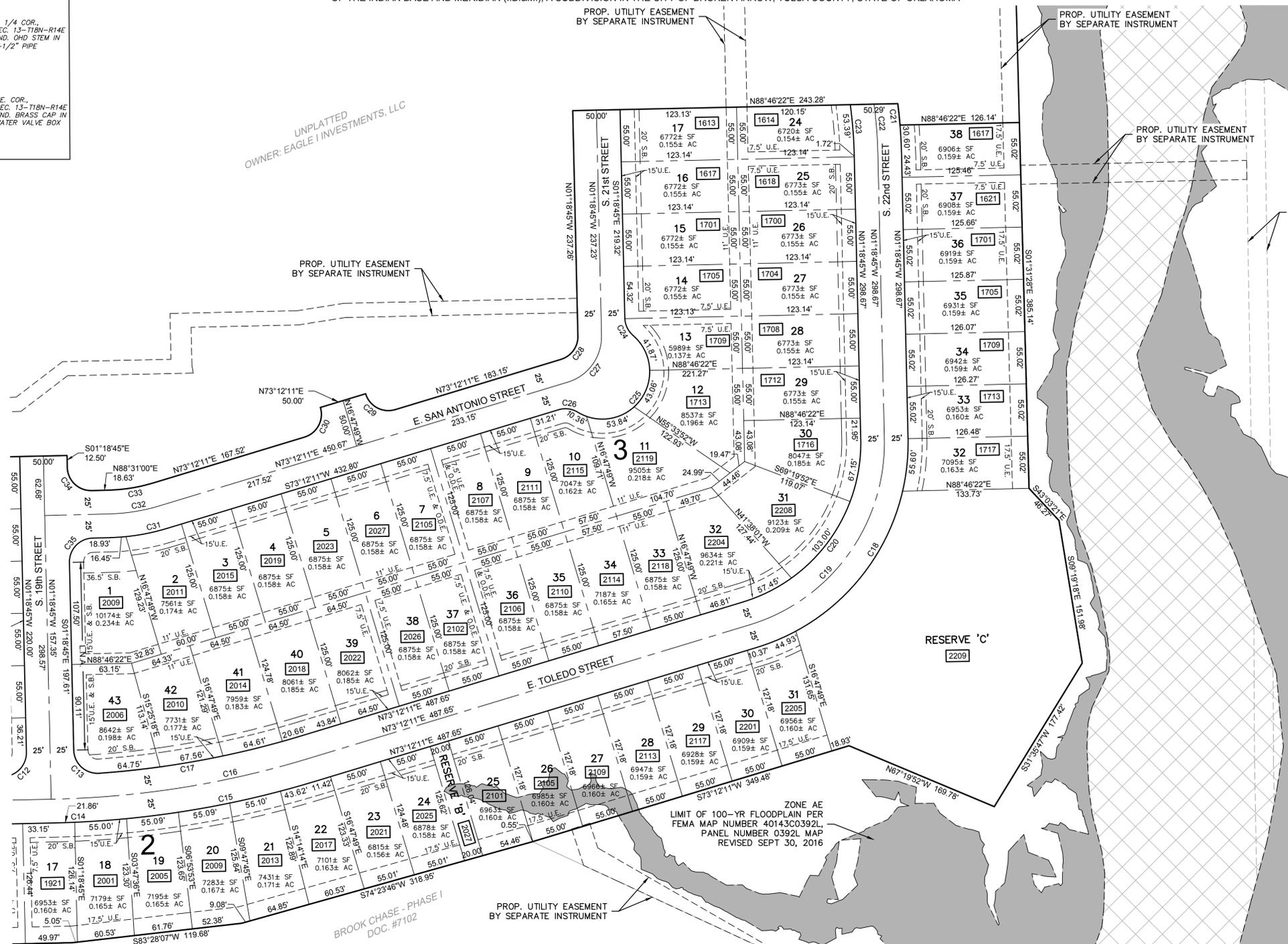
PLAT DATA
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WATER SERVICE BY CITY OF BROKEN ARROW.
SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

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 - ▨ FLOODWAY
 - ▨ FLOODPLAIN
- 1 BLOCK NUMBER
1 LOT NUMBER
1916 LOT ADDRESS
• SECTION CORNER
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ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE																	
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	25.00	090°05'06"	39.31	S43°43'48"W	35.38	C13	25.00	092°45'51"	40.48	N47°41'40"W	36.20	C25	50.00	170°53'41"	149.13	S35°56'43"W	99.68
C2	50.00	090°35'49"	79.07	N43°59'19"E	71.08	C14	1030.00	006°54'51"	124.29	S85°18'56"W	124.22	C26	25.00	048°11'23"	21.03	N82°42'08"W	20.41
C3	25.00	048°11'23"	21.03	N25°24'26"W	20.41	C15	1030.00	008°39'20"	155.60	S77°31'51"W	155.45	C27	50.00	074°30'55"	65.03	N35°56'43"E	60.54
C4	50.00	186°27'52"	162.71	N43°43'48"E	99.84	C16	1005.00	008°40'12"	152.08	S77°32'17"W	151.93	C28	25.00	074°30'55"	32.51	N35°56'43"E	30.27
C5	25.00	048°11'23"	21.03	S67°07'57"E	20.41	C17	980.00	008°40'12"	148.29	N77°32'17"E	148.15	C29	25.00	090°00'00"	39.27	S61°47'49"E	35.36
C6	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C18	225.00	074°30'55"	292.62	S35°56'43"W	272.43	C30	25.00	090°00'00"	39.27	N28°12'11"E	35.36
C7	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C19	200.00	074°30'55"	260.11	S35°56'43"W	242.16	C31	225.00	015°18'49"	60.14	S80°51'35"W	59.96
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33	C20	175.00	074°30'55"	227.59	N35°56'43"E	211.89	C32	200.00	015°18'49"	53.45	N80°51'35"E	53.30
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C21	525.00	005°49'02"	53.30	S04°12'56"E	53.28	C33	175.00	015°18'49"	46.77	N80°51'35"E	46.63
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33	C22	500.00	006°06'48"	53.35	S04°21'49"E	53.32	C34	25.00	090°10'15"	39.34	S46°23'52"E	35.41
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C23	475.00	006°26'26"	53.39	N04°31'38"W	53.37	C35	25.00	089°49'45"	39.20	S43°36'08"W	35.30
C12	25.00	090°05'06"	39.31	N43°43'48"E	35.38	C24	25.00	048°11'23"	21.03	S25°24'26"E	20.41						

CONDITIONAL FINAL PLAT
BROOK CHASE PHASES III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION THIRTEEN (13);

THENCE NORTH 01°18'45" WEST ALONG THE WESTERN LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 665.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'45" WEST, CONTINUING ALONG SAID WESTERN LINE, A DISTANCE OF 772.64 FEET; THENCE NORTH 88°41'15" EAST A DISTANCE OF 428.27 FEET; THENCE SOUTH 01°18'44" EAST, A DISTANCE OF 148.33 FEET; THENCE NORTH 88°51'28" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.23 FEET, A CHORD DISTANCE OF 35.33 FEET, AND A CHORD BEARING OF SOUTH 46°16'12" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 196.27 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.31 FEET, A CHORD DISTANCE OF 35.38 FEET, AND A CHORD BEARING OF NORTH 43°43'48" EAST; THENCE NORTH 01°18'45" EAST, A DISTANCE OF 7.04 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 123.17 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 12.50 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.34 FEET, A CHORD DISTANCE OF 35.41 FEET, AND A CHORD BEARING OF SOUTH 46°23'52" EAST; THENCE NORTH 88°31'00" EAST, A DISTANCE OF 18.63 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 46.77 FEET, A CHORD DISTANCE OF 46.63 FEET, AND A CHORD BEARING OF NORTH 80°51'35" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 167.52 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 28°12'11" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 61°47'49" EAST; THENCE NORTH 73°12'11" EAST, A DISTANCE OF 183.15 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF NORTH 35°56'43" EAST; THENCE NORTH 01°18'45" WEST, A DISTANCE OF 237.26 FEET; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 243.28 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 53.30 FEET, A CHORD DISTANCE OF 53.28 FEET, AND A CHORD BEARING OF SOUTH 04°12'56" EAST; THENCE NORTH 88°46'22" EAST, A DISTANCE OF 126.14 FEET; THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 385.14 FEET; THENCE SOUTH 43°03'21" EAST, A DISTANCE OF 46.27 FEET; THENCE SOUTH 09°19'18" EAST, A DISTANCE OF 151.98 FEET; THENCE SOUTH 31°35'47" WEST, A DISTANCE OF 177.42 FEET; THENCE NORTH 67°19'52" WEST, A DISTANCE OF 169.78 FEET; THENCE NORTH 73°12'11" WEST, A DISTANCE OF 349.48 FEET; THENCE SOUTH 74°23'46" WEST, A DISTANCE OF 318.95 FEET; THENCE SOUTH 83°28'07" WEST, A DISTANCE OF 119.68 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 730.05 FEET; THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 117.96 FEET; THENCE SOUTH 88°41'35" WEST, A DISTANCE OF 335.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1,248,763.54 SQUARE FEET OR 28.67 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS "BROOK CHASE PHASE III", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE III"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF-WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN, PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

- OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
- UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
- THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

- THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
- WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
- THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
- OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
- A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

- THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
- THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
- THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

- GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
- CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
- THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
- CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.
- FENCE REQUIREMENT ALONG WASHINGTON STREET:
 - FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
 - THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
 - FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
 - MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
 - FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.
- PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREAS 'A' IN BROOK CHASE PHASE III IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

- THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

- EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
- NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
- NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
- EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
- NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERRECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
- NO DWELLING SHALL BE ERRECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
- ROOFING. THE ROOF OF THE DWELLING ERRECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
- FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERRECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
- NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
- NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
- NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

- ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
- ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
- BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.

- CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
- COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
- COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
- DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
- DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
- LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE, EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
- MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
- OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
- PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
- RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

- NO BUILDING, FENCE, OR WALL SHALL BE ERRECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
- THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERRECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
- THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
- APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE THE PROPOSED CHANGE OR TO MAKE ADDITIONAL REQUIREMENTS OR REQUEST ADDITIONAL INFORMATION WITHIN THIRTY (30) DAYS AFTER A FULL AND COMPLETE DESCRIPTION OF THE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY HAS BEEN FURNISHED, TOGETHER WITH A SPECIFIC REQUEST FOR SUCH APPROVAL. IN THE EVENT ANY OWNER IS DISSATISFIED WITH ANY DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE WITH REGARD TO SUCH OWNER'S LOT, SUCH OWNER SHALL HAVE THE RIGHT TO APPEAR BEFORE THE ARCHITECTURAL CONTROL COMMITTEE TO SEEK SUCH VARIANCE OR RELIEF AS IS DEEMED APPROPRIATE. HOWEVER, THE FINAL DECISION OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE CONCLUSIVE ON ALL MATTERS WITHIN THE SCOPE OF ITS AUTHORITY UNDER THIS DECLARATION.
- FORMS OF PLANS AND SPECIFICATIONS. ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE IN SUCH FORM AND SHALL CONTAIN SUCH INFORMATION AS MAY BE REQUIRED BY THE ARCHITECTURAL CONTROL COMMITTEE'S STANDARDS.
- FEE FOR ARCHITECTURAL REVIEW. EACH HOMEOWNER MAY BE REQUIRED TO PAY A FEE TO THE ASSOCIATION AS A CONDITION TO APPROVAL OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY TO COVER COSTS AND EXPENSES IN REVIEWING AND COMMENTING ON PROPOSALS FOR CHANGES TO THE EXISTING STATE OF PROPERTY BY THE ARCHITECTURAL CONTROL COMMITTEE. THE AMOUNT OF THE FEE, IF ANY, SHALL BE ESTABLISHED BY THE ASSOCIATION AND SHALL BE SET FORTH IN THE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT FROM TIME TO TIME. SUCH FEE SHALL NOT BE IN EXCESS OF \$250 WITH RESPECT TO ANY ONE PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY IN CONNECTION WITH THE ORIGINAL CONSTRUCTION OF A RESIDENTIAL STRUCTURE AND SHALL NOT EXCEED \$100 FOR MODIFICATION OF A RESIDENTIAL STRUCTURE OR ANY OTHER TYPE OF PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, PROVIDED SAID AMOUNTS MAY BE INCREASED BY A PERCENTAGE NO GREATER THAN THE PERCENTAGE INCREASE IN THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS ESTABLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR. ANY SUCH INCREASES SHALL BE ESTABLISHED BY THE ASSOCIATION TO REFLECT THE INCREASE IN THE CONSUMER PRICE INDEX BETWEEN JANUARY 2017 AND JANUARY OF THE YEAR IN WHICH THE INCREASE IS TO BE EFFECTIVE.

CONDITIONAL FINAL PLAT
BROOK CHASE PHASE III

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.
8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.
9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.
- (A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.
- (B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING: (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID, THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.
- (C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.
- (D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.
10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.
11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.
12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DISCRETION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.
13. DEVELOPMENT BY DECLARANT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.
- D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.
1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

- E. ASSOCIATION
1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED, WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

- A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENUEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE DEEMED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.
- B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.
- C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.
- E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.
- F. ANNUAL ASSESSMENTS
- (A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS (\$150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III. E. (B) BELOW.
- (B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III. E. ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.
- (C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.
- G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDBOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.
- H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

- I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE TO THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE TO THE ASSOCIATION FROM THE OWNER OF SUCH LOT.
- J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.
- K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.
- L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

- A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.
- B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKLAHOMA STATUTES.
- C. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.
- D. TREES. THE ARCHITECTURAL CONTROL COMMITTEE, IN ITS DISCRETION, MAY ADOPT AND PROMULGATE RULES AND REGULATIONS REGARDING THE PRESERVATION OF TREES AND OTHER NATURAL RESOURCES AND WILDLIFE UPON THE PROPERTY, EXCEPT AS TO THE TREES WITHIN THE PERIMETER OF PROPOSED IMPROVEMENTS OR WITHIN TEN FEET (10') THEREOF AS MENTIONED ABOVE. THE ARCHITECTURAL CONTROL COMMITTEE MAY DESIGNATE CERTAIN TREES, REGARDLESS OF SIZE, AS NOT REMOVABLE WITHOUT WRITTEN AUTHORIZATION. IN CARRYING OUT THE PROVISIONS OF THIS SECTION, THE ARCHITECTURAL CONTROL COMMITTEE AND ITS AGENTS MAY COME UPON ANY LOT DURING REASONABLE HOURS FOR THE PURPOSE OF INSPECTION OR MARKING TREES OR IN RELATION TO THE ENFORCEMENT AND ADMINISTRATION OF ANY RULES AND REGULATIONS ADOPTED AND PROMULGATED PURSUANT TO THE PROVISIONS HEREOF. NEITHER THE ARCHITECTURAL CONTROL COMMITTEE NOR ITS AGENTS SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR WRONGFUL ACT BY REASON OF ANY SUCH ENTRY OR INSPECTION.
- E. ANIMALS. NO BIRDS, REPTILES, ANIMALS OR INSECTS SHALL BE KEPT OR MAINTAINED IN ANY LOT EXCEPT FOR DOMESTIC PURPOSES. UNDER NO CIRCUMSTANCES SHALL ANY COMMERCIAL OR AGRICULTURAL BUSINESS ENTERPRISE INVOLVING THE USE OF ANIMALS BE CONDUCTED ON THE PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION. THE ASSOCIATION MAY, FROM TIME TO TIME, PUBLISH AND IMPOSE REASONABLE REGULATIONS SETTING FORTH THE TYPE AND NUMBER OF ANIMALS THAT MAY BE KEPT ON ANY LOT. DOGS AND OTHER ANIMALS SHALL BE KEPT CONFINED AT ALL TIMES TO THE RESIDENCE SITE AND MUST BE KEPT ON A LEASH WHEN OUTSIDE THE RESIDENCE SITE AND ON THE COMMON AREAS. DOGS AND OTHER ANIMALS SHALL NOT BE ALLOWED TO TRESPASS ON NEARBY NEW DEVELOPMENT PROPERTY WHETHER ON LEASH OR NOT. NO DOG RUNS OR SIMILAR FACILITIES WILL BE ALLOWED.
- F. SIGNS. DECLARANT MAY ERECT SUCH SIGNS AS IT DEEMS APPROPRIATE WITHOUT ANY APPROVAL, BUT OTHERWISE, NO SIGN OR OTHER ADVERTISING DEVICE OF ANY NATURE SHALL BE PLACED UPON ANY LOT OR COMMON AREA, EXCEPT REAL ESTATE 'FOR SALE' SIGNS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AS TO AESTHETICS. THE ASSOCIATION MAY REMOVE NONCONFORMING SIGNS UPON THREE (3) DAYS NOTICE TO THE OWNER, SUCH REMOVAL TO BE AT THE COST OF SAID OWNER.
- G. MOBILE HOMES AND PREFABRICATED BUILDINGS. NO BUILDING, TRAILER, MOBILE HOMES, PREFABRICATED HOUSE (OTHER THAN ELEMENTS OF HOUSES WHICH ARE PREFABRICATED AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE), GARAGE, BASEMENT, TENT, OUTBUILDING OR BUILDING IN THE COURSE OF CONSTRUCTION SHALL BE USED TEMPORARILY OR PERMANENTLY AS A RESIDENCE ON ANY LOT.
- H. NO STORAGE. NO LUMBER, METALS, BULK MATERIALS, REFUSE OR TRASH SHALL BE KEPT, STORED, OR ALLOWED TO ACCUMULATE ON ANY LOT OR ON THE COMMON AREAS, EXCEPT THAT BUILDING MATERIALS MAY BE STORED ON A LOT DURING THE COURSE OF CONSTRUCTION OF ANY APPROVED STRUCTURE.
- I. PIPES. NO WATER PIPE, GAS PIPE, SEWER PIPE OR DRAINAGE PIPE SHALL BE INSTALLED OR MAINTAINED ON ANY LOT ABOVE THE SURFACE OF THE GROUND, OTHER THAN SUMP PUMP PIPES AND WATER WELL PIPES, WHICH SHOULD NOT EXCEED A HEIGHT OF EIGHTEEN INCHES (18") ABOVE THE GROUND, EXCEPT GAS METERS.
- J. SIGHT LINES. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO AND SIX FEET (2' - 6') ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT A POINT TWENTY-FIVE FEET (25') FROM THE INTERSECTION OF THE STREET LINES (OR IN THE CASE OF A ROUNDED PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED PAST THE CORNER), UNLESS WRITTEN APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE IS OBTAINED. THE SAME SIGHT LINE RESTRICTIONS SHALL APPLY TO ANY LOT WITHIN TEN FEET (10') FROM THE INTERSECTION OF A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED TO A SUFFICIENT HEIGHT TO AVOID OBSTRUCTION OF SUCH SIGHT LINES.
- K. MOTOR VEHICLES. NO MOTOR VEHICLES OF ANY TYPE, OTHER THAN CONSTRUCTION OR MAINTENANCE VEHICLES AUTHORIZED BY THE ASSOCIATION, SHALL BE OPERATED ON ANY OF THE COMMON AREAS.
- L. GARAGES. EACH DWELLING UNIT SHALL HAVE AN ENCLOSED GARAGE FOR AT LEAST TWO AUTOMOBILES AND GARAGE DOOR(S) WHICH FACE ON A STREET SHALL BE KEPT CLOSED AT ALL TIMES EXCEPT FOR PURPOSES OF ENTRY, EXIT OR MAINTENANCE.
- M. NOXIOUS, DANGEROUS AND OFFENSIVE ACTIVITIES PROHIBITED. NO NOXIOUS, DANGEROUS, OFFENSIVE ACTIVITY OR LOUD MUSIC SHALL BE CARRIED ON OR PERMITTED, NOR SHALL ANYTHING BE DONE WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.



City of Broken Arrow

Request for Action

File #: 25-548, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

Background:

PT-002021-2025, the conditional final plat for Peak at Broken Arrow Addition which proposes to have 6 lots on 14.16 acres. This property, which is located approximately one-third south of Florence Street and west of Aspen Avenue, is zoned CH and is currently in the process of being developed.

Commercial lots are proposed to encompass the majority of the proposed plat, and these lots will meet the minimum standards of the CH zoning district. Additionally, a reserve area is proposed where the flood plain and blue line stream is located. Primary access to this development will be provided on Aspen Avenue with additional connection planned to the west.

According to FEMA maps, the western section of the property is located in the 100-year floodplain and a blue line stream is also present. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on January 14, 2025. The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on March 18, 2025. No one spoke in favor of or in opposition to this item.

File #: 25-548, Version: 1

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

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

Recommendation:

Approve PT-002021-2025|PR-000332-2023, Conditional Final Plat for Peak Broken Arrow Addition, be approved subject to the attached comments.



City of Broken Arrow

Request for Action

File #: 25-311, Version: 1

**Broken Arrow Planning Commission
04-10-2025**

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

Approval of PT-002021-2025|PR-000332-2023, Conditional Final Plat, Peak at Broken Arrow Addition, approximately 14.16 acres, 6 Lots, CH (Commercial Heavy), located approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)

Background:

Applicant: Kyle Lao, Langan Engineering & Michael Doggett, Animas Civil Engineering LLC
Owner: Ben Paige, Peak Development
Developer: N/A
Engineer: Michael Doggett, Animas Civil Engineering LLC
Location: Approximately one-third mile south of Florence Street (111th Street), and west of Aspen Avenue (145th East Avenue)
Size of Tract: 14.16 acres
Number of Lots: 6
Zoning: CH (Commercial Heavy)
Comp Plan: Level 6 - Regional Employment/Commercial

PT-002021-2025, the conditional final plat for Peak at Broken Arrow Addition which proposes to have 6 lots on 14.16 acres. This property, which is located approximately one-third south of Florence Street and west of Aspen Avenue, is zoned CH and is currently in the process of being developed.

Commercial lots are proposed to encompass the majority of the proposed plat, and these lots will meet the minimum standards of the CH zoning district. Additionally, a reserve area is proposed where the flood plain and blue line stream is located. Primary access to this development will be provided on Aspen Avenue with additional connection planned to the west.

According to FEMA maps, the western section of the property is located in the 100-year floodplain and a blue line stream is also present. Water and sanitary sewer are available from the City of Broken Arrow. This preliminary plat was reviewed by the Technical Advisory Committee on January 14, 2025.

Attachments: Conditional Final Plat and Checklist

File #: 25-311, Version: 1

Recommendation:

Staff recommends PT-002021-2025|PR-000332-2023, Conditional Final Plat for Peak Broken Arrow Addition, be approved subject to the attached comments.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	160.94	310.00	29.75	S54° 40' 31"W	159.14
C1	321.31	229.50	80.22	N38° 38' 53"E	295.70
C4	280.97	390.00	41.28	S19° 10' 43"W	274.93
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64

E06
Revise C3 to reflect the data for the boundary line. Another C# will need to be added to continue the curve past the boundary line for the proposed R/W. The lengths of 160.94+102.75 do not equal the curve length in the legal of 234.77

No.	Set	Northing	Easting	Elevation
500	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700
501	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900
502	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800

Owner/Developer:
Ben Paige - Partner
Peak Development Partners
14841 Dallas Parkway, Suite 735
Dallas, TX 75254
Phone (314) 775-4110
Email: bpaige@peak-dp.com

Engineer:
Animas Civil Engineering
Oklahoma CA# 9445, Exp. 06/30/2026
1610 Mapleleaf Dr.
Wylie, TX 75098
Phone (214) 803-1099
Email: michael@animascivil.com

Surveyor:
Bearing Tree Land Surveying
Oklahoma CA# 4568, Expires 06/30/26
7100 N. Broadway Extension
Oklahoma City, Oklahoma 73116
Phone (405) 605-1081

Block 1			
Lot No.	Approx. FF	SS Rim Elev.	BFP Required
1	682.00	678.87	No
2	681.00	678.87	No
3	684.00	680.53	No
4	681.00	680.53	No
5	677.00	675.39	No
6	N/A	N/A	N/A

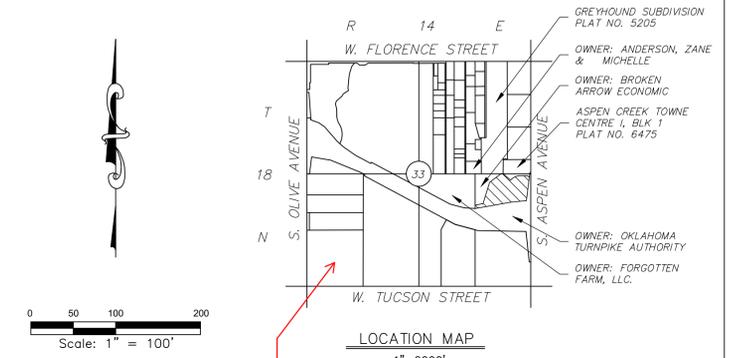
If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building according to Broken Arrow ordinance No. 1777, Section 24-100

Blk	Lot	Area	Acres
1	1	56937	1.31
1	2	46010	1.06
1	3	59631	1.37
1	4	117214	2.69
1	5	101433	2.33
1	6	137052	3.15
R.O.W. Dedicated to Public		98269	2.26
Subdivision Gross		616675	14.16
Subdivision Net		518406	11.90

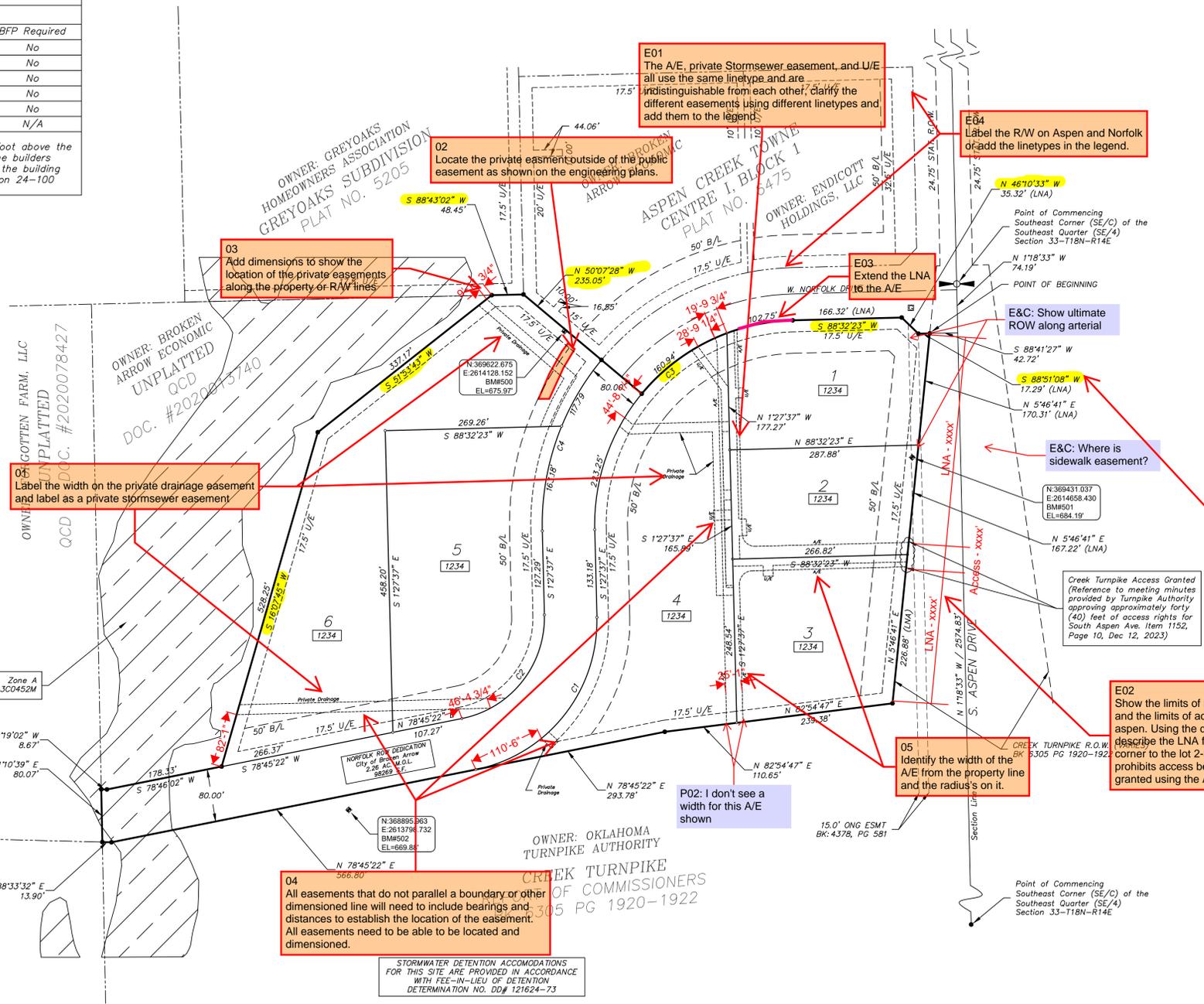
- LEGEND:**
- - 1/2" IRON PIN
 - - CALCULATED POINT
 - ⊠ - NATURAL GAS PIPELINE MARKER
 - ⊙ - SEWER MANHOLE
 - ⊕ - WATER RUNOFF INLET
 - ⊗ - WATER METER
 - ⊕ - FIRE HYDRANT
 - ⊕ - WATER VALVE
 - U/E - UTILITY EASEMENT
 - A/E - ACCESS EASEMENT
 - STAT. - STATUTORY
 - B/L - BUILD LINE
 - [1234] - ADDRESS PLACE HOLDER
 - LNA - LIMITS OF NO ACCESS

Peak Broken Arrow Addition

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



P01: All need to be identified consider a numbered list



LEGAL DESCRIPTION:
A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/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 U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.89 feet;
Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°16'00" W a distance of 48.45 feet;
Thence S 51°56'46" W a distance of 337.17 feet;
Thence S 16°07'11" W a distance of 528.32 feet;
Thence S 78°45'41" W a distance of 178.59 feet;
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);
Thence along said West line, S 01°18'42" W a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

E05
Only the highlighted bearings on the plan view were reviewed against the Legal Description and were identified that they did not match the items in the legal description. Revise the legal or the plat text to match each other.

Not all discrepancies in the legal were highlighted.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.
Mayor: _____
Name of City Clerk: _____

MONUMENTATION:
1/2" Iron Pins to be set at all lot corners unless otherwise noted.

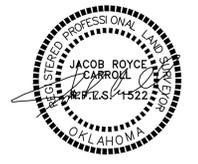
BASIS OF BEARING:
The Oklahoma North - State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for this survey

Vertical Datum: NAVD 88

FLOOD HAZARD INFO:
Firm panel # 40143C0452M
Effective date: 9/12/2024
Subject property is located in ZONE X (Unshaded)

ZONING:
Subject property is zoned: CH (Commercial Heavy)

ADDRESS DISCLAIMER:
Addresses shown on this plat are accurate as of the time the plat was filed. Addresses are subject to change and should never be relied on in place of the legal description.



Peak Broken Arrow Addition

E08
Add a section for the dedication of the RW to the city
Add a section for the sanitary and water utilities and the
city utility easements. For the maintenance of the utilities,
any damage caused by a lot owner shall be the lot owners
responsibility, no construction within a utility easement
may be done without the cities approval...
Add a section prohibiting the obstruction of overland
storm flows across property line.

This section need to
be reviewed and
revised

P03: I don't think this
is correct.

P04: Update all
exhibit and parcel
language

Recording Requested by and
After Recording Return to:
Peak Broken Arrow, LLC
Attn: Ben Paige
14841Dallas Pkwy, Suite 735
Dallas, TX 75254

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This Declaration of Easements, Covenants, and Restrictions (the "Declaration") is made effective this ____ day of _____, 2025 (the "Effective Date"), PEAK BROKEN ARROW, LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of that certain real property located in Dallas County, Texas, which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Declarant intends to develop the Property to consist of multiple lots, one of which is referred to as "Parcel A" on Exhibit A ("Parcel A") one of which is referred to as "Parcel B" on Exhibit A ("Parcel B"), one of which is referred to as "Parcel C" on Exhibit A ("Parcel C"), one of which is referred to as "Parcel D" on Exhibit A ("Parcel D"), one of which is referred to as "Parcel E" on Exhibit A ("Parcel E") (each a "Parcel" and collectively, the "Parcels");

WHEREAS, Declarant desires to provide for reciprocal, perpetual, non-exclusive easements and rights-of-way for the free and uninterrupted use of access for pedestrian and vehicular ingress and egress over, upon, and across that certain driveway located on the Parcels shown as the hatched area labeled "Shared Driveway" on Exhibit B attached hereto and incorporated herein by reference (the "Shared Driveway") and the access ways, sidewalks and walkways, exits and entrances and other common areas as such areas now exist on the Property or are hereafter created on the Property, but excluding any drive-thru lane and drive-thru stacking lanes on the Parcels, and motor fuels facility and the canopy area on Parcel A, if and when such motor fuels facility or the canopy area may be constructed (hereinafter collectively referred to as the "Access Easement Area");

NOW, THEREFORE, Declarant hereby declares, for and on behalf of itself and all subsequent holders of fee title of a Parcel (each, an "Owner") and its respective tenants, members, directors, franchisees, officers, employees, contractors, agents, customers and other invitees (collectively, the "Permittees"), that the Parcels are now held and shall from and after the date hereof be acquired, held, conveyed, hypothecated, encumbered, leased, used, occupied and improved subject to the following covenants, conditions, and restrictions, as follows:

- Recitals.** The recitals set forth above are true and correct and are hereby incorporated by reference.
- Access Easements.**

(a) **Grants of Reciprocal Access Easements.** Declarant hereby establishes a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from each Parcel, appurtenant to such benefitted Parcel, over, upon and across the Access Easement Area (collectively the "Access Rights"). Such Access Rights shall include vehicular and pedestrian access rights in favor of the benefitted Parcel over, upon and across the driveways and access ways, sidewalks and walkways, and exits and entrances as may now or hereinafter exist on each burdened Parcel. Nothing in this Declaration shall grant any parking rights other than those an Owner has on its respective Parcel.

(b) **Right to Relocate Driveways, Access Drives and Curb Cuts and Redevelop a Parcel.** No Owner shall have the right to redesign or relocate the Shared Driveway or the driveways, access drives and curb cuts located on its respective Parcel following the initial construction and placement thereof (collectively, the "Drives"), without obtaining the prior written consent or approval of the Owner(s) of the remaining Parcels, not to be unreasonably withheld, conditioned, or delayed. Additionally, in no event shall any curb cut between the Parcels be closed by an Owner, including, without limitation, any curb cuts and drives from the Parcels to and from any public right-of-way, without a replacement curb cut being created, and in all events the Access Easement Area shall include access to and over any new or relocated driveways, access drives, and/or curb cuts.

(c) **No Obstruction of Access Easement Area.** There shall not be any obstructions (except for ordinary maintenance and repair), fences, curbs or landscaping that would in any way impede vehicular or pedestrian traffic between the Parcels over the Drives or the Access Easement Area, it being the intent of the Parties to provide for the free flow of pedestrian and vehicular traffic through the Access Easement Area. Provided, however, that nothing in this paragraph shall prohibit or limit in any way the placement of improvements and/or the redevelopment now or in the future on the Parcels so long as such development does not change the location of or interfere with the Drives and curb cuts and the use of the Drives or Access Easement Area, and provided further that neither a line of cars originating from a drive-thru stacking lane on a Parcel or parked cars within parking areas on a Parcel shall be deemed a violation of this Section 2(c) so long as such activities do not obstruct access over the Drives.

(d) **Condemnation.** In the event of a condemnation or transfer in lieu of condemnation affecting all or part of the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the condemnation.

(e) **Damage or Destruction.** In the event of damage or destruction affecting the Drives or the Access Easement Area, the Owner of the affected Parcel shall, with all due diligence, repair and restore or cause to be repaired and restored the portions of the Drives or the Access Easement Area near thereto as is possible under the circumstances) as soon as reasonably practicable following the date of the casualty.

3. **Drainage and Detention.** Declarant hereby establishes perpetual, non-exclusive easements for and through the Common Area of each Parcel, and to utilize the stormwater quality pond and related facilities (collectively, the "Stormwater Facilities") located within that certain parcel more particularly described on Exhibit C, attached hereto and incorporated herein by reference (the "Detention Area"). [Declarant to determine whether shared detention facilities will be required and constructed on the Property]

P05: Not found

4. **Easements Running with the Land.** The easements, rights and obligations granted herein shall be deemed to run with the Parcels and shall burden and benefit each Owner of the Parcels, or a portion thereof, and their successors and assigns, and each of their respective Permittees and licensees. The Access Rights are for the use and benefit of each of the Parcels. Notwithstanding the foregoing, each owner of a Parcel, or portion thereof shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Declaration that occur during the period of time during which such party holds fee simple title to a tract or portion thereof. Upon conveyance of a Parcel or a portion thereof, the party making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such tract, or portion thereof conveyed, and the successor owner shall become obligated hereunder for all matters arising from and after the date of conveyance.

5. **Development and Maintenance of Parcel.**

(a) Any construction activities on a Parcel must be performed in such a manner so as to not adversely interfere with: (i) an Owner or Permittee's parking rights on its respective Parcel; (ii) access to and from a Parcel; or (iii) the normal business operations of an Owner or Permittee at such Owner or Permittee's respective Parcel.

(b) Any damage to another Parcel or any improvements thereon caused by an Owner or Permittee in the performance of construction activities on its respective Parcel shall be promptly repaired by the Owner or Permittee causing such damage.

(c) Except as otherwise provided in this Declaration, each Owner shall be responsible, at its sole cost and expense, for maintaining and repairing its respective Parcel, in good order, condition and repair. Additionally, each Owner shall be responsible for: (a) its own garbage and/or recycling accommodations to keep its Parcel in a clean, safe, and orderly condition; (b) maintaining the Common Area (as defined herein below), any multi-tenant signage, and parking spaces located on its respective Parcel in a manner consistent with a commercial retail regional development; (c) keeping the Common Area on its respective Parcel (including driveways, access/egress, walkways and dumpster areas) well lit starting at least one hour prior to sunset and continuing until at least one hour after sunrise. "Common Area" means all of those areas within the exterior boundaries of its respective parcel except for parking spaces, any location where a building or fuel canopy is constructed (as such location may exist from time to time and in accordance with this Declaration) and loading area and docks.

(d) An Owner may erect a construction fence around the construction sites on its respective Parcel in connection with the performance of construction activities thereon; provided, however, that such construction fence must be placed in such a manner so as to not violate Section 2(d) of this Declaration.

P06: Where is the detention area?

(e) **Maintenance of Detention Area.** The Detention Area and the Detention Facilities shall be maintained by the Owner of the Detention Area in orderly, safe, and sanitary condition, in such a manner as to facilitate the orderly detention of water by means thereof, and in compliance with all applicable laws, statutes, ordinances, codes, rules and regulations of applicable governmental authorities. The Owners agree the Detention Area and Detention Facilities benefit the entire Property therefore each Owner shall pay to the Owner of the Detention Area its proportionate share based on the square footage of its respective Parcel as it bears to the square footage of the Property (excluding the square footage of the Detention Area) for reasonable costs directly related to and arising from the operating, maintaining, repairing, and insuring the Detention Facilities, within thirty (30) days of receipt of an invoice from the Owner of the Detention Area or from any contractor hired by Owner of the Detention Area to perform maintenance on the Detention Area and Detention Facilities. Any Owner who fails to reimburse the Owner of the Detention Area timely, shall be liable for interest thereon at a per annum rate of twelve percent (12%) from the date incurred until the date paid, and the costs of collection (if any), shall be borne by the delinquent Owner. The Detention Area and Detention Facilities shall be subordinate to the lien of any third party deed of trust previously recorded against such Owner's Parcel, and the drainage of one particular Parcel), the Owner whose land is serviced by such portion shall bear all maintenance costs related to same.

PSO: I would like to see the UNDERGROUND SERVICE section added to the Covenants.

C. UNDERGROUND SERVICE.

6. **Damage to Access Easement Area or Drainage Easement Area.** Each Owner shall refrain from causing any damage to the Drives, the Access Easement Area, and any and all OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

7. **Underground Service Cables and Gas Service Lines.** ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

8. **The Suppliers of Electric, Communication, and Gas Services.** THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

9. **The Lot Owner Shall Be Responsible For The Protection Of The Underground Service Facilities Located On Said Owner's Lot And Shall Prevent The Alteration Of Grade Or Any Construction Activity Which Would Interfere With The Electric, Communication, Or Gas Service Facilities.** EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF SAID OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

10. **The Foregoing Covenants Set Forth In This Subsection C. Shall Be Enforceable By Each Supplier Of Electric, Communication, Or Gas Service And The Owner And Subsequent Owners Of The Lot Agree To Be Bound Hereby.**

of the defaulting Owner if the defaulting Owner fails to use diligent efforts to cure such default; provided, however, in the event of a maintenance emergency (including, but not limited to, any event that materially interferes with the use of the Drives), thirty (30) days prior written notice is not required and the non-defaulting Owner shall have the right to immediately perform and complete such maintenance obligation on behalf of the defaulting Owner. In any such event, the defaulting Owner shall promptly, and in all events within thirty (30) days of receiving invoice therefor, reimburse the Owner performing such work, the reasonable cost thereof.

8. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owners, individually or collectively, shall be entitled to all legal and equitable remedies. Without limitation of the foregoing, any Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including full damages (actual and consequential), payment of any amounts due and/or specific performance. This Declaration may also be enforced against any person violating or attempting or threatening to violate any provision of the same which enforcement shall occur by self-help or by legal proceedings for damages, to restrain or enjoin any such violation or to compel specific performance of any obligation hereunder.

9. **Use Restrictions.**

(a) For so long as Parcel _____ is leased or otherwise occupied by McDonald's USA, LLC ("McDonald's"), the Owners of the remaining Parcels covenants and agree not to lease, rent, occupy, or allow to be leased, rented, or occupied, any part of the remaining parcels for a Burger King, Wendy's, Whataburger, Freddy's, Carl's Jr., Five Guys, Culver's, the Habit Burger, Hardees, Checkers, Sonic, In-N-Out Burger and Braum's

(b) For so long as Parcel _____ is leased or otherwise occupied by Tinker Federal Credit Union ("TFCU"), the Owners of Parcel _____, Parcel _____, and Parcel _____ (omit McDonald's Parcel) covenants and agree not to lease, rent, occupy, the TFCU Restricted Parcels, or any portion thereof, for a retail banking institution, consumer banking institution, savings and loan association, credit union, stock brokerage company or other financial planning company, and/or operation of exterior and interior ATMs or ITMs or any drive through ATM or ITM facilities, both directly and through subsidiaries and affiliates, including, without limitation,, banking, mortgage lending, insurance, and securities services, or any other financial institution (including, without limitation, a drive through facility or ATM or ITM) (collectively, the "Credit Union Exclusive") (the Credit Union Exclusive and the McDonald's Exclusive are collectively referred to herein as the "Restricted Uses").

(c) To the extent the Restricted Uses are found by a court of competent jurisdiction to be unreasonable or unenforceable, then such covenants shall be limited only to the extent that such court determines are reasonable and enforceable. McDonald's or TFCU may, at its election, take appropriate action to enforce the Restricted Uses, which may include, without limitation, the right to institute an action, including an action for damages or injunctive relief, against any Owner or such Owner's tenant which is operating in violation of the Restricted Uses.

10. **Taxes and Assessments.** Each Owner shall be solely responsible for the payment of all taxes and assessments levied against its respective Parcel.

Note: look at #11

11. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention Declarant that this Declaration shall be strictly limited to and for the purposes expressed herein.

12. **No Interference.** All easements granted herein shall be used in such a manner so as not to unreasonably interfere with business operations on a respective Parcel; provided, however, that any interference with the Drives is hereby deemed unreasonable and is prohibited, except as otherwise set forth herein.

13. **Easements Non-Exclusive.** The easements granted herein are not exclusive and each Owner shall have the right to enjoy the portion of the easements herein granted and to grant such other easements, rights or privileges to such persons and or entities and for such purposes as the Owner of each Parcel in its discretion may select, so long as such purposes do not unreasonably interfere with the easements described herein.

14. **Entire Agreement.** This Declaration constitutes the entire agreement and declaration of Declarant relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the then-Owners of all of the Parcels, and only with the prior written consent of 7-Eleven, so long as it, its successors, assigns or assignees is leasing or otherwise occupying Parcel A.

P07: is this correct?

15. **Insurance and Indemnification.** Each Owner shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Texas. Such insurance shall provide that it shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each party shall provide a certificate of such insurance coverage to the other. Each Owner shall indemnify and hold the other Owner(s) harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by an Owner in connection with the exercise by such Owner' use of the easement rights created herein, except to the extent caused by the negligence or willful act of such Owner or its Permittees. Notwithstanding the foregoing, for so long as Parcel A is subject to a lease agreement with a 7-Eleven Entity, 7-Eleven may be a self-insurer with respect to the activities under this Agreement with such self-insurance covering the same casualties and perils which would be insured against in the insurance policy required above, and such self-insurance shall satisfy the obligations of the Owner of Parcel A under this Section 15.

16. **Extent of Liability.** Notwithstanding any other provision contained in this Declaration to the contrary, each Owner hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. Each Owner agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to time.

17. **Ownership.**

(a) **Warranty of Title.** Declarant covenants and warrants that it is the owner in fee simple of the Property and that it has a good and lawful right to convey these easements. Each Declarant and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under such Declarant and its successors and assigns.

(b) **Subordination of Liens.** Each Owner agrees that all mortgages, deeds of trust, deeds to secure debt placed upon each Owner's respective Parcel shall be subordinate and inferior to the easements created by this Declaration, and to the extent that any such mortgages, deeds of trust, deeds to secure debt presently exist, each party shall have all necessary parties execute a mutually agreeable subordination agreement which shall be recorded in conjunction herewith.

18. **Duration.** The provisions of this Declaration shall run with and bind the land described herein and, except as otherwise provided herein, shall be and remain in effect perpetually to the extent permitted by law.

19. **Time of the Essence.** Time is of the essence of this Declaration and every term and condition hereof, provided, however, that if the date for the performance of any action or obligation required hereunder occurs on a Saturday, Sunday, or legally recognized federal holiday, the date of performance of such action or obligation shall be the next business day.

20. **Waiver.** Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any covenants, conditions or agreements contained herein.

21. **Severability.** All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term provision, covenant or agreement to person, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

22. **Notices.** All notices required under this Declaration shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iv) personal delivery and the date of such notice will be deemed to have been the date on which such notice is received as shown by the certified mail return receipt or a commercial delivery service record or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. All notices shall be addressed as follows, unless otherwise specified in writing:

Declarant: Peak Broken Arrow, LLC
Attn: Ben Paige
14841Dallas Pkwy, Suite 735
Dallas, TX 75254

23. **Miscellaneous.** This Declaration shall be governed in accordance with the laws of the State of Oklahoma. The paragraph headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof. No party shall be obligated to take any action to enforce the terms of this Declaration or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder.

24. **Attorney's Fees.** In the event any Owner shall institute any action or proceeding against another Owner relating to the provisions of this Declaration or any default hereunder, or to collect any amounts owing hereunder, or an arbitration, mediation or other proceeding is commenced by agreement of one or more Owners to any dispute, the non-prevailing party shall reimburse the prevailing party for the reasonable expenses of attorneys' fees, expert witness fees and disbursements, including those related to appeals, incurred by the prevailing party.

Peak Broken Arrow Addition

IN WITNESS WHEREOF, Declarant hereby executes this Declaration effective as of the Effective Date.

DECLARANT:

PEAK BROKEN ARROW, LLC

By: VAQUERO VENTURES MANAGEMENT, LLC, General Partner

By: _____
Clinton Anderson, Manager

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Clinton Anderson, Manager of Peak Broken Arrow, LLC, a Texas limited liability company.

Notary Public, State of Texas

LIEN HOLDER'S CONSENT AND SUBORDINATION

The undersigned, Texas Bank and Trust Company ("Lien Holder"), is the owner and holder of a Mortgage against the Property described herein above being recorded under instrument No. 202000261712, Property Records of TULSA County, Oklahoma ("Deed of Trust"). The Lien Holder joins in the execution of this Declaration in order to evidence its consent to subordinate its Deed of Trust to this Declaration.

This consent shall not be construed or operate as a release of said Deed of Trust or liens owned and held by the undersigned, or any part thereof, as to the property described in the Deed of Trust.

Executed this _____ day of _____, 2021.

LIEN HOLDER:

By: _____

THE STATE OF _____ §

_____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____, as _____ of _____, a _____ on behalf of said _____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My Commission Expires: _____

Printed/Typed Name

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

Legal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/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 U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);
Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;
Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;
Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by 'Aspen Creek Towne Centre I', Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;
Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;
Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;
Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02"; a chord bearing of S 64°12'19" W and a chord length of 235.88 feet;
Thence along the Southwesterly boundary of said 'Aspen Creek Towne Centre I', N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);
Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet;
Thence S 51°56'46" W a distance of 337.17 feet;
Thence S 16°07'11" W a distance of 528.32 feet;
Thence S 78°45'41" W a distance of 178.59 feet;
Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);
Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;
Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;
Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;
Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;
Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

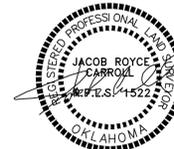
THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOT(S) AND BLOCK(S), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS Peak Broken Arrow Addition, A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA.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

CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "Peak Broken Arrow Addition", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.
EXECUTED THIS 4th DAY OF December, 2024.

Jacob R. Carroll
LICENSED LAND SURVEYOR
OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)



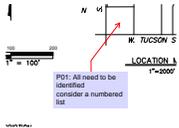
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED (Name), TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES: (SEAL)

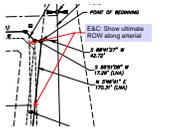
Creek TPK_Aspen_Cond._Final_Plat_Master_1_28_25_v1.pdf Markup Summary

Callout (8)



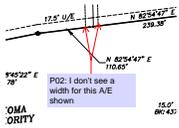
Subject: Callout
Author: JHensley

P01: All need to be identified consider a numbered list



Subject: Callout
Author: JHensley

E&C: Show ultimate ROW along arterial



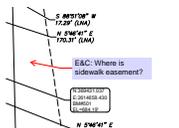
Subject: Callout
Author: JHensley

P02: I don't see a width for this A/E shown



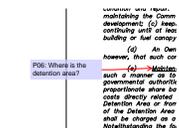
Subject: Callout
Author: JHensley

P04: Update all exhibit and parcel language



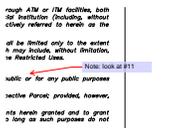
Subject: Callout
Author: JHensley

E&C: Where is sidewalk easement?



Subject: Callout
Author: JHensley

P06: Where is the detention area?



Subject: Callout
Author: JHensley

Note: look at #11



Subject: Callout
Author: JHensley

PSO: I would like to see the UNDERGROUND SERVICE section added to the Covenants:

C. UNDERGROUND SERVICE.

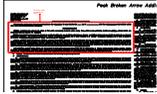
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE UTILITY EASEMENTS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT. PROVIDED THAT, UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE, AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL, OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIERS OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH THEIR RESPECTIVE AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS SERVICE FACILITIES. EACH SUPPLIER OF SERVICE

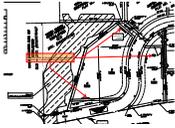
Cloud+ (1)



Subject: Cloud+
Author: JHensley

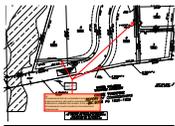
This section need to be reviewed and revised

DEV COMMENT (3)



Subject: DEV COMMENT
Author: jdickeson

01
Label the width on the private drainage easement and label as a private stormsewer easement



Subject: DEV COMMENT
Author: jdickeson

04
All easements that do not parallel a boundary or other dimensioned line will need to include bearings and distances to establish the location of the easement.
All easements need to be able to be located and dimensioned.



Subject: DEV COMMENT
Author: jdickeson

05
Identify the width of the A/E from the property line and the radius's on it.

Group (9)



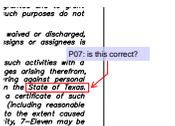
Subject: Group
Author: JHensley

P03: I don't think this is correct.



Subject: Group
Author: JHensley

P05: Not found



Subject: Group
Author: JHensley

P07: is this correct?



Subject: Group
Author: jdickeson

02
Locate the private easment outside of the public easement as shown on the engineering plans.



Subject: Group
Author: jdickeson

03
Add dimensions to show the location of the private easements along the property or R/W lines



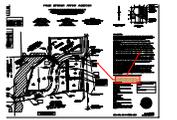
Subject: Group
Author: jdickeson

E02
Show the limits of no access and the limits of access along aspen. Using the distance to describe the LNA from the corner to the lot 2-3 line prohibits access being granted using the A/E



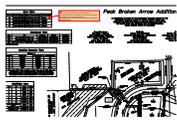
Subject: Group
Author: jdickeson

E03
Extend the LNA to the A/E



Subject: Group
Author: jdickeson

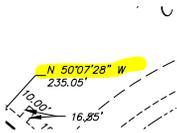
E05
Only the highlighted bearings on the plan view were reviewed against the Legal Description and were identified that they did not match the items in the legal description.
Revise the legal or the plat text to match each other.
Not all discrepancies in the legal were highlighted.



Subject: Group
Author: jdickeson

E06
Revise C3 to reflect the data for the boundary line. Another C# will need to be added to continue the curve past the boundary line for the proposed R/W. The lengths of 160.94+102.75 do not equal the curve length in the legal of 234.77

Highlight (1)



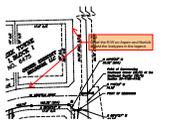
Subject: Highlight
Author: jdickeson

Jason Comments (4)



Subject: Jason Comments
Author: jdickeson

E01
The A/E, private Stormsewer easement, and U/E all use the same linetype and are indistinguishable from each other, clarify the different easements using different linetypes and add them to the legend



Subject: Jason Comments
Author: jdickeson

E04
Label the R/W on Aspen and Norfolk or add the linetypes in the legend.



Subject: Jason Comments
Author: jdickeson

E07
Revise section 3 and remove the detention references or identify the detention areas on the plat.
Add language identifying who will be responsible for the maintenance of the private storm sewer, the collection of the repair costs, and the consequences for failure to pay.
Add language that the use of the private stormsewer infrastructure cannot be restricted by any of the lots.

Peak Broken Arrow Addition

A SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

Owner/Developer:
Ben Paige - Partner
Peak Development Partners
14841 Dallas Parkway, Suite 735
Dallas, TX 75254
Phone (314) 775-4110
Email: bpaige@peak-dp.com

Engineer:
Animas Civil Engineering
Oklahoma CA# 9445, Exp. 06/30/2026
1610 Mapleleaf Dr.
Wylie, TX 75098
Phone (214) 803-1099
Email: michael@animascivil.com

Surveyor:
Bearing Tree Land Surveying
Oklahoma CA# 4568, Expires 06/30/26
7100 N. Broadway Extension
Oklahoma City, Oklahoma 73116
Phone (405) 605-1081

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	321.31	229.50	80.22	N38° 38' 53"E	295.70
C2	219.11	156.50	80.22	N38° 38' 53"E	201.64
C3	263.77	310.00	48.75	S64° 12' 19"W	255.88
C4	280.97	390.00	41.28	S19° 10' 43"W	274.93
C5	223.25	310.00	41.26	S19° 10' 16"W	218.46

No.	Set	Northing	Easting	Elevation
500	1/2" Iron Pin w/ Alum cap	369622.6750	2614128.1520	675.9700
501	1/2" Iron Pin w/ Alum cap	369431.0370	2614658.4300	684.1900
502	1/2" Iron Pin w/ "GREENHEAD" cap	368895.9630	2613798.7320	669.8800

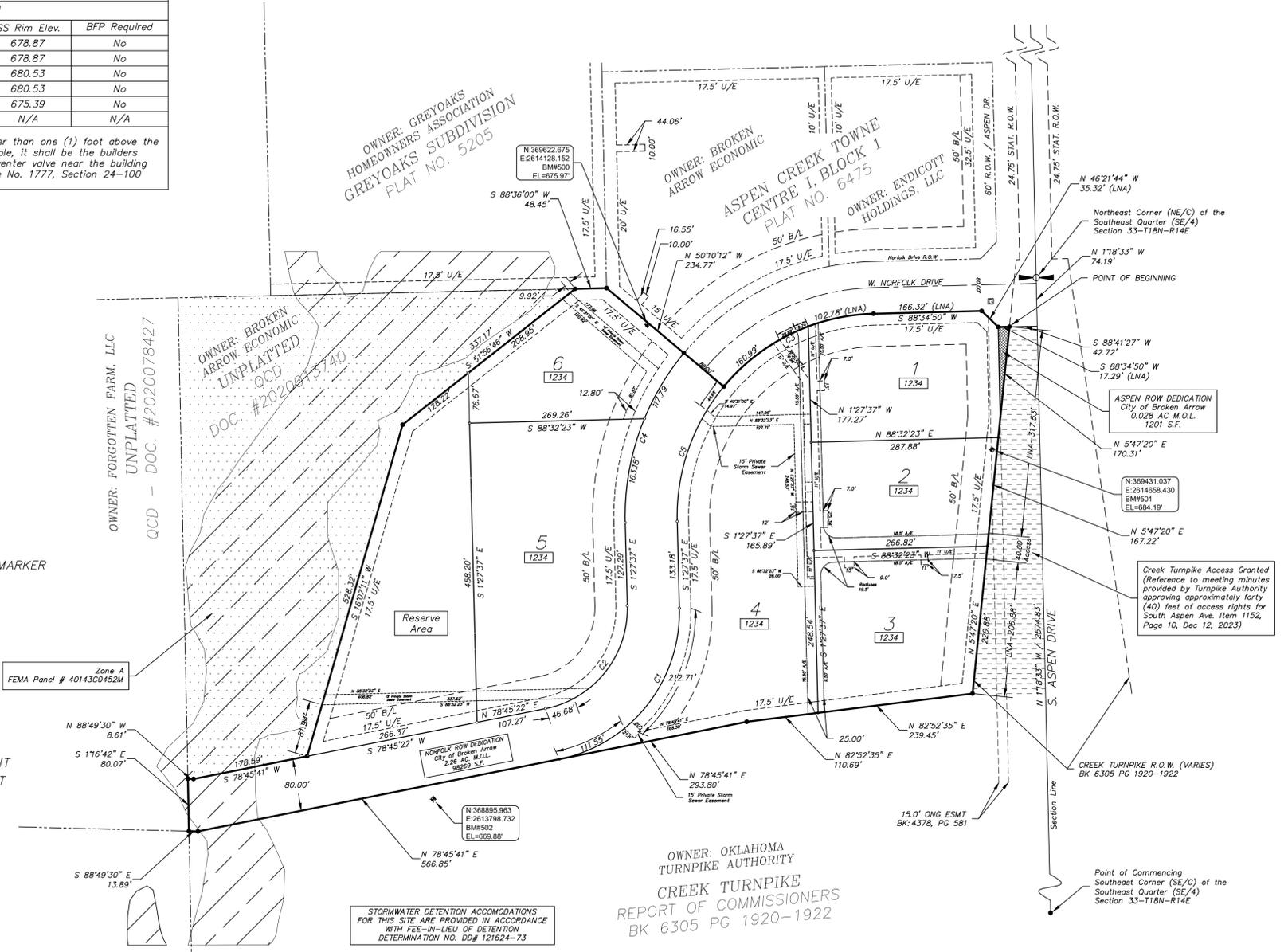
DATUM: NAVD 88

Block 1			
Lot No.	Approx. FF	SS Rim Elev.	BFP Required
1	682.00	678.87	No
2	681.00	678.87	No
3	684.00	680.53	No
4	681.00	680.53	No
5	677.00	675.39	No
6	N/A	N/A	N/A

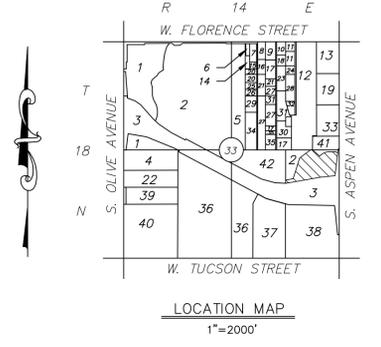
If the actual finish floor elevation is lower than one (1) foot above the rim elevation of the upstream manhole, it shall be the builders responsibility to install a backflow preventer valve near the building according to Broken Arrow ordinance No. 1777, Section 24-100

Blk	Lot	Area	Acres
1	1	55736	1.28
1	2	46010	1.06
1	3	59631	1.37
1	4	117214	2.69
1	5	101433	2.33
1	6	47052	1.08
R.O.W. Dedicated to Public		99471	2.28
Subdivision Gross		526546	12.09
Subdivision Net		427076	9.80

- LEGEND:**
- - 1/2" IRON PIN
 - - CALCULATED POINT
 - ⊠ - NATURAL GAS PIPELINE MARKER
 - ⊙ - SEWER MANHOLE
 - ⊕ - WATER RUNOFF INLET
 - ⊖ - WATER METER
 - ⊗ - FIRE HYDRANT
 - ⊘ - WATER VALVE
 - U/E - UTILITY EASEMENT
 - A/E - ACCESS EASEMENT
 - STAT. - STATUTORY
 - B/L - BUILD LINE
 - [1234] - ADDRESS PLACE HOLDER
 - LNA - LIMITS OF NO ACCESS
 - A/E - ACCESS EASEMENT
 - U/E - UTILITY EASEMENT
 - RESERVE AREA
 - ULTIMATE R.O.W. AREA



No.	Owner	No.	Owner
1	BEVERLY COMPANIES INC	12	OKLAHOMA SUBDIVISION
2	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	13	COOP MEDICAL GROUP OF LATER-SAY SAINTS
3	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	14	EMMETT WOOD
4	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	15	EMMETT WOOD
5	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	16	EMMETT WOOD
6	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	17	EMMETT WOOD
7	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	18	EMMETT WOOD
8	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	19	EMMETT WOOD
9	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	20	EMMETT WOOD
10	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	21	EMMETT WOOD
11	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	22	EMMETT WOOD
12	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	23	EMMETT WOOD
13	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	24	EMMETT WOOD
14	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	25	EMMETT WOOD
15	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	26	EMMETT WOOD
16	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	27	EMMETT WOOD
17	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	28	EMMETT WOOD
18	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	29	EMMETT WOOD
19	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	30	EMMETT WOOD
20	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	31	EMMETT WOOD
21	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	32	EMMETT WOOD
22	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	33	EMMETT WOOD
23	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	34	EMMETT WOOD
24	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	35	EMMETT WOOD
25	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	36	EMMETT WOOD
26	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	37	EMMETT WOOD
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28	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	39	EMMETT WOOD
29	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	40	EMMETT WOOD
30	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	41	EMMETT WOOD
31	BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY	42	EMMETT WOOD



LEGAL DESCRIPTION:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/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 U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33);

Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet;

Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning;

Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet;

Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet;

Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 166.32 feet;

Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet;

Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33);

Thence along the North line of the Northeast Quarter (NE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet;

Thence S 51°56'46" W a distance of 337.17 feet;

Thence S 16°07'11" W a distance of 528.32 feet;

Thence S 78°45'41" W a distance of 178.59 feet;

Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33);

Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority;

Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet;

Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet;

Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet;

Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

SUBDIVISION STATISTICS:

Subdivision contains six (6) lots in one (1) block.

Subdivision contains 14.16 total acres (616,675 sq ft.)

MONUMENTATION:

1/2" Iron Pins to be set at all lot corners unless otherwise noted.

BASIS OF BEARING:

The Oklahoma North - State Plane Coordinate, Zone NAD 83 (2011) was used as the Basis of Bearing for this survey.

Vertical Datum: NAVD 88

FLOOD HAZARD INFO:

Firm panel # 40143C0452M
Effective date: 9/12/2024
Subject property is located in ZONE X (Unshaded)

ZONING:

Subject property is zoned: CH (Commercial Heavy)

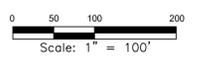
ADDRESS DISCLAIMER:

Addresses shown on this plat are accurate as of the time the plat was filed. Addresses are subject to change and should never be relied on in place of the legal description.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor: _____

Name of City Clerk: _____



Peak Broken Arrow Addition

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT Peak Broken Arrow Addition AND Peak Development Partners, HERINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, TO-WIT:

Legal Description:

A tract of land that is a part of the Northeast Quarter of the Southeast Quarter (NE/4 SE/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 U.S. Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southeast corner of Southeast Quarter (SE/4) of said Section Thirty-three (33); Thence along the East line of said Southeast Quarter (SE/4), N 01°18'33" W a distance of 2574.83 feet; Thence S 88°41'27" W a distance of 42.72 feet to a point on the Right-of-Way for Oklahoma Turnpike Authority as recorded in Book 6305, Page 1920, at the Office of the Tulsa County Clerk being the Point of Beginning; Thence along the Southerly Right-of-Way of West Norfolk Drive, dedicated by "Aspen Creek Towne Centre I", Plat #6475, as filed at the Office of the Tulsa County Clerk, S 88°34'50" W a distance of 17.29 feet; Thence continuing along said Southerly Right-of-Way, N 46°21'44" W a distance of 35.32 feet; Thence continuing along said Southerly Right-of-Way, S 88°34'50" W a distance of 186.32 feet; Thence continuing along said Southerly Right-of-Way on a tangent curve to the left, having a radius of 310.00 feet, an arc length of 263.77 feet, a central angle of 48°45'02", a chord bearing of S 64°12'19" W, and a chord length of 255.88 feet; Thence along the Southwesterly boundary of said "Aspen Creek Towne Centre I", N 50°10'12" W a distance of 234.77 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of said Section Thirty-three (33); Thence along the North line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33), S 88°36'00" W a distance of 48.45 feet; Thence S 51°56'46" W a distance of 337.17 feet; Thence S 16°07'11" W a distance of 528.32 feet; Thence S 78°45'41" W a distance of 178.59 feet; Thence N 88°49'30" W a distance of 8.61 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of said Section Thirty-three (33); Thence along said West line, S 01°16'42" E a distance of 80.07 feet to a point on the Northerly Right-of-Way of said Oklahoma Turnpike Authority; Thence continuing along said Right-of-Way, S 88°49'30" E a distance of 13.89 feet; Thence continuing along said Right-of-Way, N 78°45'41" E a distance of 860.65 feet; Thence continuing along said Right-of-Way, N 82°52'35" E a distance of 350.14 feet; Thence continuing along said Right-of-Way, N 05°47'20" E a distance of 564.41 feet to the POINT OF BEGINNING.

(Containing 616,675 square feet, or 14.16 Acres, more or less).

and hereby certify that they have caused to be surveyed, staked and platted in conformity to the attached plat, which is hereby adopted as the plat of the above land, under the name of "PEAK BROKEN ARROW ADDITION", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

SECTION I. STREETS, EASEMENTS, AND UTILITIES.

1. The Owner does hereby dedicate to the public the street rights-of-way as depicted on the accompanying plat. Additionally, the Owner does hereby dedicate to the public the utility easements designated as "U.E." or "Utility Easement" for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along all of the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner herein imposes a restrictive covenant, which covenant shall be binding on each lot owner and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that is within the utility easements depicted on the accompany 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 that do not constitute an obstruction. Private service lines and private storm sewer lines may cross the public utility easements but not be located in the easement and run parallel inside the easement. Franchise utilities defined in section 1.2 may be located in the public utility easements.

2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone, cable television and natural gas service, the lot is subject to the following:

- a. Overhead pole lines for the supply of electric, telephone and cable television service may be located within the perimeter easements of the subdivision. Street light poles or standards may be served by overhead line or underground cable and elsewhere throughout the Subdivision. All supply lines including electric, telephone, cable television and gas lines shall be located underground in the easement ways dedicated for the general utility services and in the rights-of-ways of the public streets, as depicted on the attached plat. Service pedestals and transformers, as sources of supply of secondary voltages, may also be located in said easement-ways.
- b. Underground service cables and gas service lines to all buildings which may be located 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 building as may be located upon said lot; provided that upon the installation of such service cable or a gas service line to a particular building, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or gas line, extending from the service pedestal transformer or gas main to the service entrance on the building.
- c. 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 to 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.

d. The owner of shall be responsible for the protection of the underground electric, telephone, cable television or gas service lines located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas service line facilities. The supplier of service will be responsible for the ordinary maintenance of underground facilities, but the owner of will pay for damage or relocation so such facilities caused or necessitated by acts of such owner of his agents or contractors.

e. The foregoing covenants set forth in this paragraph "2" shall be enforceable by each supplier of the electric, telephone, cable television or gas service and the owner of the lot agrees to be bound hereby.

3. WATER, SANITARY SEWER, AND STORM SEWER SERVICE

a. Owner of the each Lot shall be responsible for the protection of the public water mains, sanitary sewer mains, and storm sewers located on their lot.

b. Within the utility easements areas depicted on the accompanying plat, the alteration of grade from the contours existing upon the completion of the installation of a public water main, sanitary sewer main, or storm sewer or any construction activity which would interfere with public water mains, sanitary sewer mains, and storm sewers shall be prohibited.

c. The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water mains, sanitary sewer mains, and storm sewers, but the Owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the Owner his agents or contractors.

d. The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easements depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water, sanitary sewer or storm sewer facilities.

e. All private storm sewer is the responsibility of the lot owner.

f. The foregoing covenants set forth in the above paragraphs shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the Owners of the Lots agrees to be bound.

4. OWNER RESPONSIBILITY WITHIN EASEMENTS

The owner of the PEAK BROKEN ARROW ADDITION shall be responsible for the repair and replacement of any landscaping and paving within the utility easements on the plat in the event it is necessary to install, maintain, replace or remove any underground water or sewer mains, electric, gas service lines, cable television, telephone service.

5. LAND USE

All construction is to be strictly according to the City of Broken Arrow, Oklahoma, zoning codes.

6. SIDEWALKS

Sidewalks are required along streets designated by and in accordance with subdivision regulations. Required sidewalks shall be constructed in conformance with City of Broken Arrow Engineering design standards, by the Owner/Developer. Sidewalks will be constructed at the time a building permit is issued on a lot. Sidewalks along street frontages in reserve areas need to be constructed with the streets.

7. LOT SURFACE DRAINAGE

Each lot shall receive and drain, in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation and from public streets and easements. No lot owner shall construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his lot.

8. BUILDING MATERIALS

Building designs, facades and materials shall comply with the minimum standards set forth in II applicable City of Broken Arrow ordinances and regulations.

9. LANDSCAPED AREA AND SCREENING

All landscaping and screening shall meet or exceed the requirements and ordinances of the City of Broken Arrow.

10. MUTUAL ACCESS EASEMENTS

Mutual access easements are required to be provided by all platted lots and lots created by future lot splits or re-plot for the purposes of permitting vehicular and pedestrian access to and from the streets and areas adjacent to and within the "Property". Such easement(s) shall be for the mutual use and benefit of owners of lots within the "Property", their respective guests, invitees, successors and assigns, 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 "Property".

11. LIMITS OF NO ACCESS

The owner hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to the streets as depicted on this plat as "Limits of No Access" (LNA). Limits of access and no access may be amended or released by the Broken Arrow Planning Commission, or its successor and with the approval of the City of Broken Arrow.

SECTION II. RESERVE AREA DRAINAGE AND DETENTION EASEMENT

The owner does dedicate Reserve Areas, Overland Drainage and Detention Easement as designated on this plat for the purposes of permitting the flow conveyance, detention, discharge and perpetual drainage of stormwater runoff over and across property as designated on this Plat as approved by the city of Broken Arrow. Detention and other drainage facilities constructed within said reserve, drainage and detention easement area shall be in accordance with standards and specifications approved by the city of Broken Arrow. No fence, wall, building or other obstruction may be placed or maintained in the detention easement area nor shall there be any iteration of the grades or contours in such easement area unless approved by engineering and construction department of the city of Broken Arrow. The Owner/Developer of is permitted to install landscaping, lighting, signage, and irrigation systems in Reserve. It is also expressly understood that the maintenance of Reserve, is the responsibility of the Owner/Developer of. The City of Broken Arrow shall have no liability for any damage to, including but, not limited to signage, lighting, landscaping, or irrigation systems within Reserve. The foregoing covenants set forth in this paragraph shall be enforceable by any affected lot owner and by the Broken Arrow Development Authority.

SECTION III. TERM, AMENDMENT, AND ENFORCEMENT

1. The covenants and restrictions set forth herein shall be covenants which shall run with the land and which shall be binding upon and enforceable by the owner, its successors, grantees and assigns, by the beneficiaries of the covenants set forth with respect to such covenants only, for a period of twenty (20) years, at which time such covenants and restrictions shall be extended for successive periods of ten (10) years. The covenants and restrictions may be amended or modified at any time by the Peak Development Partners.

2. Peak Development Partners, reserves the right in its sole discretion and without joinder of any party to amend, revise or abolish any one or more of the above covenants and restrictions by instrument duly executed and acknowledged by Peak Development Partners and filed in the office of the Tulsa County Clerk.

3. Invalidation of any restriction set forth herein, or any part thereof, by any order, judgment, or decree of any court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof that's set forth herein which shall remain in full force and effect.

In witness whereof _____ has executed this instrument on this _____ day of _____, 2025.

Peak Development Partners

By: _____ Partner

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

This instrument was acknowledged before me on this _____ day of _____ 2025, by _____ for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, (Jacob R. Carroll), A REGISTERED LAND SURVEYOR, IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "Peak Broken Arrow Addition", A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING. EXECUTED THIS 28th DAY OF MARCH, 2025.

Jacob R. Carroll
LICENSED LAND SURVEYOR
OKLAHOMA NO. CA# 4568, Expires 06/30/26

STATE OF OKLAHOMA)
)SS
COUNTY OF OKLAHOMA)



BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED (Name),

TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS REGISTERED LAND SURVEYOR TO THE FOREGOING CERTIFICATE AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: (SEAL)



City of Broken Arrow

Request for Action

File #: 25-545, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)

Background:

PT-001923-2024, the conditional final plat for Timber Ridge Business Park Amended, contains 14.03 acres and is proposed to be divided into 10 lots, which is less than the 16 lots that we saw in PT-000837-2023 the preliminary plat (attached). This property is located one-half mile west of Evans Road, south of Kenosha Street and is currently platted as Lots 7-10, Block 1 of Timber Ridge Business Park.

A rezoning request, BAZ-1975, to change the zoning on 44.10 acres of this property from A-1 to IL was approved by City Council on April 4, 2017, along with a request for PUD-259 on the entire 71.94 acres. BAZ-1975 and PUD-259 were approved subject to the property being platted and all future development be in compliance with all requirements of any local, state, or federal regulatory agency. A major amendment to the PUD (PUD-000723-2023), was approved by the City Council on April 16, 2023, subject to the property being replatted.

PT-001923-2024 was heard by TAC (Technical Advisory Committee) on Tuesday April 1st, where none of the stakeholders shared any concerns. The Planning Commission recommended approval (5-0 vote) of this item in their meeting held on April 10, 2025. No one spoke in favor of or in opposition to this item.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

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

Recommendation:

Approve PT-001923-2024 | PR-000171-2023, Conditional Final plat for Timber Ridge Business Park Amended, be approved, subject to the attached checklist.



City of Broken Arrow

Request for Action

File #: 25-489, **Version:** 1

Broken Arrow Planning Commission 04-10-2025

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

Approval of PT-001923-2024 | PR-000171-2023, Conditional Final Plat, Timber Ridge Business Park Amended, 14.03 acres, IL/PUD-000723-2023, one-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)

Background:

Applicant: Wallace Design Collective

Owner: Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing Group, Inc.

Developer: Timber Wolf Excavating, LLC, Kirk & Sherri Hamilton, and Blue House Marketing Group, Inc.

Engineer: Wallace Design Collective

Location: One-half mile west of Evans Road (225th East Avenue), south of Kenosha Street (71st Street)

Size of Tract 14.03 acres

Number of Lots: 10 proposed

Present Zoning: IL (Industrial Light)/PUD-000723-2023

Comp Plan: Level 6 (Regional Employment/Commercial) via BACP-159

PT-001923-2024, the conditional final plat for Timber Ridge Business Park Amended, contains 14.03 acres and is proposed to be divided into 10 lots, which is less than the 16 lots that we saw in PT-000837-2023 the preliminary plat (attached). This property is located one-half mile west of Evans Road, south of Kenosha Street and is currently platted as Lots 7-10, Block 1 of Timber Ridge Business Park.

A rezoning request, BAZ-1975, to change the zoning on 44.10 acres of this property from A-1 to IL was approved by City Council on April 4, 2017, along with a request for PUD-259 on the entire 71.94 acres. BAZ-1975 and PUD-259 were approved subject to the property being platted and all future development be in compliance with all requirements of any local, state, or federal regulatory agency. A major amendment to the PUD (PUD-000723-2023), was approved by the City Council on April 16, 2023, subject to the property being replatted.

PT-001923-2024 was heard by TAC (Technical Advisory Committee) on Tuesday April 1st, where none of the stakeholders shared any concerns.

Water and sanitary sewer service to this property are available from the City of Broken Arrow. According to the

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

Attachments: Checklist
Conditional Final Plat and Covenants
Preliminary Plat PT-000837-2023

Recommendation:

Staff recommends PT-001923-2024 | PR-000171-2023, Conditional Final plat for Timber Ridge Business Park Amended, be approved, subject to the attached checklist.

Reviewed By: Amanda Yamaguchi

Approved By: Rocky Henkel

HMB

The review of the Conditional Final Plat is complete and all comments shall to be addressed as part of the Final Plat submittal using the Final Plat Application.

Any revisions submitted with the Conditional Final Plat application will not be reviewed

Any comments that have not been addressed must have an explanation provided in the Comment Response Letter uploaded with the final plat application

The sheet format for review on the final plat will require the pdf be oriented correctly using the landscape orientation with a paper size of at least 22x34. PDF's submitted on a letter or ledger size or with the incorrect orientation will be returned to the applicant for correction prior to the start of the review.

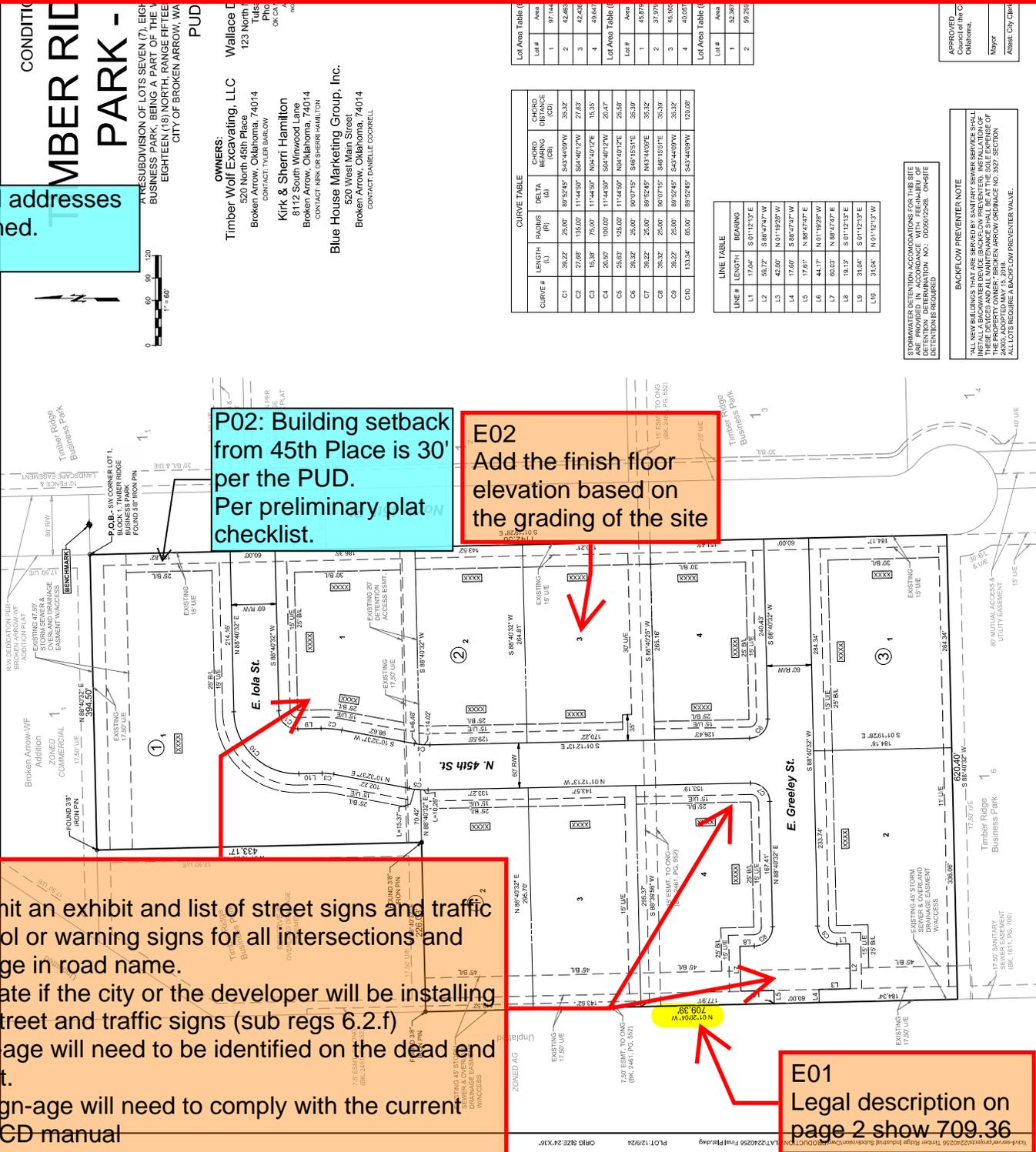
P01: Add addresses as assigned.

P02: Building setback from 45th Place is 30' per the PUD. Per preliminary plat checklist.

E02 Add the finish floor elevation based on the grading of the site

E03 Submit an exhibit and list of street signs and traffic control or warning signs for all intersections and change in road name. Indicate if the city or the developer will be installing the street and traffic signs (sub regs 6.2.f) Sign-age will need to be identified on the dead end street. All sign-age will need to comply with the current MUTCD manual

E01 Legal description on page 2 show 709.36



CURVE TABLE

CURVE #	LENGTH (L)	RADIUS (R)	DELTA (Δ)	CHORD BEARING (CB)	CHORD DISTANCE (CD)
C1	38.22	25.00	89.5245°	S83°44'09"W	35.32
C2	27.08	18.00	111°44'50"	S84°40'27"W	27.08
C3	15.35	25.00	111°44'50"	N83°52'12"E	15.35
C4	20.57	100.00	111°44'50"	S84°40'27"W	20.57
C5	25.03	125.00	90°07'15"	S84°15'51"E	35.32
C6	38.22	25.00	89.5245°	N83°44'09"W	35.32
C7	38.22	25.00	89.5245°	N83°44'09"W	35.32
C8	38.22	25.00	89.5245°	S84°40'27"W	35.32
C9	38.22	25.00	89.5245°	S84°40'27"W	35.32
C10	133.34	65.00	89.5245°	S84°40'27"W	120.38

LINE TABLE

LINE #	LENGTH	BEARINGS
L1	17.04'	S 0°12'13" E
L2	50.27'	S 89°27'27" W
L3	42.00'	N 0°19'58" W
L4	17.09'	S 88°47'47" E
L5	17.51'	N 88°47'47" E
L6	44.17'	N 0°19'58" W
L7	60.03'	N 89°57'47" E
L8	18.13'	S 0°12'13" E
L9	31.84'	S 0°12'13" E
L10	31.84'	N 0°12'13" W

Lot Area Table (Block 1)

Lot #	Area (Acres)
1	97.144
2	42.468
3	42.468
4	49.647

Lot Area Table (Block 2)

Lot #	Area (Acres)
1	45.275
2	37.879
3	45.105
4	40.977

Lot Area Table (Block 3)

Lot #	Area (Acres)
1	52.397
2	99.256

BACKFLOW PREVENTER NOTE

ALL NEW BUILDINGS MUST HAVE A BACKFLOW PREVENTER INSTALLED AT THE POINT OF ENTRY INTO THE BUILDING. THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. PER OKLAHOMA REGS. 240.10-1.10, SECTION 240.10-1.10, ADOPTED MAY 12, 2016. ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.

APPROVED: _____
 Mayor

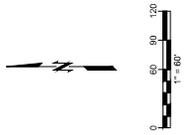
 Attest City Clerk

CONDITIONAL FINAL PLAT

TIMBER RIDGE BUSINESS PARK - AMENDED

A RESUBDIVISION OF LOTS SEVEN (7), EIGHT (8), NINE (9) AND TEN (10), BLOCK 1, TIMBER RIDGE BUSINESS PARK, BEING A PART OF THE W/2 OF THE NE/4 OF SECTION EIGHT (8), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.

PUD 000723-2023

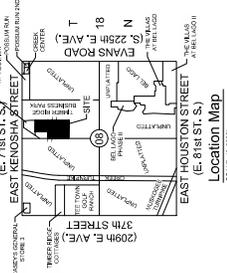


OWNERS:
Timber Wolf Excavating, LLC
 Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Broken Arrow, Oklahoma, 74103
 Phone: (918) 884-5858
 OK CA NO. 1461 EXPIRES 6/30/2025
 www.wallacedesign.com
 info.wallacedesign@wallacedesign.com

ENGINEER:
Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 884-5858
 OK CA NO. 1461 EXPIRES 6/30/2025
 www.wallacedesign.com
 info.wallacedesign@wallacedesign.com

SURVEYOR:
Wallace Design Collective, PC
 123 North Martin Luther King Jr Blvd.
 Tulsa, Oklahoma, 74103
 Phone: (918) 884-5858
 OK CA NO. 1461 EXPIRES 6/30/2025
 www.wallacedesign.com
 info.wallacedesign@wallacedesign.com

Blue House Marketing Group, Inc.
 520 West Main Street
 Broken Arrow, Oklahoma, 74014
 CONTACT DANIELLE COOPER



CURVE TABLE

CURVE #	LENGTH (L)	RADIUS (R)	CHORD BEARING (CB)	CHORD DELTA (CD)	AREA (A)
C1	36.22	25.00	89°52'47"	543.4490W	35.32
C2	27.08	18.00	11°44'50"	504.4617W	27.08
C3	15.35	75.00	11°44'50"	104.5071W	15.35
C4	20.57	100.00	11°44'50"	104.5071W	20.57
C5	25.03	125.00	11°44'50"	104.5071W	25.03
C6	36.22	25.00	90°07'15"	546.1531"E	35.32
C7	36.22	25.00	89°52'47"	543.4490E	35.32
C8	36.22	25.00	90°07'15"	546.1531"E	35.32
C9	36.22	25.00	89°52'47"	543.4490W	35.32
C10	133.34	65.00	89°52'47"	543.4490W	120.08

LINE TABLE

LINE #	LENGTH	BEARINGS	AREA (A)
L1	17.04'	S 0°12'13" E	1.20
L2	50.27'	S 89°27'27" W	1.36
L3	42.00'	N 0°19'58" W	1.04
L4	17.09'	S 89°47'47" E	1.05
L5	17.51'	N 89°47'47" E	1.04
L6	44.17'	N 0°19'58" W	1.04
L7	60.03'	N 89°47'47" E	1.04
L8	18.13'	S 0°12'13" E	0.82
L9	31.84'	S 0°12'13" E	1.20
L10	31.84'	N 0°12'13" W	1.36

Lot Area Table (Block 1)

Lot #	Area
1	97.144
2	42.465
3	42.465
4	49.647

Lot Area Table (Block 2)

Lot #	Area
1	45.979
2	37.979
3	45.105
4	40.937

Lot Area Table (Block 3)

Lot #	Area
1	52.387
2	59.259

LEGEND
 BL = BUILDING SETBACK
 UE = UTILITY EASEMENT
 ES = EXISTING
 P.O.B. = POINT OF BEGINNING
 XXXX = ADDRESS

SUBDIVISION SETBACKS
 SUBDIVISION CONTAINS SETBACKS IN THREE (3) BLOCKS.
 SUBDIVISION CONTAINS 61,038.57 (14.03 ACRES)
 MONUMENTAL CORNERS AND AS NOTED.

MONUMENTAL CORNERS
 38" IRON PINS TO BE SET AT ALL PROPERTY CORNERS.
 1/2" IRON PINS TO BE SET AT MINI BOUNDARY CORNERS.

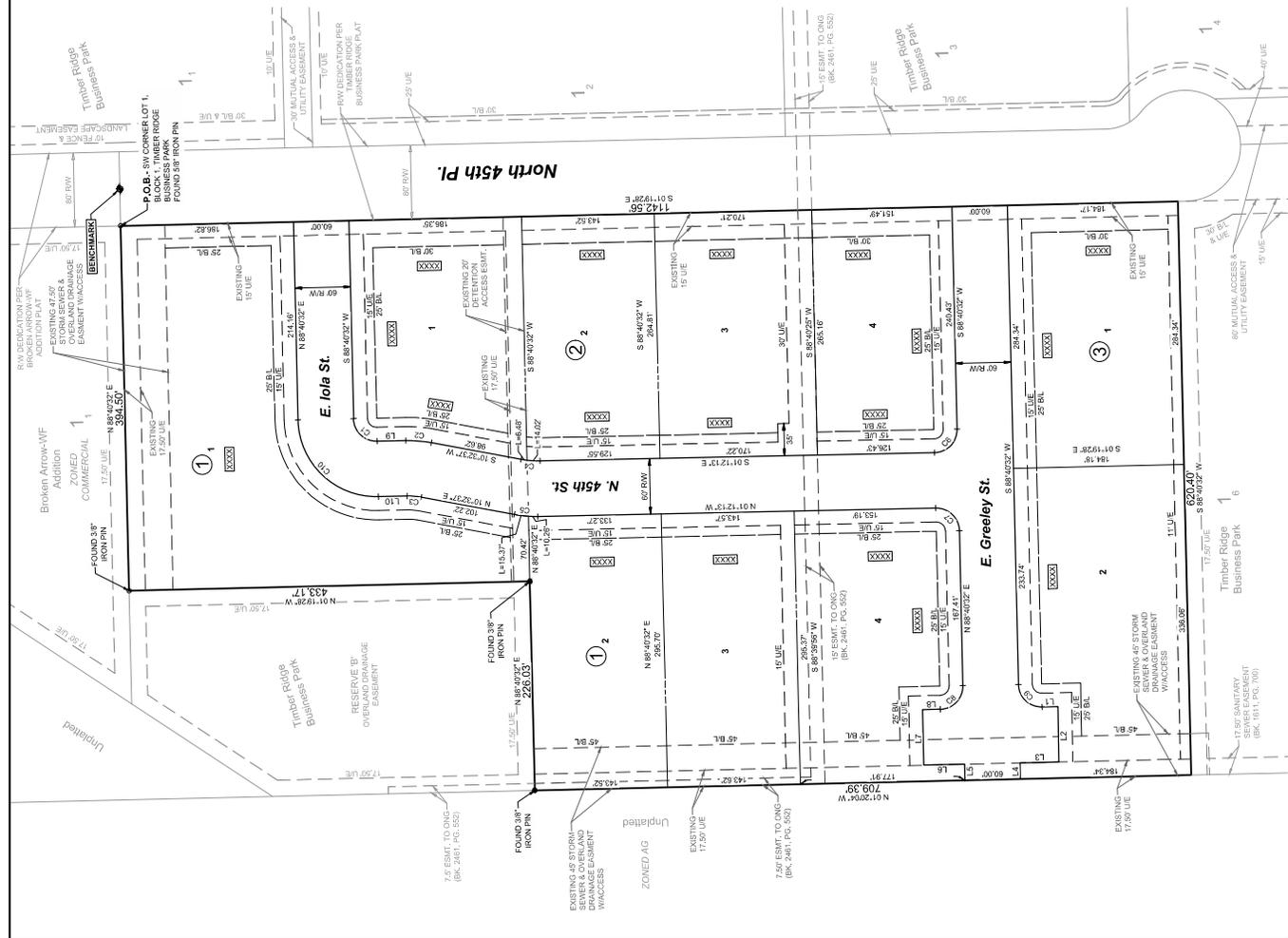
BENCHMARK
 38" IRON PIN IN PAVEMENT AT CENTERLINE OF NORTH 45TH STREET EAST OF LOT 10, BLOCK 1, TIMBER RIDGE BUSINESS PARK.
 NORTHING: 30961.89
 EASTING: 49869.47
 ELEV: 482.24

DATE OF BEARINGS
 THE NON-ASTRINGING BEARINGS FOR SAID TRACT ARE BASED ON AN OKLAHOMA STATE PLANE COORDINATE SYSTEM GRID OF SECTION 8-18-A, R-15-E, OF THE INDIAN MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA.

ADDRESS NOTE
 ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME OF SURVEY. ANY CHANGES TO ADDRESSES OR TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

FLOODPLAIN NOTE
 FLOODPLAIN MAP, WAGONER COUNTY, OKLAHOMA AND INCORPORATED AREA, MAP NO. 40-145C-15L, MAP REBUILT BY THE U.S. ARMY CORPS OF ENGINEERS, WAGONER COUNTY, OKLAHOMA. AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

DATE OF SURVEYOR'S LAST SITE VISIT:
 08/08/2023



APPROVED: _____ By the City of Broken Arrow, Oklahoma.
 Mayor
 Annee City Clerk

BACKFLOW PREVENTER NOTE
 ALL NEW BUILDINGS MUST HAVE BACKFLOW PREVENTERS FOR THE INSTALLATION OF BACKFLOW PREVENTER. INSTALLATION OF THESE DEVICES AND ALL MAINTENANCE SHALL BE AT THE SOLE EXPENSE OF THE PROPERTY OWNER. PER WAGONER COUNTY ORDINANCE NO. 2483, ADOPTED MAY 12, 2016, ALL LOTS REQUIRE A BACKFLOW PREVENTER VALVE.



City of Broken Arrow

Request for Action

File #: 25-587, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of a Sewer Line Easement from CREOKS Mental Health Services, INC., on property located approximately one-quarter mile north of Kenosha Street (71st Street), west of 23rd Street (Countyline Road), Wagoner County, State of Oklahoma, (Section 6, T18N, R15E) (EASE-002156-2025)

Background:

CREOKS Mental Health Services, INC. is dedicating a sewer line easement for purposes providing utility service to a proposed Development. This property is platted as Lot 1, Block 1, RDS Business Park.

The dedication of the waterline easement shown in Exhibit A has been reviewed by Staff and is recommended for acceptance.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Sewer Line Easement Dedication
Exhibit A

Recommendation:

Accept the sewer line easement.

**SEWER LINE EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, CREEKS MENTAL HEALTH SERVICES, INC., by Brent Black, its Chief Executive Officer, the owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in County, to wit:

SEE EXHIBIT "A"

for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a sewer line and appurtenances thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privity with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 4th day of April 2025.

CREEKS MENTAL HEALTH SERVICES,
INC.



Jennifer Johnson, Chief Legal Officer

State of Oklahoma)
)ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 4th day of April, 20 25, personally appeared Jennifer Johnson, CEO, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 2-23-2027

Brian Ormsby
Notary Public



Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Project Engineer: _____ checked: _____

Project:

SANITARY SEWER EASEMENT

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO-WIT:

COMMENCING (P.O.C.) AT THE SOUTHEAST CORNER OF SAID LOT ONE (1); THENCE N01°19'21"W AND ALONG THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 59.85 FEET; THENCE S88°40'39"W FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING** (P.O.B.); THENCE CONTINUING S88°40'39"W FOR A DISTANCE OF 45.00 FEET; THENCE N01°19'21"W FOR A DISTANCE OF 15.00 FEET; THENCE N88°40'39"E FOR A DISTANCE OF 45.00 FEET; THENCE S01°19'21"E FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**; (P.O.B.); SAID TRACT CONTAINING 0.02 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). THE EAST LINE OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK AS N01°19'21"W.

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 3RD DAY OF DECEMBER 2024.





AARON BURNS, P.L.S.
OKLAHOMA NO. 1923
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

SURVEYOR'S LAST SITE VISIT: FEBRUARY 6, 2024



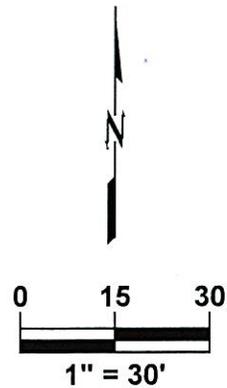
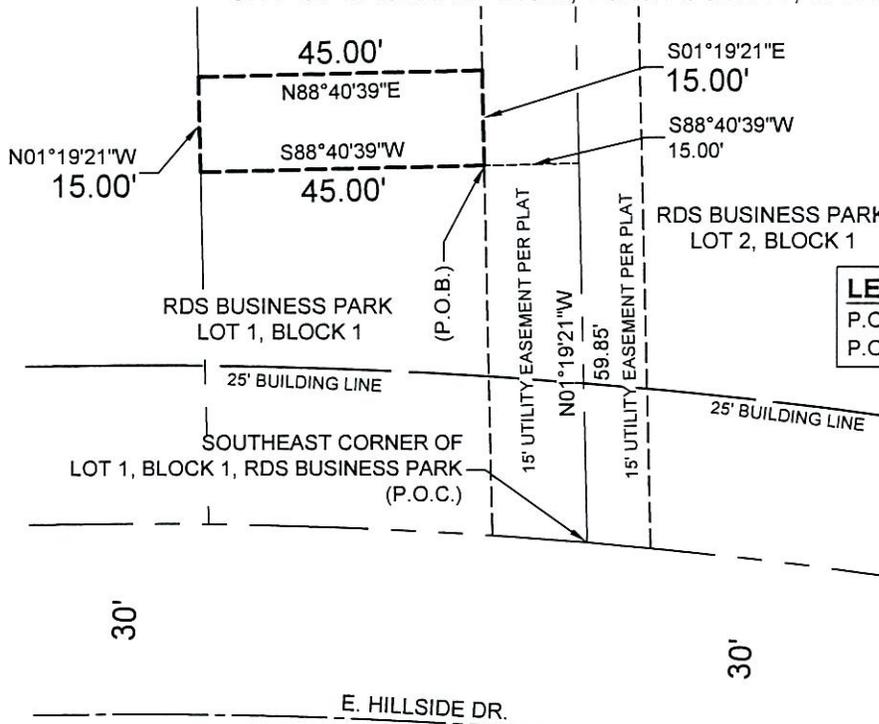
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918.584.5858 800.364.5858
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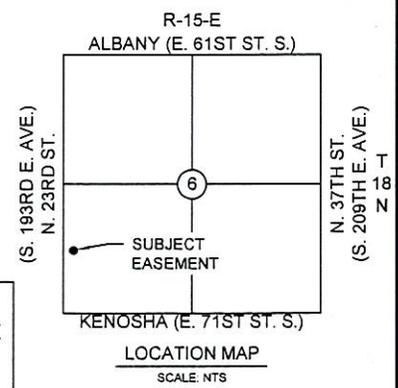
PLAT OF SURVEY SANITARY SEWER EASEMENT Exhibit "A"

SHEET 2 OF 2

A PART OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK,
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



LEGEND
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



BASIS OF BEARINGS
THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). THE EAST LINE OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK AS N01°19'21"W.

SURVEYOR'S LAST SITE VISIT:
FEBRUARY 6, 2024

CERTIFICATION
I, AARON BURNS, 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 3RD DAY OF DECEMBER 2024.



Aaron Burns

AARON BURNS P.L.S.
OKLAHOMA NO. 1923
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

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tulsa, oklahoma 74103
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City of Broken Arrow

Request for Action

File #: 25-586, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of a Sewer Line Easement from RDS Business Park, LLC, on property located approximately one-quarter mile north of Kenosha Street (71st Street), west of 23rd Street (Countyline Road), Wagoner County, State of Oklahoma, (Section 6, T18N, R15E)(EASE-002155-2025)

Background:

RDS Business Park, LLC is dedicating a sewer line easement for purposes providing utility service to a proposed Development. This property is platted as Lot 1, Block 1, RDS Business Park.

The dedication of the waterline easement shown in Exhibit B has been reviewed by Staff and is recommended for acceptance.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Sewer Line Easement Dedication
Exhibit B

Recommendation:

Accept the sewer line easement.

**SEWER LINE EASEMENT
CORPORATE or PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RDS BUSINESS PARK, LLC, an Oklahoma limited liability company by J. Leon Hayden, its Manager, the owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, Oklahoma, a perpetual easement, through, over, under, and across the following described property, situated in County, to wit:

SEE EXHIBIT "B"

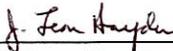
for sewer line and appurtenances exclusively, and for the purpose of permitting the City of Broken Arrow to construct a sewer line and appurtenances thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The City, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said sewer line and appurtenances, and for the purpose of enabling the City to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such sewer line and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 13 day of December 2024.

RDS Business Park, LLC



Mr. J. Leon Hayden, Manager

State of Oklahoma)
)ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 13th day of December, 2024, personally appeared J. Leon Hayden, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors or mayor, as the case may be) and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My Commission Expires: 08/22/2026

LaWilda Hogan
Notary Public



Approved as to Form:

Approved as to Substance:

Asst. City Attorney

City Manager

Project Engineer: _____ checked: _____

Project:

SANITARY SEWER EASEMENT

Exhibit "B"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND THAT IS A PART OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; TO-WIT:

COMMENCING (P.O.C.) AT THE SOUTHEAST CORNER OF SAID LOT ONE (1); THENCE N01°19'21"W AND ALONG THE EAST LINE OF SAID LOT ONE (1) FOR A DISTANCE OF 59.85 FEET; THENCE S88°40'39"W FOR A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING** (P.O.B.); THENCE CONTINUING S88°40'39"W FOR A DISTANCE OF 15.00 FEET; THENCE N01°19'21"W FOR A DISTANCE OF 15.00 FEET; THENCE N88°40'39"E FOR A DISTANCE OF 15.00 FEET; THENCE S01°19'21"E FOR A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**; (P.O.B.); SAID TRACT CONTAINING 0.01 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). THE EAST LINE OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK AS N01°19'21"W.

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 3RD DAY OF DECEMBER 2024.



AARON BURNS, P.L.S.
OKLAHOMA NO. 1923
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

SURVEYOR'S LAST SITE VISIT: FEBRUARY 6, 2024



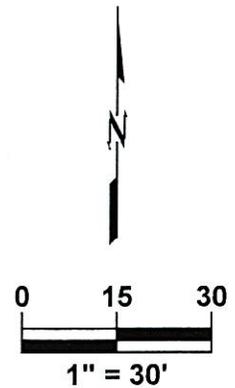
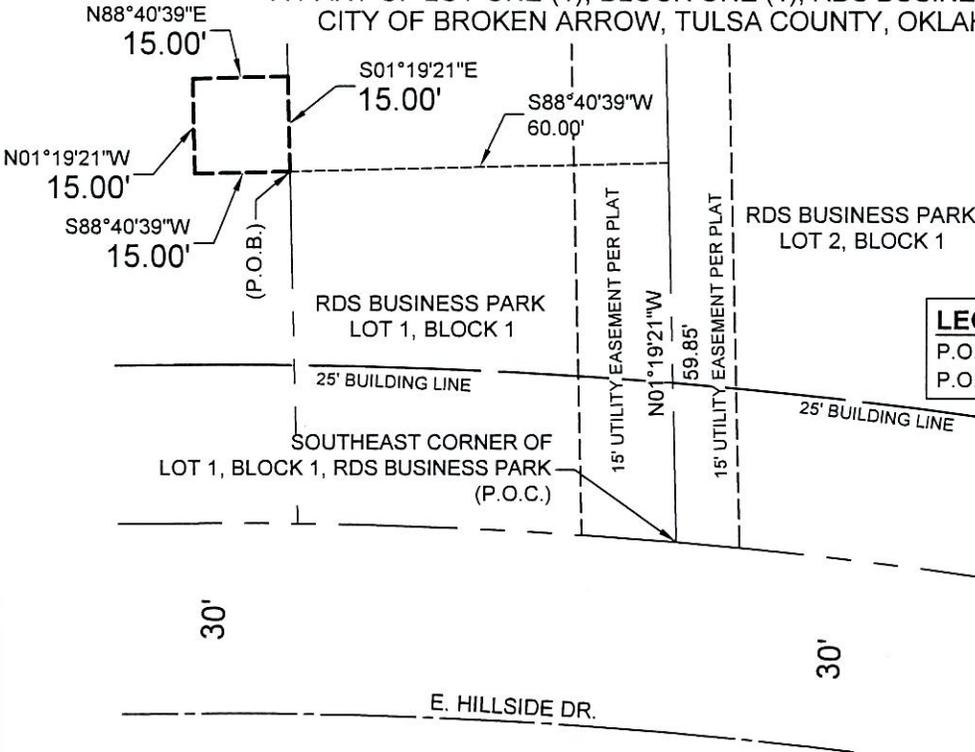
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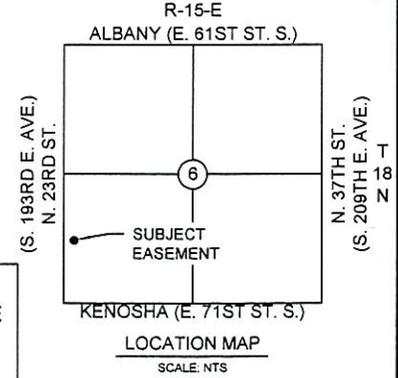
PLAT OF SURVEY SANITARY SEWER EASEMENT Exhibit "B"

SHEET 2 OF 2

A PART OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK,
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



LEGEND
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



BASIS OF BEARINGS
THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). THE EAST LINE OF LOT ONE (1), BLOCK ONE (1), RDS BUSINESS PARK AS N01°19'21"W.

SURVEYOR'S LAST SITE VISIT:
FEBRUARY 6, 2024

CERTIFICATION
I, AARON BURNS, 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 3RD DAY OF DECEMBER 2024.



Aaron Burns

AARON BURNS P.L.S.
OKLAHOMA NO. 1923
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

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City of Broken Arrow

Request for Action

File #: 25-544, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of a Storm Sewer Easement from Tag Tulsa, LLC on property located south of Kenosha Street (71st Street), one-quarter mile west of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E), (EASE-002112-2025)

Background:

Tag Tulsa, LLC is dedicating a storm sewer easement for purpose of facilitating the construction of a new commercial site. The property has been platted as part of Lot 4, Block 1 of the Arrow Village Addition.

The dedication of this 0.014-acre storm sewer easement shown in the attached legal description and exhibit covers the area needed for public improvements required as a condition of the site plan.

Staff has reviewed the documents and recommends acceptance of the storm sewer easement.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Storm Sewer Easement Dedication
Exhibits A.1 and A.2

Recommendation:

Accept the storm sewer easement.

Exhibit "A.1"

15' Storm Sewer Easement

Arrow Village Addition

Description

A TRACT OF LAND PART OF THE WEST 80 FEET OF LOT FOUR (4), BLOCK ONE (1) OF BLOCKS 1, 2, & 3 ARROW VILLAGE ADDITION, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED THEREOF (PLAT NUMBER 2352) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST 80 FEET, BEING ON THE PRESENT SOUTHERLY RIGHT-OF-WAY OF EAST KENOSHA STEET, THENCE SOUTH 16°42'58" WEST FOR A DISTANCE OF 39.94 FEET; THENCE SOUTH 88°49'24" WEST FOR A DISTANCE OF 15.76 FEET; THENCE NORTH 16°42'58" EAST FOR A DISTANCE OF 39.93 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 88°48'44" EAST AND ALONG THE SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.76 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 599 SQUARE FEET OR 0.014 ACRES.

Basis of Bearing

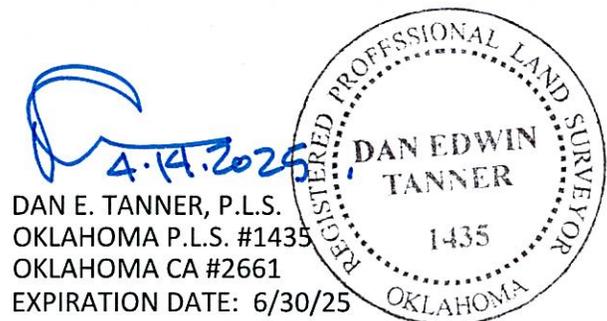
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) 3/8" IRON PIN FOUND AT THE NORTHWEST CORNER OF THE WEST 80 FEET OF SAID LOT 4 AND
- (2) 3/8" IRON PIN FOUND AT THE NORTHEAST CORNER OF THE WEST 80 FEET OF SAID LOT 4.
- (3) 3/8" IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE WEST 80 FEET OF SAID LOT 4.
- (4) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE WEST 80 FEET OF SAID LOT 4.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°48'44" EAST & SOUTH 1°10'36" EAST.

Certification

I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.



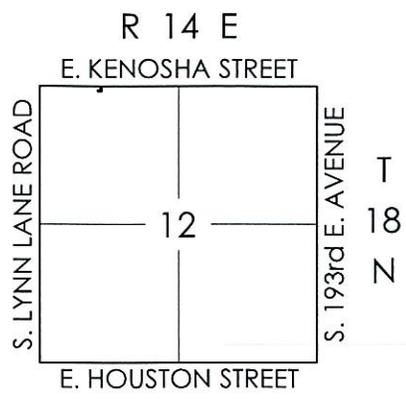
DAN E. TANNER, P.L.S.
OKLAHOMA P.L.S. #1435
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/25



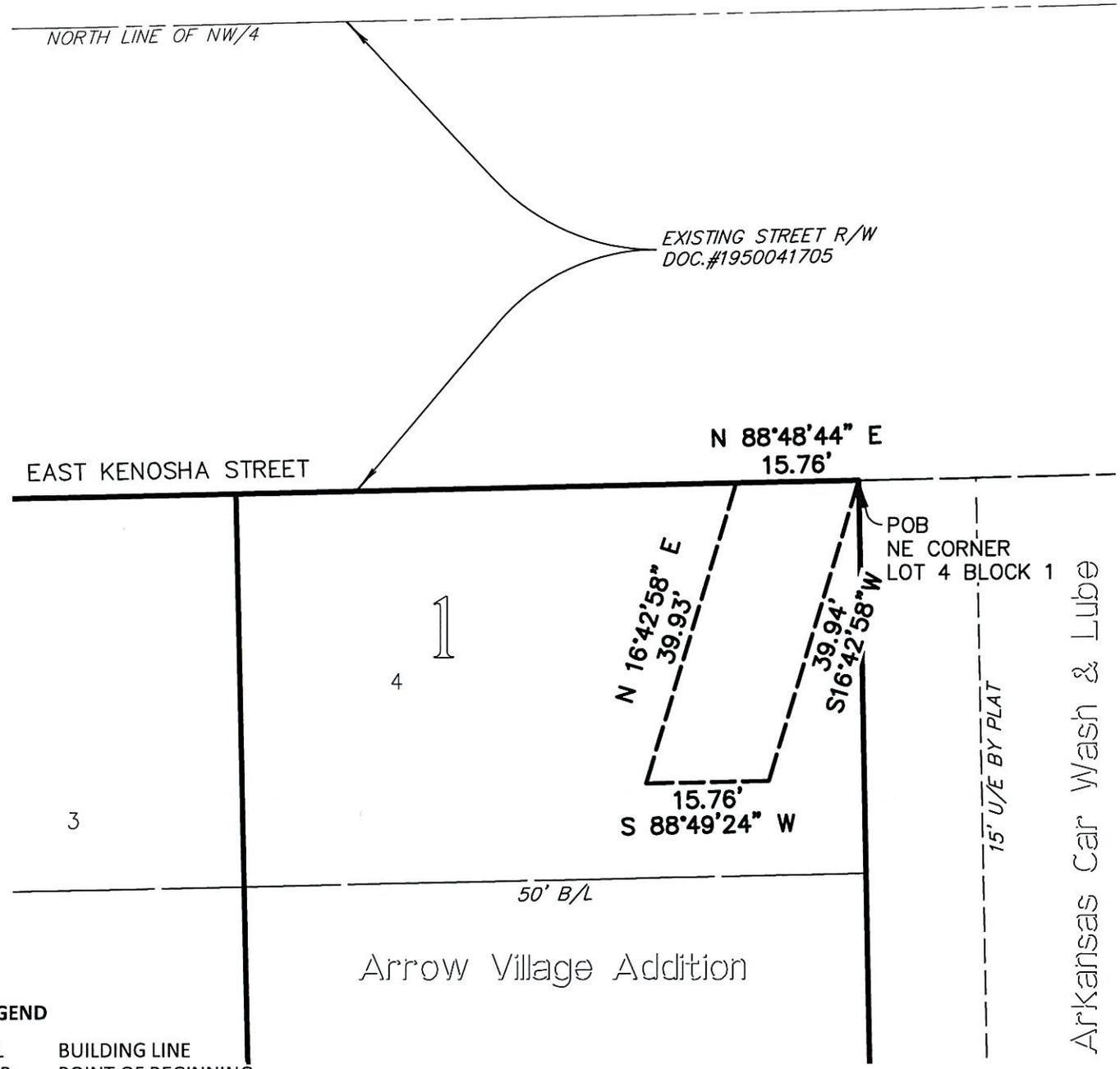
Exhibit "A.2"

15' Storm Sewer Easement

Arrow Village Addition



Location Map



LEGEND

- B/L BUILDING LINE
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY

04/14/2025 ELEA 24328 15 FOOT UTILITY EASEMENT DESCRIPTIONS

Tanner Consulting LLC
 5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929



City of Broken Arrow

Request for Action

File #: 25-560, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of a Waterline Easement from Independent School District No. 3 of Tulsa County Oklahoma on property located approximately one-quarter mile south of New Orleans Street (101st Street) and one-half mile east of Elm Place (161st Street) (Section 26, T18N, R14E) (EASE-002153-2025)

Background:

Independent School District No. 3 of Tulsa County Oklahoma is dedicating a waterline easement to serve the proposed BAPS Transportation Hub. A site plan for this development has been submitted and is currently under review by Staff.

Staff has reviewed the documents and recommends acceptance of the waterline easement dedication.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Waterline Easement Dedication
Attachment A

Recommendation:

Accept the waterline easement.



ATTACHMENT 'A'

LEGAL DESCRIPTION

A part of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW/4) of said Section Twenty-six (26); THENCE South 01°24'40" East along the east line of the Northwest Quarter (NW/4) of said section, a distance of 972.68 feet to the POINT OF BEGINNING;

THENCE continuing South 01°24'40" East a distance of 135.19 feet;

THENCE South 43°25'22" West a distance of 12.16 feet;

THENCE South 88°27'29" West a distance of 341.77 feet;

THENCE North 46°06'51" West a distance of 9.13 feet;

THENCE North 00°41'11" West a distance of 339.30 feet;

THENCE North 16°16'50" West a distance of 22.92 feet;

THENCE North 73°43'10" East a distance of 15.00 feet;

THENCE South 16°16'50" East a distance of 24.98 feet;

THENCE South 00°41'11" East a distance of 332.63 feet;

THENCE North 88°27'29" East a distance of 326.66 feet;

THENCE North 01°24'40" West a distance of 128.83 feet;

THENCE North 88°35'20" East a distance of 15.00 feet to the POINT OF BEGINNING.

Containing 12,559 square feet or 0.288 acres, more or less.

The basis of bearings for this exhibit being South 01°24'40" East as the East line of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, per General Warranty Deed recorded at Document Number 2019032871 at the Office of the Tulsa County Clerk.

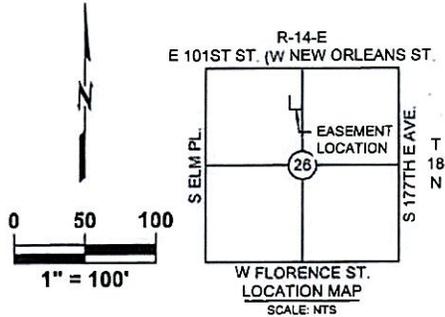
I, Lee Martin, of Wallace Design Collective, PC, certify that the attached legal description closes in accord with the existing records and is a true representation of the easement as described. This legal description meets the minimum standards for legal descriptions as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.



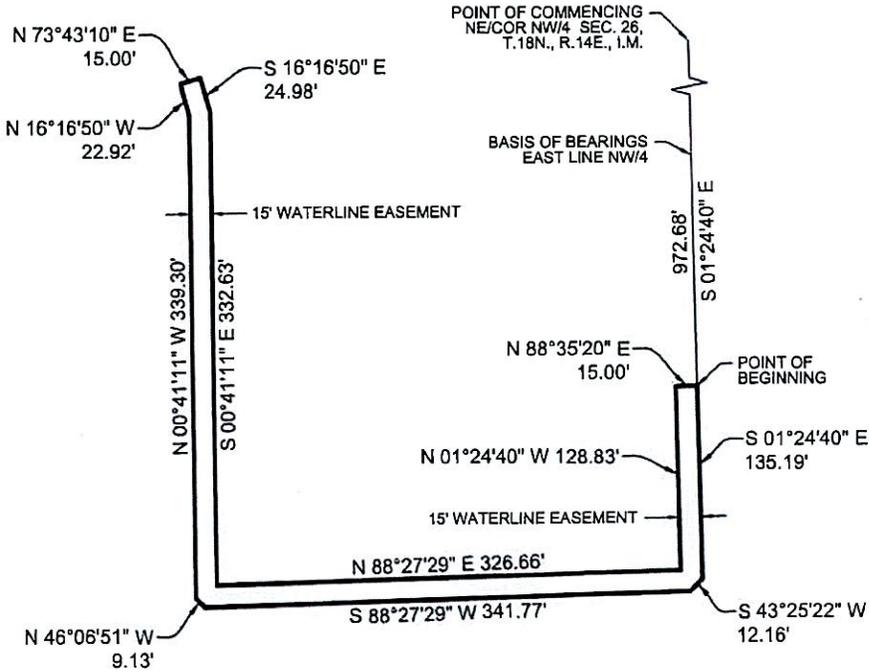
Lee Martin
LS 2004
CA 1460
Expires 06/30/2025



EXHIBIT 'A.2'
WATER LINE EASEMENT
 BEING A PART OF THE NW/4 OF SEC. 26, T.18N., R.14E., I.M.
 CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



ORIG. SIZE 8.5"x14" PLOT: 4/19/2025 10:24:00 AM \\C:\Civil-Server\projects\2440173 BAPS Transportation Hub\Survey\2440173 BAPS Waterline Easement.dwg



NOTES:

- Basis of bearings for this exhibit being the East line of the Northwest Quarter (NW/4) of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being South 01°24'40" East, per General Warranty Deed recorded at Document Number 2019032871 at the Office of the Tulsa County Clerk.
- This exhibit meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.
- See Exhibit 'A.1' Page 1 for legal description and surveyor's certificate.



**BROKEN ARROW
 PUBLIC SCHOOLS**
 301 W NEW ORLEANS ST.
 BROKEN ARROW, OK



wallace
 design
 collective

wallace design collective, pc
 structural, civil, landscape survey
 123 north martin luther king jr. blvd
 tulsa, oklahoma 74103
 918.584.5858
 wallace.design
 ok ca1460 exp 06-30-2025

**WATER LINE
 EASEMENT**

REV.	DESCRIPTION	DATE

PROJECT NO. 2440173 SHEET 2 OF 2



City of Broken Arrow

Request for Action

File #: 25-615, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Acceptance of a Utility Easement consisting of 0.053 acres from Wayne A. Murtha and Tina I. Murtha on property located at 10804 South Lynn Lane Road in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 9th Street, Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, Parcel 9.0 (Project No. WL23080)

Background:

The attached Utility Easement is being conveyed to the City of Broken Arrow from Wayne A. Murtha and Tina I. Murtha, husband and wife, the owners. Parcel 9.0 consists of 0.053 acres of utility easement and is for the 9th Street, Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, located in the Southwest Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma

A copy of the Utility Easement is attached.

Cost: \$2,700.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

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

Recommendation:

Accept the Utility Easement.



WAYNE A. MURTHA & TINA I. MURTHA
10804 S LYNN LANE RD
BROKEN ARROW , OK 74011

February 25, 2024

RE: WL23080 24" WATERLINE 9TH STREET-WACO STREET TO FLORENCE STREET and FLORENCE STREET-ELM PLACE TO ASH DRIVE

PROJECT NO. WL23080 PARCEL NO. 9

PROPERTY LOCATION: 10804 SOUTH LYNN LANE ROAD, BROKEN ARROW, OK 74011

Mr. & Mrs. Murtha,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Perpetual Utility Easement: 2,308.39 SF @ \$1.56/SF x 75% = \$2,703.00

Total Just Compensation Amount (Rounded) = \$2,700.00

By your signature on this letter, you have accepted the City's offer of \$2,700.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. You can donate the portion of your property affected by returning the Donation Certificate in the envelope provided.

If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435

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

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao

Wayne A. Murtha

Tina I. Murtha

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

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

By: Wayne A. Murtha
Wayne A. Murtha
Tina I. Murtha
Tina I. Murtha

23RD BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this April day of April, 2025, personally appeared Wayne A. Murtha and Tina I. Murtha, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

BARBARA ANN BOGART
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES SEP. 29, 2026
COMMISSION # 22013217

Barbara Ann Bogart
NOTARY PUBLIC

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: \$2,700.00

Owner's Mailing Address: 10804 S. Lynn Lane Rd
Broken Arrow OK 74011

Owner Requests Check:

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

Check Payable to: Wayne A. Murtha and Tina I. Murtha

Signature/Date:

Owner/s: 
Wayne A. Murtha

Date: 4/23/2025


Tina I. Murtha

Date: 4/23/2025

Agent: Amy O'Laughlin

Date: 4-29-2025

Project: WL23080 24" WATERLINE 9TH STREET-WACO ST TO FLORENCE ST

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23rd day of April, 2025.

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



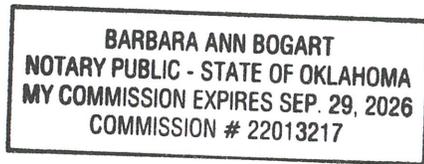
Wayne A. Murtha


Tina I. Murtha

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

23RD BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of April 2025, personally appeared Wayne A. Murtha and Tina I. Murtha, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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



Barbara Ann Bogart
NOTARY PUBLIC

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

[Signature]
Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

Engineer ELR Checked: 4/14/25
Project: WL23080 24" Waterline Extension 9th St / Florence, Parcel 9

City Clerk

EXHIBIT "A" LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SAID SOUTHEAST QUARTER (SE/4);
THENCE S 00°00'00" E, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE/4), A DISTANCE OF 310.00 FEET;
THENCE N 89°58'56" W A DISTANCE OF 71.32 FEET TO A POINT ON THE WEST EXISTING RIGHT-OF-WAY LINE FOR S. 177TH E. AVENUE AS DESCRIBED IN A RIGHT-OF-WAY DEED IN FAVOR OF TULSA COUNTY AS RECORDED IN BOOK 580 PAGE 364 OF THE TULSA COUNTY PUBLIC RECORDS;
THENCE ALONG SAID WEST EXISTING RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT A DISTANCE OF 17.66 FEET, SAID CURVE HAVING A RADIUS OF 256.01 FEET AND A CHORD DISTANCE OF 17.66 FEET WITH A CHORD BEARING OF N 07°45'16" W TO A POINT, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE N 07°58'31" W, DEPARTING THE WEST LINE OF SAID EXISTING RIGHT-OF-WAY, A DISTANCE OF 140.69 FEET;
THENCE N 03°24'37" E A DISTANCE OF 55.96 FEET;
THENCE N 07°50'23" W A DISTANCE OF 12.44 FEET TO A POINT ON THE NORTH LINE OF A PROPERTY AS DESCRIBED AND RECORDED IN DOCUMENT NO. 2014100038 OF THE TULSA COUNTY PUBLIC RECORDS;
THENCE S 89°58'56" E, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 16.59 FEET TO A POINT ON THE WEST LINE OF THE AFOREMENTIONED EXISTING RIGHT-OF-WAY IN FAVOR OF TULSA COUNTY;
THENCE S 00°00'00" E, ALONG SAID WEST EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 181.73 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING ALONG SAID WEST EXISTING RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT A DISTANCE OF 25.82 FEET, SAID CURVE HAVING A RADIUS OF 256.01 FEET AND A CHORD DISTANCE OF 25.81 FEET WITH A CHORD BEARING OF S 02°53'21" E TO THE **POINT OF BEGINNING**.

CONTAINING 0.053 ACRES (2,308.39 SQ. FT.) AS DESCRIBED.

BASIS OF BEARINGS:

DEEDED BEARINGS AS RECORDED IN DOC. NO.2014100038 OF THE TULSA COUNTY PUBLIC RECORDS

SURVEYOR'S CERTIFICATE

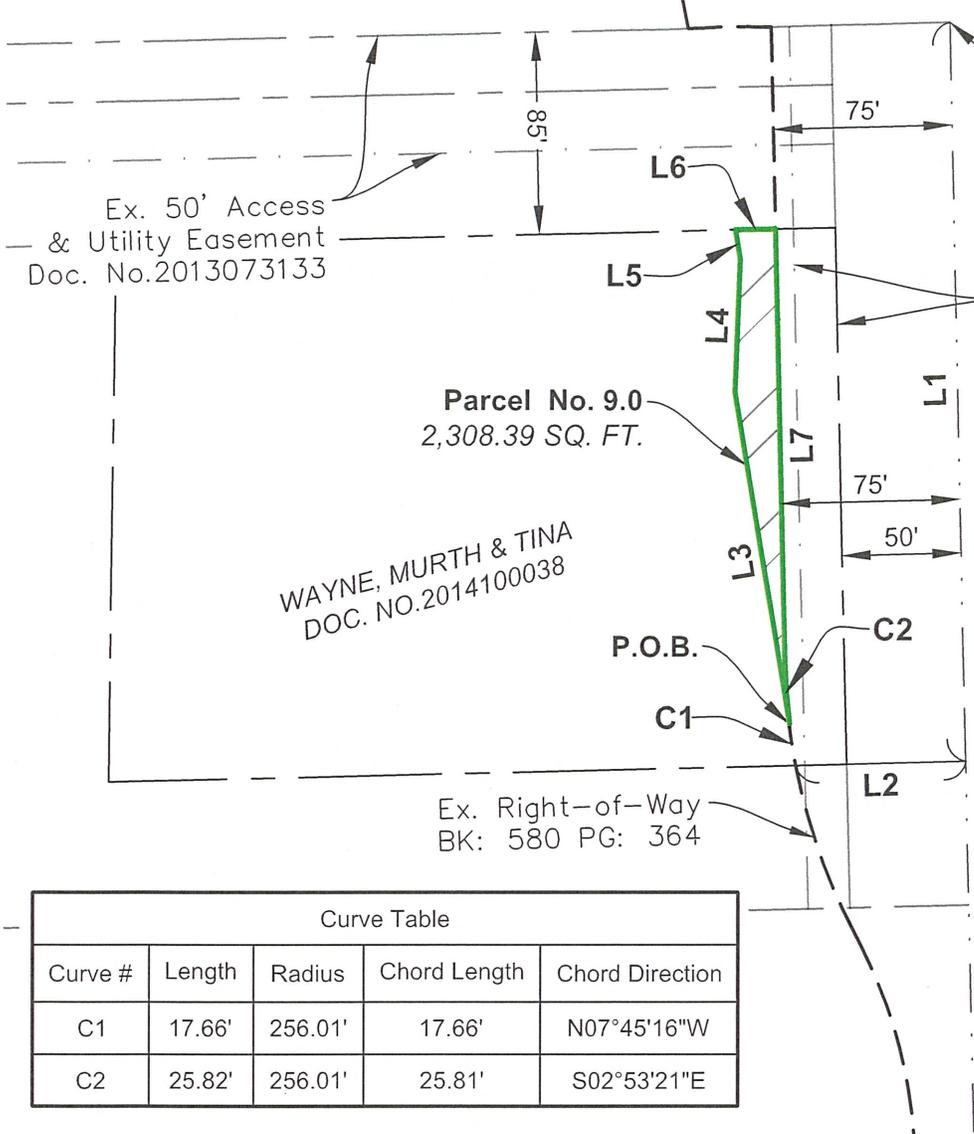
I, SHANE D. CARROLL, REGISTERED PROFESSIONAL LAND SURVEYOR OF ELEVATION LAND SURVEYING, LLC., HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE AND ACCURATE REPRESENTATION OF THE EASEMENT DESCRIBED, IT IS NOT A LAND OR BOUNDARY SURVEY.

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




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

EXHIBIT "A"



P.O.C.
NE COR. OF SE/4 OF SE/4
SEC. 26, T18N-R14E
(FND 2" BRASS CAP)

Ex. 17.5' City of Broken
Arrow Utility Easement
Doc. No.2013090499

Ex. 50' Access
& Utility Easement
Doc. No.2013073133

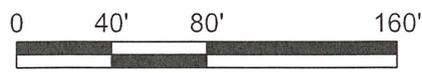
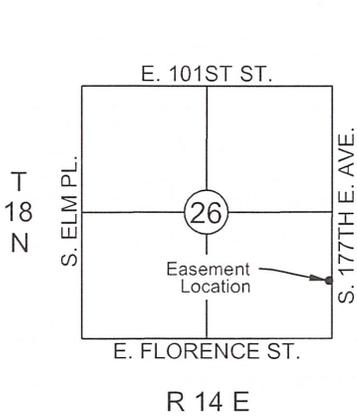
Parcel No. 9.0
2,308.39 SQ. FT.

WAYNE, MURTH & TINA
DOC. NO.2014100038

Ex. Right-of-Way
BK: 580 PG: 364

Line Table		
Line #	Length	Direction
L1	310.00'	S00°00'00"E
L2	71.32'	N89°58'56"W
L3	140.69'	N07°58'31"W
L4	55.96'	N03°24'37"E
L5	12.44'	N07°50'23"W
L6	16.59'	S89°58'56"E
L7	181.73'	S00°00'00"E

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Direction
C1	17.66'	256.01'	17.66'	N07°45'16"W
C2	25.82'	256.01'	25.81'	S02°53'21"E



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

SURVEYOR'S NOTE:

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

BASIS OF BEARING

Deeded Bearings as recorded in
Document No.2014100038 of the
Tulsa County Public Records



City of Broken Arrow

Request for Action

File #: 25-574, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute a Purchase and Sales Agreement for real property at 21194 East 101st Street, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1652, 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, Wagoner County, Oklahoma and more particularly described as Lot Five (5), Block One (1), Whispering Hills Estates, a subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, 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 Amy Williams; 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 \$270,000.00 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 real property at 21194 East 101st Street, Broken Arrow, Oklahoma; and containing other provisions relating thereto (Project No. 2417210)

Background; Amy Williams own a real property located at 21194 East 101st Street, Broken Arrow, Oklahoma 74014, also known as Lot Five (5), Block One (1), Whispering Hills Estates, a subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, State of Oklahoma. This parcel is located directly across from the Broken Arrow Events Park entrance on New Orleans Street, (101st Street South). The City is considering future infrastructure needs in this area. The attached Resolution No. 1652 approves and authorizes the purchase of real estate and designates signatories for all closing documents (Project No. 2417210)

Cost: \$270,000.00 plus closing costs

Funding Source: STCI

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

Approved By: City Manager’s Office

Attachments: Purchase and Sales Agreement
Resolution No. 1652

Recommendation:

Approve and authorize execution of a purchase and sales agreement and Resolution No. 1652

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 74012
- (b) Seller and Notice Address: Amy Williams
21194 E 101st Street South
Broken Arrow, Oklahoma 74014
- Attorney in fact L David Williams
14964 Highway 82C
Hulbert, OK 74441
- And Steve Williams
21221 Finch Drive
Neosho, MO 64850
- (c) Effective Date of this Agreement: _____
- (d) Purchase Price: Two hundred seventy thousand dollars and
no cents (\$270,000.00)
- (e) Due Diligence Period: Thirty (30) days
- (f) Closing Date: _____
- (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 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. All related costs will be paid by purchaser.

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. All related costs will be paid by purchaser.

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, Buyer 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 First Title.

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).

5.9 REMOVAL OF PERSONAL PROPERTY: All personal property to be retained by Seller shall be removed from the Property within thirty (30) days of 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: Buyer 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 part 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;

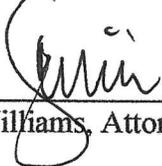
- (b) Soil test showing that the soils on the Property are suitable for Purchaser's intended use. Purchaser will perform such test within thirty (30) days after Seller's acceptance of this offer;
- (c) Access to the Property acceptable to Purchaser and suitable for Purchaser's intended use; and
- (d) Delivery of a Certificate of Non-Development by Seller to Purchaser, at Buyer's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

BY: 
L. David Williams, Attorney-in-fact

DATE: 15 April 2025

BY: 
Steve Williams, Attorney-in-fact

DATE: 4/15/25

"PURCHASER"

THE CITY OF BROKEN ARROW,
OKLAHOMA

BY: _____
Mayor

DATE: _____

Approved as to Form

BY: 
Assistant City Attorney

DATE: 4/22/2025

ATTEST:

BY: _____
City Clerk

DATE: _____

Exhibit "A"

Legal Description of Property

Lot Five (5), Block One (1), WHISPERING HILLS ESTATES, a Subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, State of Oklahoma.

RESOLUTION NO. 1652

APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY AT 21194 EAST 101ST STREET, BROKEN ARROW, OKLAHOMA; AND APPROVAL TO EXECUTE RESOLUTION NO. 1652, 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, WAGONER COUNTY, OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS LOT FIVE (5), BLOCK ONE (1), WHISPERING HILLS ESTATES, A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, IN WAGONER COUNTY, 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 AMY WILLIAMS; 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 \$270,000.00 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 REAL PROPERTY AT 21194 EAST 101ST STREET, BROKEN ARROW, OKLAHOMA; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (PROJECT NO. 2417210).

WHEREAS, Amy Williams, a single person, owner of 21194 East 101st 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 representatives on behalf of Amy Williams to enter into a Purchase and Sales Agreement for the purchase price of \$270,000.00; and

WHEREAS, this real property is legally described as follows:

Lot Five (5), Block One (1), Whispering Hills Estates, a subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, State of Oklahoma, according to the recorded plat thereof;

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 \$270,000.00 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. The Contract for the Approval of and authorization to execute a purchase and sales agreement for a real property at 21194 East 101st 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 21194 East 101st 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 \$270,000.00 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 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 6th day of May 2025.

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 #: 25-648, Version: 1

**City of Broken Arrow
Meeting of: 05-06-2025**

Title:

Approval of and authorization to execute a Purchase and Sales Agreement for real property generally located in the 19900 block East 61st Street South, Broken Arrow, Oklahoma; and approval to execute Resolution No. 1653, a Resolution of the City of Broken Arrow ratifying, approving, authorizing and accepting a Purchase and Sales Agreement for real property located in Broken Arrow, Wagoner County, Oklahoma and more particularly described as A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88° 53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01° 19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres (the "real property") in accordance with the terms of a certain Purchase and Sales Agreement by and between the City of Broken Arrow and John M and Cynda A Spoon Trust; approving and authorizing purchase of the real property pursuant to the Purchase and Sales Agreement and authorizing the City of Broken Arrow expenditure of the sum \$181,818.40 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 real property generally located in the 19900 block East 61st Street, Broken Arrow, Oklahoma; and containing other provisions relating thereto (Project No. S.24010)

Background:

John M and Cynda A Spoon Trust own real property generally located in the 19900 block East 61st Street, Broken Arrow, Oklahoma 74014, also known as A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of

700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres. This parcel is located directly across from the Broken Arrow Public Schools Vanguard Academy. The City is considering future utility infrastructure needs in this area. The attached Resolution No. 1653 approves and authorizes the purchase of real estate and designates signatories for all closing documents. (Project No. S.24010).

Cost: \$181,818.40 plus closing costs

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Resolution No. 1653
Purchase and Sales Agreement

Recommendation:

Approve and authorize execution of a purchase and sales agreement and Resolution No. 1653

RESOLUTION NO. 1653

APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY GENERALLY LOCATED IN THE 19900 BLOCK EAST 61ST STREET SOUTH, BROKEN ARROW, OKLAHOMA; AND APPROVAL TO EXECUTE RESOLUTION NO. 1653, A RESOLUTION OF THE CITY OF BROKEN ARROW RATIFYING, APPROVING, AUTHORIZING AND ACCEPTING A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY LOCATED IN BROKEN ARROW, WAGONER COUNTY, OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS A PART OF THE WEST 10 ACRES OF THE EAST 29.97 ACRES OF LOT 3 OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT 3; THENCE ALONG THE NORTH LINE OF SECTION 6, S88°53'47"W A DISTANCE OF 657.70 FEET; THENCE ALONG THE EAST LINE OF THE WEST 10 ACRES OF THE EAST 29.97 ACRES OF LOT 3, S01°19'39"E A DISTANCE OF 353.75 FEET TO THE POINT OF BEGINNING; THENCE S88°40'21"W A DISTANCE OF 65.00 FEET; THENCE S34°10'10"W A DISTANCE OF 325.93 FEET; THENCE S88°41'13"W A DISTANCE OF 75.00 FEET; THENCE ALONG THE WEST LINE OF THE EAST 29.97 ACRES OF LOT 3, S01°18'47"E A DISTANCE OF 700.08 FEET; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3, N88°52'13"E A DISTANCE OF 329.43 FEET; THENCE N01°19'39"W A DISTANCE OF 966.55 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 273,105 SQUARE FEET, 6.2696 ACRES (THE "REAL PROPERTY") IN ACCORDANCE WITH THE TERMS OF A CERTAIN PURCHASE AND SALES AGREEMENT BY AND BETWEEN THE CITY OF BROKEN ARROW AND JOHN M AND CYNDA A SPOON TRUST; APPROVING AND AUTHORIZING PURCHASE OF THE REAL PROPERTY PURSUANT TO THE PURCHASE AND SALES AGREEMENT AND AUTHORIZING THE CITY OF BROKEN ARROW EXPENDITURE OF THE SUM \$181,818.40 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 REAL PROPERTY GENERALLY LOCATED IN THE 19900 BLOCK EAST 61ST STREET, BROKEN ARROW, OKLAHOMA; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (PROJECT NO. S.24010).

WHEREAS, John M and Cynda A Spoon Trust, owners of 6.2696 acres generally located in the 19900 block East 61st 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 representatives on behalf of John M and Cynda A Spoon Trust to enter into a Purchase and Sales Agreement for the purchase price of \$181,818.40; and

WHEREAS, this real property is legally described as follows:

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres;

WHEREAS, it is contemplated that the acquisition of the real estate will provide opportunities for further infrastructure 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 \$181,818.40 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. The Contract for the Approval of and authorization to execute a purchase and sales agreement for a real property generally located in the 19900 block East 61st 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 generally located in the 19900 block East 61st 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 \$181,818.40 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 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 Municipal Authority at a regularly scheduled meeting, advance public notice of which was duly given and at which a majority of said Councilmembers were present, this 6th day of May 2025.

BROKEN ARROW MUNICIPAL AUTHORITY

Chairman

ATTEST:

City Clerk

Approved as to form and legality:



Deputy City Attorney

PURCHASE AND SALES AGREEMENT

Article 1 PROPERTY/PURCHASE PRICE

1.1 CERTAIN BASIC TERMS:

- (a) Purchaser and Notice Address: Broken Arrow Municipal Authority or its Assigns
220 South First Street
Broken Arrow, Oklahoma 74012
- (b) Seller and Notice Address: John M and Cynda A Spoon Trust
John M and Cynda A Spoon, Trustees
6604 S Chestnut Ave.
Broken Arrow, OK 74011
- (c) Effective Date of this Agreement: _____
- (d) Purchase Price: One hundred eighty-one thousand, eight hundred eighteen dollars and 40/100 cents (\$181,818.40)
- (e) Due Diligence Period: Thirty (30) days
- (f) Closing Date: *10 DAYS AFTER COMPLETION OF DUE DILIGENCE PERIOD*
- (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 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.

All related costs will be paid by purchaser.
INCLUDING THE SURVEY, ALTA

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. All related costs will be paid by purchaser.

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, Buyer 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 Broken Arrow Municipal Authority 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 Broken Arrow Municipal Authority 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).

5.9 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.

5.10 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: Buyer shall pay any sales, gross receipts, compensating, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction.

6.3 COMMISSIONS: ^{SHALL PAY JIM BURCHAM, LOOK CORNER ON PROPERTIES A COMMISSION FOR} 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 ^{6% TO} not dealt with any real estate broker, salesperson, or finder in connection with this transaction. ^{SELLER IS} ~~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.~~ ^{TRYING TO}

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 part 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 Seller to Purchaser, at Buyer's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

JOHN M AND CYNDA A SPOON TRUST

BY: John M. Spoon
John M. Spoon, Trustee

DATE: 4/11/2025

BY: Cynda A. Spoon
Cynda A. Spoon, Trustee

DATE: 4/11/2025

“PURCHASER”

BROKEN ARROW MUNICIPAL AUTHORITY
BROKEN ARROW, OKLAHOMA

BY: _____
Chairman

DATE: _____

Approved as to Form

BY:  _____
Deputy City Attorney

DATE: 4/24/2025 _____

ATTEST:

BY: _____
City Clerk

DATE: _____

Exhibit "A"

Legal Description of Property

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning.

having an area of 273105 Square Feet, 6.2696 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Ok. PLS No. 1603 December 17, 2023
GEODECA LLC, P.O. Box 33012, Tulsa Okla. 74153 (918) 949 4065 CA # 5524 renewal date 6/30/2024.

TO BE CONFIRMED BY SURVEY



City of Broken Arrow

Request for Action

File #: 25-617, Version: 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

Ratification of the Claims List Check Register Dated April 28, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 08, 2025 through April 28, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of \$9,482,838.50 for the various funds.

Governmental Funds	\$3,238,367.05
BAMA	\$4,136,765.07
BAEDA	<u>\$2,107,706.38</u>
Total	\$9,482,838.50

A summary by funds and detail are attached.

Cost: \$3,238,367.05

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 28, 2025

Recommendation:..recommend

Ratify Claims List Check Register dated 04/28/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT	
FUND					DESCRIPTION				AMOUNT	
									INVOICE COUNT	
110			GENERAL						582,097.79	1,086
220			BA MUNICIPAL AUTHORITY						4,136,765.07	1,541
227			CVB-HOTEL MOTEL						19,305.17	45
330			SALES TAX CAPITAL IMPROVEMENT						385,255.45	14
332			PARK & REC CAP IMPROV						255.00	2
333			CEMETERY FUND						8,526.00	1
334			STREET AND ALLEY						44.13	1
335			CDBG						230.00	1
337			POLICE BLOCK GRANT						5,000.00	1
342			STREET LIGHT FUND						32,931.17	93
343			STREET SALES TAX FUND						275,152.57	22
344			PS SALES TAX POLICE						257,525.59	590
345			PS SALES TAX FIRE						118,847.02	365
346			ADMINISTRATIVE TECHNOLOGY						200.00	1
348			ARPA FUND						2,618.48	3
593			2018 BOND ISSUE						961,935.64	32
660			WORKERS COMPENSATIONS						78,149.29	13
661			GROUP HEALTH AND LIFE						131,836.15	9
770			DEBT SERVICE GO BOND						365,000.00	2
882			AGENCY FUND DEPOSITS						13,457.60	17
887			ECONOMIC DEVELOP AUTHORITY						2,107,706.38	5
Total									9,482,838.50	3,844

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327712	183 CLEET		MARCH 2025	TOWN & MUNICIPAL COURT REPORT FOR MARCH 2025	110 449010		2025/10	-26.29
Total For Check # 327712									-26.29
04/10/2025	327713	3040 DAVID HICKERSON		PDR 04202025	TRAVEL PER DIEM-L3 HARRIS	1101200 550030		2025/10	272.00
Total For Check # 327713									272.00
04/10/2025	327719	4773 JUSTIN GREEN		EMP 04122025	THE EMERALD GALA NSU REGISTRATION	1101700 530110		2025/10	350.00
Total For Check # 327719									350.00
04/10/2025	327723	1857 MICHAEL SPURGEON		MLG 04022025	OML MTS & OMMS MTS	1101300 550030		2025/10	111.59
Total For Check # 327723									111.59
04/10/2025	327725	1706 OKLAHOMA DEPT OF AGRICULTURE		3067	3067 NEW SERVICE TECHNICIANS TO LICENSES	1106000 530110		2025/10	60.00
				9186	9186 NEW SERVICE TECHNICIANS TO LICENSES	1106003 530110		2025/10	40.00
Total For Check # 327725									100.00
04/10/2025	327727	1344 OKLAHOMA UNIFORM BUILDING CODE COMM		MARCH 2025	OUBCC FEES FOR MARCH 2025	110 280300		2025/10	2,048.00
Total For Check # 327727									2,048.00
04/10/2025	327728	835 STATE OF OKLAHOMA		MARCH 2025	MUNICIPAL COURT REPORT FOR MAR 2025	110 449010		2025/10	-187.41
Total For Check # 327728									-187.41
04/10/2025	327780	1739 WAGONER CO RRWD DISTRICT #4		1367301 04152025	2/18-3/18/2025 1367301 2750 N 37TH ST	1106000 550230		2025/10	16.50
				1126701 04152025	2/18-3/18/2025 11267 01 21101 E 101ST ST	1106000 550230		2025/10	16.50
				19450 01 04152025	2/20-3/18/2025 1945001 4000 E NEW ORLEANS	1106000 550230		2025/10	39.43
				1970001 04152025	2/20-3/18/2025 1970001 4000 E NEW ORLEANS	1106000 550230		2025/10	623.89

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 327780			696.32
04/10/2025	327781	4956	YWCA TULSA INC	0125332	0125332 MAR 31, 2025	1106002 530110		2025/10	800.00
						Total For Check # 327781			800.00
04/10/2025	327787	1092	WESTLAKE HARDWARE INC	8038036	BLANKET PO FOR MISC ITEMS	1106000 560230		2025/10	2.79
						Total For Check # 327787			2.79
04/10/2025	327788	489	ADMIRAL EXPRESS LLC	205975-S	SUPPLIES - MARCH 2025 STATEMENT	1106002 560030		2025/10	327.20
				205975-S	SUPPLIES - MARCH 2025 STATEMENT	1106002 560330		2025/10	282.32
				206184-S	SUPPLIES - MARCH 2025 STATEMENT	1101800 560030		2025/10	90.77
				206069-S	SUPPLIES - MARCH 2025 STATEMENT	1101300 560030		2025/10	104.27
				206051-S	SUPPLIES - MARCH 2025 STATEMENT	1101700 560030		2025/10	35.25
				206185-S	SUPPLIES - MARCH 2025 STATEMENT	1101800 560030		2025/10	151.40
				205906-S	SUPPLIES - MARCH 2025 STATEMENT	1105300 560030		2025/10	187.98
				206243-S	SUPPLIES - MARCH 2025 STATEMENT	1101700 560030		2025/10	76.09
						Total For Check # 327788			1,255.28
04/10/2025	327789	149	AMERICAN ELECTRIC POWER/PSO	183-137-4-1 03242025	951-183-137-4-1 MARCH 24, 2025	1106004 550250		2025/10	2,053.67
				866-629-0-9 03212025	956-866-629-0-9 MAR 21, 2025 2520 1/2 W FULTON ST	1106000 550250		2025/10	22.80
				428-947-0-6 03212025	953-428-947-0-6 MAR 21, 2025 2800 1/2 S DOGWOOD AV	1106000 550250		2025/10	23.08
				273-541-0-6 03272025	953-273-541-0-6 MAR 27, 2025 4800 W WASHINGTON ST	1106000 550250		2025/10	22.13
						Total For Check # 327789			2,121.68
04/10/2025	327791	4935	AMAZON.COM SALES INC	17Q4-C71L-1WDN	TNC connectors for radios antennas	1101200 560230		2025/10	35.96
				1QH9-7DCQ-HP4R	OS2 Fiber Jumper for ISSI @ Tiger Hill	1101200 560230		2025/10	11.49
				19VC-WVJH-6JTL	ITEM: StarTech.com USB Bluetooth 5.0 Adapter, USB	1101200 560030		2025/10	29.98

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1RKT-7RFT-NXGX	ITEM: Paper Mate Flair Felt Tip Pens, Medium Poin	1101700 560230		2025/10	21.86
				1HWL-GCGQ-W9PH	Office Cleaning Supplies	1101400 560030		2025/10	23.46
				1N7W-L941-NRHT	ITEM: Kleenex Professional Facial Tissue, Bulk (2	1101400 560030		2025/10	118.64
				1DDW-XYN3-G4M3	Gate Latch for Rose West Dog Park	1106000 560180		2025/10	71.82
				1YK1-PQC3-7JJP	ITEM: Cable Matters Mini DisplayPort to DisplayPo	1101200 560030		2025/10	63.09
				1RT6-WPTX-9FT6	Office Supplies	1101102 560030		2025/10	48.36
					Total For Check # 327791				424.66
04/10/2025	327795	3753 AMERICANCHECKED INC		9700-20250331	9700-20250331 03/31/2025	1101102 530870		2025/10	2,428.85
					Total For Check # 327795				2,428.85
04/10/2025	327798	4934 CW PRODUCTS		CV5041195	Promo products-Kristin Ross	1101102 560230		2025/10	467.13
					Total For Check # 327798				467.13
04/10/2025	327799	4846 APAC-CENTRAL, INC.		7002214534	BLANKET PO FOR ASHPALT	1105300 560800		2025/10	924.63
				7002200301	BLANKET PO FOR ASHPALT	1105300 560800		2025/10	372.15
				7002214515	BLANKET PO FOR ASHPALT	1105300 560800		2025/10	1,145.48
				7002224173	BLANKET PO FOR ASHPALT	1105300 560800		2025/10	576.12
				7002224062	BLANKET PO FOR ASHPALT	1106000 560270		2025/10	83.92
					Total For Check # 327799				3,102.30
04/10/2025	327802	885 ATWOOD DISTRIBUTING LP		3451	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560230		2025/10	8.99
				3451	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560340		2025/10	179.98
				3463	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560230		2025/10	13.73

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 327802			202.70
04/10/2025	327807	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3326247.001	BLANKET PO FOR MISC ELECTRICAL	1106001 560180		2025/10	147.01
				S3322488.001	BLANKET PO FOR MISC ELECTRICAL	1101200 560230		2025/10	18.43
				S3317203.001	BLANKET PO FOR MISC ELECTRICAL	1101200 560230		2025/10	226.96
				S3317761.001	BLANKET PO FOR MISC ELECTRICAL	1101200 560230		2025/10	82.94
						Total For Check # 327807			475.34
04/10/2025	327808	20	BROKEN ARROW LAWN & GARDEN	115812	SMALL ENGINE PARTS	1106000 560310		2025/10	37.99
						Total For Check # 327808			37.99
04/10/2025	327809	22	BROKEN ARROW SENIORS INC	APRIL 2025	BA SENIORS MONTHLY PAYMENT	1106002 550100		2025/10	7,674.50
						Total For Check # 327809			7,674.50
04/10/2025	327811	638	BWI COMPANIES INC.	18993520	2.8 cft Pro Mix BX soil	1106003 560700		2025/10	1,877.80
						Total For Check # 327811			1,877.80
04/10/2025	327812	3492	CAROLYN JEAN KEY	MARCH 2025	75% INSTRUCTOR ZUMBA & ZUMBA GOLD MARCH 2025	1106002 540280		2025/10	109.71
						Total For Check # 327812			109.71
04/10/2025	327813	4566	CENTERLINE SUPPLY INC.	ORD0135236	STOCK SUPPLIES FOR SIGN SHOP/CODY MORRIS	1105300 560360		2025/10	4,900.00
						Total For Check # 327813			4,900.00
04/10/2025	327815	37	CINTAS CORPORATION	9314950230	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314823978	BLANKET PO FOR MEDICAL SUPPLIES	1106000 540280		2025/10	99.00
				9314780471	BLANKET PO FOR MEDICAL SUPPLIES	1101400 540330		2025/10	48.41

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				9314780565	BLANKET PO FOR MEDICAL SUPPLIES	1101315 540330		2025/10	50.00
				5262601603	BLANKET PO FOR MEDICAL SUPPLIES	1106002 560230		2025/10	156.75
				5262601604	BLANKET PO FOR MEDICAL SUPPLIES	1106002 560230		2025/10	102.94
				5262601602	BLANKET PO FOR MEDICAL SUPPLIES	1106002 560230		2025/10	198.65
Total For Check # 327815									754.75
04/10/2025	327817	1391	CLEAN THE UNIFORM CO OKLAHOMA	52127296	52127296 03/28/2025	1106002 540330		2025/10	33.17
				52126814	52126814 03/26/2025	1106000 540310		2025/10	42.42
				52126814	52126814 03/26/2025	1106000 540310		2025/10	25.83
				52127295	52127295 03/28/2025	1106000 540310		2025/10	107.00
				52127295	52127295 03/28/2025	1106000 540330		2025/10	0.34
				52127921	52127921 04/02/2025	1106005 540330		2025/10	1.32
				52127290	NEIGHBORHOOD ENGAGEMENT UNIFROMS	1101415 540310		2025/10	53.20
				52126811		1101700 540330		2025/10	5.10
				52128407	52128407 04/04/2025	1106000 540310		2025/10	107.00
				52128407	52128407 04/04/2025	1106000 540330		2025/10	0.34
				52127922	52127922 04/02/2025	1106000 540310		2025/10	25.83
				52127922	52127922 04/02/2025	1106003 540310		2025/10	42.42
				52126810	52126810	1106005 540310		2025/10	10.15
				52126810	52126810	1101700 540330		2025/10	7.84
				52128403	52128403 04/04/2025	1101415 540310		2025/10	53.20
				52127918	52127918	1106005 540310		2025/10	10.15
				52127918	52127918	1101700 540330		2025/10	22.54
Total For Check # 327817									547.85
04/10/2025	327818	474	CMRS-POC	MARCH 2025	US POSTAL SERVICE(NEOPOST MARCH 2025)	1101700 550390		2025/10	4,762.33

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 327818			4,762.33
04/10/2025	327819	5323	COLUMN SOFTWARE PBC	B6BD5005-0159	B6BD5005-0159 03/05/2025	1101700 550050		2025/10	94.06
				B6BD5005-0153	B6BD5005-0153 02/26/2025	1101700 550050		2025/10	57.72
				B6BD5005-0158	B6BD5005-0158 03/05/2025	1101700 550050		2025/10	10.17
				B6BD5005-0160	B6BD5005-0160 03/05/2025	1101700 550050		2025/10	10.57
				B6BD5005-0157	B6BD5005-0157 03/05/2025	1101700 550050		2025/10	98.37
						Total For Check # 327819			270.89
04/10/2025	327821	4976	COMPUTER PROJECTS OF ILLINOIS INC	25-03-132ME	ANNUAL OPENFOX MAINTENANCE 3/15/25 - 3/14/26	1101800 540550		2025/10	990.00
						Total For Check # 327821			990.00
04/10/2025	327822	412	CONSOLIDATED TRAFFIC CONTROLS	65769	Traffic Analyzers for Sign Shop	1105300 560240		2025/10	6,962.00
						Total For Check # 327822			6,962.00
04/10/2025	327826	2449	DAVIS SUPPLY CO	0018936337-001	DUV7018600 Delta UV lamp	1106000 560340		2025/10	1,168.44
						Total For Check # 327826			1,168.44
04/10/2025	327829	4603	DONALD M WRIGHT	300	RDFM ENTERTAINMENT 04/12/25 INV# 300	1101400 540280		2025/10	200.00
						Total For Check # 327829			200.00
04/10/2025	327831	1223	EASTON SOD FARMS INC	0272515	BLANKET PO FOR BERMUDA SOD-BACKUP	1106005 560230		2025/10	72.50
						Total For Check # 327831			72.50
04/10/2025	327833	3676	ENGINEERED EQUIPMENT INC	PTINV00049174	FILTERS FOR CITY BUILDINGS	1101700 560180		2025/10	264.78
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1105300 560180		2025/10	248.46
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1106000 560180		2025/10	107.98
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1106001 560180		2025/10	198.82

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1106002 560180		2025/10	450.58
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1106004 560180		2025/10	266.08
				PTINV00049174	FILTERS FOR CITY BUILDINGS	1101200 560230		2025/10	20.02
					Total For Check # 327833				1,556.72
04/10/2025	327836	2110 FARMERS CO-OP		4464810	46-0-0 fertilizer	1106000 560340		2025/10	3,083.50
					Total For Check # 327836				3,083.50
04/10/2025	327837	2822 FIREHOSEDIRECT		S194566	Peel-N-Stick white & yellow reflective markers	1105300 560360		2025/10	1,826.84
					Total For Check # 327837				1,826.84
04/10/2025	327839	1948 FOREST ELLIOTT		MARCH 2025	MARTIAL ARTS INSTRUCTOR MARCH 2025	1106002 540280		2025/10	1,035.00
					Total For Check # 327839				1,035.00
04/10/2025	327847	3223 GORDON OUTDOOR ADVERTISING		42442	42442 04/01/2025	1101315 530870		2025/10	750.00
					Total For Check # 327847				750.00
04/10/2025	327848	76 GRAINGER		9455437336	Baby changing table for park-Richard Walters	1106000 560240		2025/10	471.94
				9374162494	DOG PARK BATHROOM HAND DRYER-RICHARD	1106000 540070		2025/10	360.74
					Total For Check # 327848				832.68
04/10/2025	327850	1244 GRANICUS, INC.		199440	199440 04/01/2025	1101800 540550		2025/10	3,219.46
				200190	200190 04/11/2025	1101800 540550		2025/10	1,365.46
					Total For Check # 327850				4,584.92
04/10/2025	327851	4758 GREAT WESTERN LEASING AND SALES		011P27924	011P27924 02/14/2025	1105300 560240		2025/10	1,170.00

City of Broken Arrow
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				011P27923	011P27923 02/14/2025	1105300 560240		2025/10	1,170.00
Total For Check # 327851									2,340.00
04/10/2025	327863	23 J D YOUNG COMPANY INC		126031	LEASE & USAGE CHARGE 03/25-04/25	1101010 540330		2025/10	217.58
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101102 540330		2025/10	186.02
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101200 540330		2025/10	181.66
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101315 540330		2025/10	93.45
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101400 540330		2025/10	321.95
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101415 540330		2025/10	94.06
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101700 540330		2025/10	217.58
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101800 540330		2025/10	306.66
				126031	LEASE & USAGE CHARGE 03/25-04/25	1105300 540330		2025/10	176.68
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106000 540330		2025/10	264.28
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106002 540330		2025/10	269.26
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101010 540550		2025/10	67.09
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101102 540550		2025/10	172.33
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101200 540550		2025/10	19.63
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101315 540550		2025/10	30.42
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101400 540550		2025/10	120.45
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101415 540550		2025/10	82.69
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101700 540550		2025/10	79.85
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101800 540550		2025/10	124.21
				126031	LEASE & USAGE CHARGE 03/25-04/25	1105300 540550		2025/10	47.55
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106000 540550		2025/10	60.08
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106002 540550		2025/10	126.45
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101010 560230		2025/10	2.60
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101102 560230		2025/10	5.44
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101200 560230		2025/10	5.44
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101315 560230		2025/10	2.61

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101400 560230		2025/10	5.44
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101415 560230		2025/10	2.61
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101700 560230		2025/10	2.61
				126031	LEASE & USAGE CHARGE 03/25-04/25	1101800 560230		2025/10	5.44
				126031	LEASE & USAGE CHARGE 03/25-04/25	1105300 560230		2025/10	5.44
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106000 560230		2025/10	7.94
				126031	LEASE & USAGE CHARGE 03/25-04/25	1106002 560230		2025/10	7.94
					Total For Check # 327863				3,313.44
04/10/2025	327864	3852 JAMEY HOOPER		114	REDFM ENTERTAINMENT 04/05/25 INV# 114	1101400 540280		2025/10	200.00
					Total For Check # 327864				200.00
04/10/2025	327866	2221 JOSEPHINE SHAW		MARCH 2025	75% GYMNASTICS INSTRUCTOR MARCH 2025	1106002 540280		2025/10	900.00
					Total For Check # 327866				900.00
04/10/2025	327869	5131 KEVIN BEHE		12921	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
				12921	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
				12921	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
				12921	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
				12921	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
				13166	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.52
				13166	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.35
				13166	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.36
				13166	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.70

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	13166				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.67
	13163				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.47
	13163				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.24
	13163				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.18
	13163				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.49
	13163				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.62
	13162				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	13162				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13162				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	13162				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13162				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
	13161				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	13161				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13161				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	13161				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13161				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
	13160				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.32
	13160				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13160				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	13160				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13160				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.41
	13158				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.53
	13158				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.35
	13158				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.36
	13158				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.69
	13158				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.67
	13168				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
	13168				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
	13168				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13168				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13168				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13167				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.25
	13167				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.62
	13167				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.09
	13167				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.24
	13167				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.31
	13170				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
	13170				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13170	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
				13170	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
				13170	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
				13169	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.40
				13169	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
				13169	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
				13169	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
				13169	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
				13174	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.25
				13174	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.62
				13174	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.09
				13174	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.24
				13174	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.31
				13171	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.47
				13171	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.24
				13171	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.18
				13171	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.49
				13171	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.62
				13173	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.47

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	13173				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.24
	13173				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.18
	13173				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.49
	13173				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.62
	13172				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.47
	13172				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.24
	13172				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.18
	13172				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.49
	13172				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.62
	12802				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.46
	12802				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.24
	12802				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.18
	12802				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.49
	12802				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.62
	12798				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.25
	12798				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.62
	12798				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.09
	12798				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.24
	12798				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.31

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	12805				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	12805				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	12805				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	12805				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	12805				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
	13021				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.38
	13021				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.04
	13021				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13021				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13021				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13001				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	13001				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13001				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	13001				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13001				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
	13048				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	13048				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13048				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	13048				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13048	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
Total For Check # 327869									116.64
04/10/2025	327872	124 KIMS INTERNATIONAL		0150328-IN	BLANKET PO FOR MISC. FITTINGS	1105300 540200		2025/10	319.00
Total For Check # 327872									319.00
04/10/2025	327878	614 LIGHTING INC/BROKEN ARROW ELECTRIC		S3320981.001	BLANKET PO FOR MISC. LIGHTING	1106002 560180		2025/10	170.00
Total For Check # 327878									170.00
04/10/2025	327879	131 LOCKE SUPPLY COMPANY		55061254-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 560180		2025/10	10.24
				55081312-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1105300 560180		2025/10	31.70
				55071035-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 560180		2025/10	21.99
				55094182-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106003 560180		2025/10	8.88
				55035632-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 560180		2025/10	35.77
				55138895-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	32.78
				55114586-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	13.36
				55113753-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	32.40
				55113901-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1101700 560180		2025/10	3.50
				55041645-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	2.05
Total For Check # 327879									192.67
04/10/2025	327883	537 MCAFEE & TAFT		779908	GENERAL MATTER # 03785.00001	1101700 530080		2025/10	720.00
				779909	FOP/WATTS DISCHARGE GRIEVANCE MATTER #03785.00188	1101700 530080		2025/10	15,473.51

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				779910	FOP/FERGUSON DISCHARGE GRIEVANCE # 03785.00189	1101700 530080		2025/10	13,187.48
				779911	COP/SANDOVAL DISCHARGE GRIEVANCE # 03785-00190	1101700 530080		2025/10	2,065.24
				779912	FOP/ADNERSON DISCHARGE GRIEVANCE # 03785-00192	1101700 530080		2025/10	870.91
Total For Check # 327883									32,317.14
04/10/2025	327886	777 MTTA		0000000000085715	0000000000085715 03/31/2025	1101700 540280		2025/10	28,400.37
Total For Check # 327886									28,400.37
04/10/2025	327889	25 NAPA AUTO PARTS		014325	IC584	1101400 560200		2025/10	33.39
				014325	4469	1101400 560200		2025/10	27.92
				014325	IC584	1101400 560200		2025/10	33.39
				014580	TY22062	1105300 560210		2025/10	111.32
				014588	K597597530	1106000 560200		2025/10	85.30
				014658	8465AAA	1106000 560200		2025/10	129.51
				014658	8465AAA	1106000 560200		2025/10	18.00
				014658	8465AAA	1106000 560200		2025/10	-18.00
				014463	259412HD	1106000 560200		2025/10	17.41
				014463	1158622	1106000 560200		2025/10	411.11
				014463	1158624	1106000 560200		2025/10	36.53
				014463		1106000 560200		2025/10	22.82
				014708	1173850	1106000 560200		2025/10	124.28
				014708		1106000 560200		2025/10	22.36
				014722	SW1505H1030	1106000 560190		2025/10	100.56
				014727	SW1505H1030	1106000 560190		2025/10	301.68
				014730	242GPM	1106005 560200		2025/10	295.44
				014795	M35915	1101700 560190		2025/10	310.17
				014796		1105300 560200		2025/10	85.13
				014803	V131177150	1105300 560200		2025/10	148.50

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						Total For Check # 327889			2,296.82
04/10/2025	327890			014600	3303009	1105300 560200		2025/10	2.48
				014600	3034009	1105300 560200		2025/10	18.28
				014603	16211ZE0000	1105300 560200		2025/10	-30.14
				014609	1372	1106000 560200		2025/10	4.15
				014609	230266	1106000 560200		2025/10	10.44
				014609	200906	1106000 560200		2025/10	18.13
				014609	5W30BULK	1106000 560210		2025/10	26.67
				014611	8229R	1106000 560200		2025/10	51.11
				014611	8229R	1106000 560200		2025/10	9.00
				014612	3972	1106000 560200		2025/10	7.11
				014612	1064	1106000 560200		2025/10	6.36
				014612	9978	1106000 560200		2025/10	22.18
				014612	9968	1106000 560200		2025/10	31.27
				014612	15W40BULK	1106000 560210		2025/10	14.36
				014613	114	1105300 560230		2025/10	26.35
				014631		1106000 560200		2025/10	22.00
				014636	8151033	1106005 560200		2025/10	55.07
				014564	HDRTU1GAL	1105300 560210		2025/10	51.48
				014568	16211ZE0000	1105300 560200		2025/10	30.14
				014568	16212ZH7800	1105300 560200		2025/10	4.61
				014568	16220ZE1020	1105300 560200		2025/10	15.83
				014568	16221ZH8801	1105300 560200		2025/10	2.61
				014572	1344	1106005 560200		2025/10	7.11
				014572	3390	1106005 560200		2025/10	6.89
				014572	15W40BULK	1106005 560210		2025/10	17.95
				014583	46AW2BULK	1105300 560210		2025/10	55.66
				014586	281690	1101415 560200		2025/10	71.06

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014587	492639	1105300 560200		2025/10	66.67
				014659	1372	1106000 560200		2025/10	4.15
				014659	230266	1106000 560200		2025/10	10.44
				014659	5W30BULK	1106000 560210		2025/10	26.67
				014454	230263	1101700 560200		2025/10	24.38
				014454	100010	1101700 560200		2025/10	4.15
				014454	200304	1101700 560200		2025/10	20.75
				014459	SUNER	1101700 560200		2025/10	66.61
				014462	6231	1106000 560210		2025/10	27.56
				014462	2413	1106000 560230		2025/10	2.72
				014470	0W20BULK	1101700 560210		2025/10	21.48
				014474	702118	1106005 560200		2025/10	38.19
				014713	112630	1106000 560210		2025/10	23.16
				014726	K566842100	1106000 560200		2025/10	24.98
				014788	6502BR	1106000 560200		2025/10	34.31
				014788	6502BR	1106000 560200		2025/10	34.31
				014794	0120C	1105300 560230		2025/10	27.95
						Total For Check # 327890			1,016.64
04/10/2025	327891			014331	122377	1106000 560210		2025/10	7.14
				014602	975	1105300 560210		2025/10	13.00
				014605	7031896	1105300 560200		2025/10	15.40
				014562	HDRTU1GAL	1105300 560200		2025/10	8.58
				014584	AS250	1105300 560210		2025/10	3.63
				014641	16562ZE1020	1105300 560200		2025/10	13.98
				014656		1105300 560200		2025/10	5.43
				014664	7599	1106000 560200		2025/10	3.79
				014664	3365	1106000 560200		2025/10	3.79
				014664	3066	1106000 560200		2025/10	7.42

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014665	8229R	1106000 560200		2025/10	-9.00
				014461	75130	1105300 560230		2025/10	3.09
				014466	00003506202	1106000 560200		2025/10	15.52
				014475	RTU1GAL	1106000 560210		2025/10	17.22
				014483	10030	1106000 560200		2025/10	10.98
				014488	RTU1GAL	1106000 560210		2025/10	8.61
				014699	1157N	1106000 560200		2025/10	0.86
				014712	35012	1106000 560210		2025/10	2.81
				014714	124315	1106000 560210		2025/10	14.28
				014718	49005	1105300 560230		2025/10	16.48
				014799	789DEF	1106003 560210		2025/10	11.11
						Total For Check # 327891			174.12
04/10/2025	327895	1303 OKLAHOMA DEPT. OF LABOR	250311E37191	250311E37191	03/14/2025	1106004 540070		2025/10	225.00
						Total For Check # 327895			225.00
04/10/2025	327896	98 OKLAHOMA NATURAL GAS CO	1837411 91 03272025	211154799 1837411 91	MAR 27, 2025 3201 N 9TH ST	1106002 550240		2025/10	838.18
						Total For Check # 327896			838.18
04/10/2025	327897	96 OTA PIKEPASS CENTER	20250300105	20250300105	03/31/2025	1101102 550030		2025/10	14.91
			20250300105	20250300105	03/31/2025	1105310 550030		2025/10	9.05
			20250300105	20250300105	03/31/2025	1106002 550030		2025/10	3.08
			20250300105	20250300105	03/31/2025	1101200 550030		2025/10	1.45
			20250300105	20250300105	03/31/2025	1101200 550030		2025/10	11.55
			20250300105	20250300105	03/31/2025	1101415 550030		2025/10	45.84
			20250300105	20250300105	03/31/2025	1101700 550030		2025/10	22.40
			20250300105	20250300105	03/31/2025	1101800 550030		2025/10	3.66
			20250300105	20250300105	03/31/2025	1105300 550030		2025/10	452.37
			20250300105	20250300105	03/31/2025	1106000 550030		2025/10	57.27

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						Total For Check # 327897			621.58
04/10/2025	327906	783 QUALITY SIGNS & BANNER		122911B	122911B 04/07/2025	1101400 530870	2514120	2025/10	96.00
						Total For Check # 327906			96.00
04/10/2025	327910	3827 ROBINSON GLASS OF TULSA INC		3-113917	GLASS REPLACEMENT AT CAMINO VILLA FRONT DOOR	1106000 540070		2025/10	1,153.00
						Total For Check # 327910			1,153.00
04/10/2025	327911	5326 GERALD K JIMENEZ		1038	1038 04/01/2025	1106003 540280		2025/10	3,080.00
						Total For Check # 327911			3,080.00
04/10/2025	327919	81 SHERWIN WILLIAMS CO		09418144110325	BLANKET PO FOR PAINT SUPPLIES	1106000 560230		2025/10	28.95
						Total For Check # 327919			28.95
04/10/2025	327920	834 SOFTWARE HOUSE INTERNATIONAL		B19558841	SW Adding Power BI licenses	1101200 540550		2025/10	190.00
						Total For Check # 327920			190.00
04/10/2025	327923	2144 SITE ONE LANDSCAPE SUPPLY LLC		151056841-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560230		2025/10	188.14
				151059392-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560340		2025/10	174.76
				151042174-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180		2025/10	214.88
				150997237-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560230		2025/10	148.15
				151181033-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560230		2025/10	161.37
				151280886-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560230		2025/10	333.99
				151312163-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180		2025/10	244.00
						Total For Check # 327923			1,465.29
04/10/2025	327926	810 SOUTHERN RUBBER STAMP		236976	236976 04/03/2025	1101800 560230		2025/10	88.40

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		CO., INC.						
								Total For Check # 327926 88.40
04/10/2025	327927	268 SOUTHERN TIRE MART	3510023607	UNIT # 1812	1105300 540200		2025/10	155.00
								Total For Check # 327927 155.00
04/10/2025	327930	1655 STEVEN LIDDELL SMITH	4387	RDFM ENTERAINMET 04/19/2025 INV# 4387	1101400 540280		2025/10	300.00
								Total For Check # 327930 300.00
04/10/2025	327931	3871 SUMMIT FIRE & SECURITY LLC	3152464	3152464 04/03/2025	1106000 540070		2025/10	221.00
			3150447	3150447 04/02/2025	1106002 540070		2025/10	221.00
			3151285	3151285 04/03/2025	1105300 540070		2025/10	221.00
			3158138	3158138 04/05/2025	1106004 540070		2025/10	441.00
			3154631	3154631 04/03/2025	1106004 540070		2025/10	441.00
			3158123	3158123 04/05/2025	1106000 540070		2025/10	221.00
			3158135	3158135 04/05/2025	1106000 540070		2025/10	221.00
			3158127	3158127 04/05/2025	1105300 540070		2025/10	221.00
								Total For Check # 327931 2,208.00
04/10/2025	327933	3496 TEAM PROFESSIONAL SERVICES INC	129059	129059 04/03/2025	1101102 530870		2025/10	3,061.00
			129058	129058 04/03/2025	1101102 530020		2025/10	2,649.00
								Total For Check # 327933 5,710.00
04/10/2025	327940	949 TULSA WINNELSON COMPANY	602341 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	264.75
			601566 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	78.75
			601826 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	273.65
			601591 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	120.15

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				602096 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106002 560180		2025/10	125.37
				600802 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	485.13
				602888 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	56.02
				601954 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	62.40
									Total For Check # 327940
									1,466.22
04/10/2025	327945	2487 TYLER TECHNOLOGIES INC		045-505812	045-505812 mycivic	1101300 540550		2025/10	17,364.38
									Total For Check # 327945
									17,364.38
04/10/2025	327947	4365 UNICARE BUILDING MAINTENANCE INC		COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	1105300 540070		2025/10	159.56
				COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	1101700 540280		2025/10	276.96
				COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	1106002 540280		2025/10	210.26
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	1105300 540070		2025/10	365.29
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	1101700 540280		2025/10	634.02
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	1106002 540280		2025/10	481.36
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	1105300 540070		2025/10	1,238.96
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	1101700 540280		2025/10	2,150.38
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	1106002 540280		2025/10	1,632.61
									Total For Check # 327947
									7,149.40
04/10/2025	327948	4967 UNITED DATA TECHNOLOGIES, INC.		CW51693	Cybersecurity MXDR Conquest Cyber	1101200 540550		2025/10	11,614.40
				CW51746	Cybersecurity MXDR Conquest Cyber	1101200 540550		2025/10	11,614.40

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						Total For Check # 327948			23,228.80
04/10/2025	327951	1169	VERIZON	6109085742	6109085742 521088636-00001 4/13/25 918-703-1251	1101200 550540		2025/10	40.01
						Total For Check # 327951			40.01
04/10/2025	327956	24	WEST THOMSON REUTERS	851714822	851714822 04/01/2025	1101010 560280		2025/10	2,137.07
						Total For Check # 327956			2,137.07
04/10/2025	327958	1095	WINDSTREAM HOLDINGS II LLC	100738909 04032025	FY25 ANNUAL AGREEMENT	1106002 550220		2025/10	156.70
						Total For Check # 327958			156.70
04/11/2025	202688	826	LOWES	85412	BLANKET PO FOR MISC. ITEMS	1106001 560180		2025/10	3.14
				97922	BLANKET PO FOR MISC. ITEMS	1106000 560180		2025/10	20.84
				97008	BLANKET PO FOR MISC. ITEMS	1106004 560180		2025/10	8.68
				97481	BLANKET PO FOR MISC. ITEMS	1106000 560180		2025/10	60.72
						Total For Check # 202688			93.38
04/17/2025	327966	2199	AMANDA YAMAGUCHI	T&A 03292025	APA CONF TRAVEL REIMB	1101410 550030		2025/10	40.00
						Total For Check # 327966			40.00
04/17/2025	327967	856	AMERICAN FIDELITY ASSURANCE CO.	157079	Payroll Run 1 - Warrant 250328	110 218420		2025/9	98.34
				157079	Payroll Run 1 - Warrant 250328	110 218430		2025/9	24.26
						Total For Check # 327967			122.60
04/17/2025	327968	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	157084	Payroll Run 1 - Warrant 250328	110 218590		2025/9	1,485.24
						Total For Check # 327968			1,485.24
04/17/2025	327969	1319	COMMUNITY CARE EAP	157081	Payroll Run 1 - Warrant 250328	110 218560		2025/9	185.84

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						Total For Check # 327969			185.84
04/17/2025	327970	1108	DUSTIN WEBER	PDR 04252025	PER DIEM CENTRAL SQUARE ENGAGEMENT 2025	1101200 550030		2025/10	258.40
						Total For Check # 327970			258.40
04/17/2025	327971	1550	GENESIS HEALTH CLUBS	157082	Payroll Run 1 - Warrant 250328	110 218150		2025/9	619.98
						Total For Check # 327971			619.98
04/17/2025	327972	379	IIMC	04/03/2025	ANNUAL MEMBERSHIP FEE-CURTIS GREEN THROUGH6302026	1101800 530850		2025/10	235.00
						Total For Check # 327972			235.00
04/17/2025	327976	159	PRE-PAID LEGAL SERVICES, INC.	157078	Payroll Run 1 - Warrant 250328	110 218100		2025/9	548.28
						Total For Check # 327976			548.28
04/17/2025	327978	4905	METROPOLITAN LIFE INSURANCE COMPANY	157086	Payroll Run 1 - Warrant 250328	110 218340		2025/9	3,295.38
				157086	Payroll Run 1 - Warrant 250328	110 218480		2025/9	3,518.18
				157086	Payroll Run 1 - Warrant 250328	110 218590		2025/9	968.93
						Total For Check # 327978			7,782.49
04/17/2025	327979	1699	MOMENTUM SERVICES LLC	20088912	20088912 04/22/2025	1101415 530870		2025/10	330.00
						Total For Check # 327979			330.00
04/17/2025	327980	104	OKLAHOMA MUNICIPAL LEAGUE	090847	090847 04/01/2025	1101700 530110		2025/10	400.00
						Total For Check # 327980			400.00
04/17/2025	327982	999900	OTP - AR REFUNDS	157636		110 229090		2025/10	371.15
						Total For Check # 327982			371.15
04/17/2025	327986	5027	PHIL MORRIS	PDR 04272025	PER DIEM CENTRAL SQUARE ENGAGEMENT 2025	1101200 550030		2025/10	156.40
						Total For Check # 327986			156.40

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04/17/2025	327988	656 SAS LLC		7359	7359 01/08/2025	1101700 530870		2025/10	3,625.00
						Total For Check # 327988			3,625.00
04/17/2025	327989	1987 SURENCY LIFE & HEALTH INS. CO.		157083	Payroll Run 1 - Warrant 250328	110 218460		2025/9	227.50
						Total For Check # 327989			227.50
04/17/2025	327995	5216 918 WRECKER SERVICE INC.		25-272771	25-272771 APRIL 9, 2025	1105300 540200		2025/10	160.00
						Total For Check # 327995			160.00
04/17/2025	327997	489 ADMIRAL EXPRESS LLC		205557-S	205557-S FEB 28, 2025	1106002 560030		2025/10	205.79
				205521-S	205521-S FEB 2025	1101300 560030		2025/10	16.96
				205655-S	205655-S FEB 2025	1101800 560030		2025/10	77.98
				205784-S	205784-S FEB 2025	1101010 560030		2025/10	180.10
				205673-S	205673-S FEB 2025	1105300 560030		2025/10	215.69
				205778-S	205778-S FEB 2025	1101102 560030		2025/10	155.96
				205843-S	205843-S FEB 2025	1101700 560030		2025/10	66.60
						Total For Check # 327997			919.08
04/17/2025	327998	149 AMERICAN ELECTRIC POWER/PSO		308-466-0-4 03312025	950-308-466-0-4 MAR 31, 2025 1205 W SHREVEPORT	1106000 550400		2025/10	65.22
				550-797-0-3 03312025	958-550-797-0-3 MAR 31, 2025 1900 W SHREVEPORT	1106000 550410		2025/10	153.04
				058-747-0-7 03312025	959-058-747-0-7 MAR 31, 2025 8800 S ASPEN	1106000 550410		2025/10	203.75
				454-130-1-4 03312025	956-454-130-1-4 MAR 31, 2025 BROKEN ARROW	1105310 550250		2025/10	70.74
				454-130-1-4 03312025	956-454-130-1-4 MAR 31, 2025 21365 E 46TH ST S	1105310 550250		2025/10	7.90
				454-130-1-4 03312025	956-454-130-1-4 MAR 31, 2025 1391 W OMAHA PL	1105310 550250		2025/10	8.14
				454-130-1-4 03312025	956-454-130-1-4 MAR 31, 2025 4301 N ASPEN AVE	1105310 550250		2025/10	5.30
				454-130-1-4 03312025	956-454-130-1-4 MAR 31, 2025 11901 E	1105310 550250		2025/10	5.15

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					131ST ST S UN				
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 4427 W HOUSTON ST	1105310 550250		2025/10	38.98
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 10405 S LYNN LANE RD	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 2341 W ALBANY ST UNIT	1105310 550250		2025/10	8.14
	454-130-1-4	03312025		956-454-130-1-4	MAT 31, 2025 20005 E 37TH ST S	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 2701 S ELM PL	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 2291 N 9TH ST	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 709 MAGNOLIA CT	1105310 550250		2025/10	23.69
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 4023 W ROANOKE PL UN	1105310 550250		2025/10	8.14
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 3190 W KENOSHA ST	1105310 550250		2025/10	8.14
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 1591 E HOUSTON ST	1105310 550250		2025/10	8.14
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 18599 E 96TH ST	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 5099 S 23RD ST	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 1605 N 37TH ST UNIT	1105310 550250		2025/10	5.30
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 101 E FT WORTH ST	1105310 550250		2025/10	24.46
	454-130-1-4	03312025		956-454-130-1-4	MAR 31, 2025 10601 S MINGO RD	1105310 550250		2025/10	5.30
	937-903-0-2	04012025		959-937-903-0-2	APR 1, 2025 3201 N 9TH ST UNIT VB	1106000 550250		2025/10	93.68
	937-903-0-2	04012025		959-937-903-0-2	APR 1, 2025 418 S MAIN ST	1106000 550250		2025/10	48.06
	937-903-0-2	04012025		959-937-903-0-2	APR 1, 2025 1400 S MAIN ST	1106000 550250		2025/10	38.98

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				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2810 E MADISON AVE	1106000 550250		2025/10	106.90
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 3201 N 9TH ST	1106000 550250		2025/10	371.66
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2800 W RICHARD ST	1106000 550250		2025/10	69.86
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 525 W IOLA ST	1106000 550250		2025/10	50.67
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1532 S FERN PL	1106000 550250		2025/10	93.00
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1400 S MAIN ST	1106000 550250		2025/10	197.29
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 5852 S DATE AVE	1106000 550250		2025/10	71.29
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 8870 S ASPEN AVE	1106000 550250		2025/10	157.35
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 3000 N 37TH ST	1106000 550250		2025/10	49.52
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1806 W SANDUSKY ST	1106000 550250		2025/10	87.09
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2502 W FULTON ST UNIT	1106000 550250		2025/10	5.30
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1400 W SHREVEPORT ST U	1106000 550250		2025/10	43.86
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 4800 W WASHINGTON ST U	1106000 550250		2025/10	5.30
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 3707 N NARCISSUS AVE	1106000 550250		2025/10	90.96
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 4800 W WASHINGTON ST	1106000 550250		2025/10	221.28
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 104 S MAIN ST	1106000 550250		2025/10	25.04
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1111 S MAIN ST STE A	1106000 550250		2025/10	336.84
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 3201 N 9TH ST	1106000 550250		2025/10	144.27
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 3703 N OAK AVE UNIT FO	1106000 550250		2025/10	146.99

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				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2991 N ASPEN AVE	1106000 550250		2025/10	72.33
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 201 S CEDAR AVE	1106000 550250		2025/10	79.97
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2196 S MAIN ST	1106000 550250		2025/10	47.97
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 5800 S DATE AVE	1106000 550250		2025/10	70.61
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 12001 E 101ST ST S UNI	1106000 550250		2025/10	102.25
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1800 S 3RD ST	1106000 550250		2025/10	57.50
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1200 N 52ND ST	1106000 550250		2025/10	10.23
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1500 S MAIN ST	1106000 550250		2025/10	34.89
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1500 S MAIN ST	1106000 550250		2025/10	59.91
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 14000 S 145TH E AVE	1106000 550250		2025/10	213.07
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 100 N FIR AVE	1106000 550250		2025/10	182.80
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1031 W ITHICA ST	1106000 550250		2025/10	54.67
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 6903 S 3RD ST	1106000 550250		2025/10	22.23
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1213 S ASH DR	1106000 550250		2025/10	139.05
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1101 W SHREVEPORT ST	1106000 550400		2025/10	186.20
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1205 W SHEVEPORT ST	1106000 550400		2025/10	286.73
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1109 W SHREVEPORT ST	1106000 550400		2025/10	195.38
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1117 W SHREVEPORT ST	1106000 550400		2025/10	68.81
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1209 W SHREVEPORT ST U	1106000 550400		2025/10	358.57

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				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1707 W SHREVEPORT ST	1106000 550410		2025/10	304.59
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1900 W SHREVEPORT ST	1106000 550410		2025/10	120.27
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 8860 S ASPEN AVE UNIT	1106000 550410		2025/10	801.75
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1205 W SHREVEPORT ST	1106000 550410		2025/10	126.44
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 1501 W SHREVEPORT ST	1106000 550410		2025/10	412.73
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 300 E WASHINGTON ST	1106000 550420		2025/10	180.72
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 300 E WASHINGTON ST	1106000 550420		2025/10	2,937.63
				937-903-0-2 04012025	959-937-903-0-2 APR 1, 2025 2221 W SHREVEPORT ST	1106000 550430		2025/10	767.29
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 7101 S 3RD ST	1106002 550250		2025/10	265.01
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 3201 N 9TH ST	1106002 550250		2025/10	957.62
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 100 N FIR AVE	1106002 550250		2025/10	73.80
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 3201 N 9TH ST	1106002 550250		2025/10	414.14
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 801 W CHALESTON ST UN	1106002 550250		2025/10	23.08
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 1400 S MAIN ST	1106002 550250		2025/10	1,722.89
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 1301 N REDBUD AVE	1106002 550250		2025/10	21.79
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 604 E DALLAS ST	1106002 550250		2025/10	21.79
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 1400 S MAIN ST UNIT P	1106002 550250		2025/10	176.13
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 525 W IOLA ST	1106002 550250		2025/10	21.79
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 3201 N 9TH ST	1106000 550250		2025/10	153.95

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				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 3201 N 9TH ST	1106000 550460		2025/10	289.62
				827-595-4-4 03282025	955-827-595-4-4 MAR 28, 2025 3201 N 9TH ST	1106000 550460		2025/10	1,052.90
Total For Check # 327998									16,225.62
04/17/2025	327999	4935 AMAZON.COM SALES INC		1WGH-VFLW-LXMP	OFFICE SUPPLIES	1101700 560030		2025/10	140.77
				1WGH-VFLW-LXMP	OFFICE SUPPLIES	1101800 560030		2025/10	15.39
				1CGT-6CNY-4YQW	OFFICE SUPPLIES	1101501 560030		2025/10	10.17
				1DTC-GFYR-9PTF	Summer Camp Supplies - Ray Harral	1106002 560330		2025/10	791.11
				1PCN-NDR3-7FWM	Ledger Paper	1101400 560030		2025/10	112.02
				1NQY-YNL9-3CWX	Recreation Supplies	1106002 560330		2025/10	11.98
				16TQ-QPFY-3J44	Recreation Supplies & Shredder for Admin Office	1106002 560030		2025/10	299.99
				16TQ-QPFY-3J44	Recreation Supplies & Shredder for Admin Office	1106002 560330		2025/10	98.64
				1JWP-NTDJ-9VT4	Office Supplies	1101102 550890		2025/10	264.31
				1KXY-DVLR-YXN9	ITEM: Kleenex Professional Facial Tissue, Bulk (0	1101800 560030		2025/10	27.99
Total For Check # 327999									1,772.37
04/17/2025	328002	4904 AMERITAS LIFE INSURANCE CORP.		157085	Payroll Run 1 - Warrant 250328	110 218240		2025/9	3,004.02
Total For Check # 328002									3,004.02
04/17/2025	328008	73 AT&T		918105-3484 04012025	918 105-3484 322 4 APR 1, 2025	1101700 550220		2025/10	30.00
Total For Check # 328008									30.00
04/17/2025	328009	885 ATWOOD DISTRIBUTING LP		3462	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300 560230		2025/10	47.99
				3456	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300 560230		2025/10	22.42
				3472	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560230		2025/10	-0.01

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						Total For Check # 328009			70.40
04/17/2025	328010	874 BATTERIES PLUS		P81532162	HEPPC545 battery	1106000 560230		2025/10	161.95
						Total For Check # 328010			161.95
04/17/2025	328015	2910 BROKEN ARROW CHAMBER OF COMMERCE		76333	76333 FEB 24, 2025	1101300 530110		2025/10	40.00
				76333	76333 FEB 24, 2025	1101300 530110		2025/10	40.00
				76333	76333 FEB 24, 2025	1101310 530110		2025/10	40.00
				76333	76333 FEB 24, 2025	1101315 530110		2025/10	40.00
				76333	76333 FEB 24, 2025	1101315 530110		2025/10	40.00
						Total For Check # 328015			200.00
04/17/2025	328016	19 BROKEN ARROW ELECTRIC SUPPLY INC		S3332290.001	BLANKET PO FOR MISC ELECTRICAL	1106000 560180		2025/10	23.06
						Total For Check # 328016			23.06
04/17/2025	328022	37 CINTAS CORPORATION		9314825819	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314827884	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314827889	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314829606	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314874330	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314848880	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314946966	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	396.00
				9314938532	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	297.00
				9314943047	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314943129	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00

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				9314950239	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	198.00
				9314946926	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314938545	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314943032	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	198.00
				9314943142	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314924906	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314900507	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314780466	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314780561	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	99.00
				9314772839	CITY COUNCIL APPROVED 05/07/24	1101102 540330		2025/10	198.00
				5263368407	BLANKET PO FOR MEDICAL SUPPLIES	1106000 560230		2025/10	106.69
				5263329715	BLANKET PO FOR MEDICAL SUPPLIES	1106005 560230		2025/10	7.16
				5263685907	BLANKET PO FOR MEDICAL SUPPLIES	1106000 560230		2025/10	80.45
				5263868009	BLANKET PO FOR MEDICAL SUPPLIES	1101800 560230		2025/10	50.87
Total For Check # 328022									3,017.17
04/17/2025	328023	996	CITY OF BROKEN ARROW	157080	Payroll Run 1 - Warrant 250328	110 218180		2025/9	423.32
				157080	Payroll Run 1 - Warrant 250328	110 218360		2025/9	4,135.18
Total For Check # 328023									4,558.50
04/17/2025	328024	1391	CLEAN THE UNIFORM CO OKLAHOMA	52129029	52129029 04/09/2025	1101700 540330		2025/10	5.10

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				52128409	52128409 04/04/2025	1106002 540330		2025/10	3.14
				52128410	52128410 04/04/2025	1101800 540330		2025/10	7.84
				52129504	52129504 APRIL 11, 2025	1105310 540310		2025/10	141.73
				52129502	52129502 APRIL 11, 2025	1105300 540310		2025/10	137.86
				52129502	52129502 APRIL 11, 2025	1105310 540310		2025/10	15.93
				52129502	52129502 APRIL 11, 2025	1105300 540330		2025/10	2.55
				52129508	52129508 APRIL 11, 2025	1106000 540310		2025/10	107.00
				52129508	52129508 APRIL 11, 2025	1106000 540330		2025/10	0.34
				52129032	52129032 APRIL 9, 2025	1106000 540310		2025/10	25.83
				52129032	52129032 APRIL 9, 2025	1106003 540310		2025/10	42.42
					Total For Check # 328024				489.74
04/17/2025	328032	5259	DAVID PICKEL	EMP 04042025	THE EMERALD GALA NSU REGISTRATION REIMB	1101700 530110		2025/10	175.00
					Total For Check # 328032				175.00
04/17/2025	328033	2449	DAVIS SUPPLY CO	0020078140-001	BLANKET PO FOR POOL SUPPLIES	1106000 560340		2025/10	155.13
					Total For Check # 328033				155.13
04/17/2025	328037	1231	AT&T MOBILITY LLC	287319339297X04202 5	287319339297X04082025	1101102 550540		2025/10	76.60
				287319339297X04202 5	287319339297X04082025	1101200 550540		2025/10	160.16
				287319339297X04202 5	287319339297X04082025	1101400 550540		2025/10	40.04
				287319339297X04202 5	287319339297X04082025	1101700 550540		2025/10	24.74
				287319339297X04202 5	287319339297X04082025	1105300 550540		2025/10	213.76
				287319339297X04202 5	287319339297X04082025	1106004 550540		2025/10	43.04
				287319339297X04202 5	287319339297X04082025	1105300 550540		2025/10	200.20

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				287319339297X042025	287319339297X04082025	1105315 550540		2025/10	40.04
				287319339297X042025	287319339297X04082025	1101200 560240		2025/10	359.37
Total For Check # 328037									1,157.95
04/17/2025	328038			287319128175X042025	287319128175X04082025	1101300 550220		2025/10	46.81
				287319128175X042025	287319128175X04082025	1101415 550220		2025/10	662.36
				287319128175X042025	287319128175X04082025	1105310 550220		2025/10	18.66
				287319128175X042025	287319128175X04082025	1106000 550220		2025/10	37.32
				287319128175X042025	287319128175X04082025	1106005 550220		2025/10	46.81
				287319128175X042025	287319128175X04082025	1101010 550540		2025/10	94.22
				287319128175X042025	287319128175X04082025	1101102 550540		2025/10	80.08
				287319128175X042025	287319128175X04082025	1101200 550540		2025/10	607.76
				287319128175X042025	287319128175X04082025	1101300 550540		2025/10	154.30
				287319128175X042025	287319128175X04082025	1101310 550540		2025/10	40.04
				287319128175X042025	287319128175X04082025	1101400 550540		2025/10	234.38
				287319128175X042025	287319128175X04082025	1101410 550540		2025/10	262.70
				287319128175X042025	287319128175X04082025	1101415 550540		2025/10	508.90
				287319128175X042025	287319128175X04082025	1101501 550540		2025/10	126.89
				287319128175X042025	287319128175X04082025	1101700 550540		2025/10	219.08
				287319128175X042025	287319128175X04082025	1105300 550540		2025/10	24.74

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				287319128175X042025	287319128175X04082025	1105310 550540		2025/10	954.26
				287319128175X042025	287319128175X04082025	1106000 550540		2025/10	264.68
				287319128175X042025	287319128175X04082025	1106002 550540		2025/10	259.12
				287319128175X042025	287319128175X04082025	1106004 550540		2025/10	43.04
						Total For Check # 328038			4,686.15
04/17/2025	328043	153 GELLCO UNIFORMS & SHOES INC		00297087	BLANKET PO FOR SAFETY SHOES	1106000 560100		2025/10	170.99
						Total For Check # 328043			170.99
04/17/2025	328046	1626 GOVERNMENTJOBS.COM INC.		INV-133460	INV-133460 04/09/2025	1101102 530870		2025/10	4,760.64
						Total For Check # 328046			4,760.64
04/17/2025	328047	5026 DALE GRAHAM		000175	000175 APRIL 14, 2025	1106000 540070		2025/10	100.00
						Total For Check # 328047			100.00
04/17/2025	328049	1244 GRANICUS, INC.		199616	199616 03/31/2025	1101700 540550		2025/10	13,231.36
						Total For Check # 328049			13,231.36
04/17/2025	328050	79 GREEN ACRE SOD FARMS		8876	BL;ANKET PO FOR BERMUDA SOD	1106005 560230		2025/10	47.50
				9013	BL;ANKET PO FOR BERMUDA SOD	1106005 560230		2025/10	47.50
				9011	BL;ANKET PO FOR BERMUDA SOD	1106005 560230		2025/10	47.50
						Total For Check # 328050			142.50
04/17/2025	328053	115 INCOG		226889	226889 04/01/2025	1101700 530850		2025/10	2,230.00
				226912 A	226912 A 03/31/2025	1101400 530870		2025/10	1,748.75
						Total For Check # 328053			3,978.75
04/17/2025	328059	5131 KEVIN BEHE		13216	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39

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				13216	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
				13216	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
				13216	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
				13216	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
				13213	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
				13213	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.04
				13213	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
				13213	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
				13213	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
				13214	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.52
				13214	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.35
				13214	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.36
				13214	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.70
				13214	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.67
				13212	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
				13212	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
				13212	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
				13212	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66

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				13212	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
				13215	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.52
				13215	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.35
				13215	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.36
				13215	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.70
				13215	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.67
				13211	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
				13211	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
				13211	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
				13211	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
				13211	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
				13210	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.62
				13210	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.66
				13210	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	2.90
				13210	CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	3.32
				13210	CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.83
				13208	CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.32
				13208	CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
				13208	CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	13208				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13208				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.41
	13207				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
	13207				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
	13207				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13207				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13207				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13206				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.30
	13206				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.83
	13206				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.45
	13206				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.66
	13206				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.42
	13187				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.25
	13187				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	0.62
	13187				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.09
	13187				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	1.24
	13187				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.31
	13220				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
	13220				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	13220				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13220				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13220				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13218				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.38
	13218				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
	13218				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13218				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13218				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13219				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.40
	13219				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
	13219				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13219				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13219				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
	13217				CITY COUNCIL APPROVED 09/09/24	1101200 540070		2025/10	0.39
	13217				CITY COUNCIL APPROVED 09/09/24	1105300 540070		2025/10	1.03
	13217				CITY COUNCIL APPROVED 09/09/24	1106000 540070		2025/10	1.81
	13217				CITY COUNCIL APPROVED 09/09/24	1106002 540070		2025/10	2.07
	13217				CITY COUNCIL APPROVED 09/09/24	1106005 540070		2025/10	0.52
Total For Check # 328059									87.44

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328061	4504 KRISTINA SANDRIDGE	5033	5033 04/26/2025	1101400 530870	2514120	2025/10	500.00
Total For Check # 328061								500.00
04/17/2025	328064	614 LIGHTING INC/BROKEN ARROW ELECTRIC	S3329781.001	BLANKET PO FOR MISC. LIGHTING	1106001 560180		2025/10	333.34
			S3330878.001	BLANKET PO FOR MISC. LIGHTING	1106000 560180		2025/10	85.79
Total For Check # 328064								419.13
04/17/2025	328065	131 LOCKE SUPPLY COMPANY	55161758-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	34.94
			55161882-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	6.61
			55167349-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	42.88
			55160778-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 560180		2025/10	111.28
			55172239-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	27.36
			55207798-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	10.42
Total For Check # 328065								233.49
04/17/2025	328070	25 NAPA AUTO PARTS	014827	1799	1106000 560200		2025/10	23.77
			014827	3403	1106000 560200		2025/10	10.60
			014827	3232	1106000 560200		2025/10	26.58
			014827	2253	1106000 560200		2025/10	41.30
			014827	2254	1106000 560200		2025/10	26.18
			014827	15W40BULK	1106000 560210		2025/10	107.70
			014828	4071	1106000 560200		2025/10	10.41
			014828	29558329AT	1106000 560200		2025/10	85.72
			014841	ETX15	1106000 560200		2025/10	86.00
			014859	4310746	1106005 560200		2025/10	295.03

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014871	789DEF	1105300 560210		2025/10	1,066.56
				014876	600064	1105300 560200		2025/10	12.14
				014876	7222791	1105300 560200		2025/10	22.21
				014876	7176099	1105300 560200		2025/10	0.01
				014876	6671	1105300 560200		2025/10	24.85
				014876	9972	1105300 560200		2025/10	40.20
				014876	2413	1105300 560230		2025/10	5.44
				014878	1731	1105300 560200		2025/10	69.36
				014878	1553	1105300 560200		2025/10	6.65
				014880	400109	1105300 560200		2025/10	13.75
				014880	7400454	1105300 560200		2025/10	117.00
				14501	7545	1106000 560200		2025/10	111.69
				14501	7545	1106000 560200		2025/10	18.00
				14501	7545	1106000 560200		2025/10	-18.00
				14502	7151	1106003 560200		2025/10	14.72
				14502	300458	1106003 560200		2025/10	45.66
				14502	230266	1106003 560200		2025/10	10.44
				14502	200679	1106003 560200		2025/10	41.53
				14502	15W40BULK	1106003 560210		2025/10	46.67
				14504	2812	1105300 560200		2025/10	85.65
				14504	9910	1105300 560200		2025/10	19.54
				14504	9082	1105300 560200		2025/10	13.44
				14504	1746	1105300 560200		2025/10	27.54
				14504	15W40BULK	1105300 560210		2025/10	96.93
				14517	A9361807410	1105300 560200		2025/10	25.43
				14517	A0000904851	1105300 560200		2025/10	96.96
				14517	A9360900651	1105300 560200		2025/10	131.10
				14519	7526	1106000 560200		2025/10	107.72

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14519	7526	1106000 560200		2025/10	18.00
				14519	728018	1106000 560200		2025/10	6.38
				14519	582377	1106000 560200		2025/10	25.62
				14521	492191	1105300 560200		2025/10	211.11
				14522	7234	1105300 560200		2025/10	307.68
				14522	7234	1105300 560200		2025/10	54.00
				14528	GL1943102255	1106000 560190		2025/10	668.88
				14543	25061031HD	1106000 560200		2025/10	30.20
				14543	4C3Z8501B	1106000 560200		2025/10	117.66
				14543	RTU1EXT	1106000 560210		2025/10	17.22
				14543	2413	1106000 560230		2025/10	2.72
				14750	388069	1106000 560190		2025/10	75.56
				14763	435157A1	1105300 560200		2025/10	-209.14
				14782	W795H	1105310 560200		2025/10	1,655.93
				14968	GD4711QG	1105300 560200		2025/10	333.76
				14968	GD4711QG	1105300 560200		2025/10	176.00
				14968	3807AX	1105300 560200		2025/10	1,116.40
				14968	GG4715QG	1105300 560200		2025/10	230.78
				14968	GG4715QG	1105300 560200		2025/10	88.00
				14968	3687X	1105300 560200		2025/10	647.76
				14973	GD4707QG	1105300 560200		2025/10	318.88
				14973	GD4707QG	1105300 560200		2025/10	124.00
				14973	3600A	1105300 560200		2025/10	871.60
				14973	GD4711QG	1105300 560200		2025/10	-333.76
				14973	GD4711QG	1105300 560200		2025/10	-176.00
				14973	3807AX	1105300 560200		2025/10	-1,116.40
				14979	1394	1106000 560200		2025/10	4.15
				14979	702390	1106000 560200		2025/10	5.02

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14979	6438	1106000 560200		2025/10	16.57
				14979	2985	1106000 560200		2025/10	14.58
				14979	112630	1106000 560210		2025/10	46.32
				14994	9326682	1106000 560230		2025/10	172.92
Total For Check # 328070									8,488.88
04/17/2025	328071			014825	15W40BULK	1106000 560200		2025/10	14.36
				014825	1358	1106000 560200		2025/10	6.23
				014825	500421	1106000 560200		2025/10	20.34
				014833	112630	1106000 560210		2025/10	46.32
				014837	7502	1105310 560200		2025/10	4.15
				014837	5W20BULK	1105310 560210		2025/10	27.04
				014839	789DEF	1106000 560210		2025/10	11.11
				014846	SL3330	1106000 560210		2025/10	61.10
				014858	2413	1105300 560230		2025/10	32.64
				014860	493241	1105300 560200		2025/10	12.56
				014866	HDRTU1GAL	1106000 560210		2025/10	17.16
				014869	PL22102CR	1105300 560200		2025/10	59.89
				014877	6672	1105300 560200		2025/10	18.19
				014877	9972	1105300 560200		2025/10	-40.20
				014883	85805	1105300 560210		2025/10	47.77
				014889	1042	1101415 560200		2025/10	4.15
				014889	2488	1101415 560200		2025/10	13.50
				014889	5W30BULK	1101415 560210		2025/10	22.86
				014893	RTU1GAL	1106000 560210		2025/10	8.61
				014893	706616	1106000 560210		2025/10	34.68
				014895	1042	1101415 560200		2025/10	-4.15
				014895	2488	1101415 560200		2025/10	-13.50
				014895	3157N	1101415 560200		2025/10	0.54

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014906	8251800	1106005 560200		2025/10	20.32
				014907	975	1105300 560210		2025/10	24.54
				14532	945	1106000 560210		2025/10	18.02
				14533	8235075	1105300 560200		2025/10	11.28
				14534	8235075	1105300 560200		2025/10	11.28
				14540	7234	1105300 560200		2025/10	-54.00
				14547	727613	1106000 560200		2025/10	11.78
				14742	773780	1106000 560210		2025/10	23.38
				14742	85805	1106000 560210		2025/10	47.77
				14747	789DEF	1105300 560210		2025/10	11.11
				14753	1348	1101200 560200		2025/10	4.15
				14753	4419	1101200 560200		2025/10	8.70
				14753	200095	1101200 560200		2025/10	8.31
				14753	5W20BULK	1101200 560210		2025/10	20.28
				14754	1663	1105300 560200		2025/10	17.92
				14756	7045	1106000 560200		2025/10	4.15
				14756	5W30BULK	1106000 560210		2025/10	22.86
				14956	1372	1106000 560200		2025/10	4.15
				14956	9883	1106000 560200		2025/10	12.45
				14956	5W30BULK	1106000 560210		2025/10	26.67
				14956	2413	1106000 560230		2025/10	2.72
				14981	112630	1106000 560200		2025/10	-46.32
				14981	75500	1106000 560210		2025/10	10.02
				14984	90442	1106000 560200		2025/10	9.90
						Total For Check # 328071			636.79
04/17/2025	328072			014847	7051501	1105300 560200		2025/10	7.42
				014848	194N	1106000 560200		2025/10	0.43
				014848	3157N	1106000 560200		2025/10	1.08

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014848	192N	1106000 560200		2025/10	0.98
				014848	1157N	1106000 560200		2025/10	0.86
				014862	1156N	1106000 560200		2025/10	0.43
				014863	H6054N	1106000 560200		2025/10	7.68
				014867	75200	1105300 560210		2025/10	9.04
				014874	615	1105300 560210		2025/10	4.59
				014888	75210	1106000 560210		2025/10	5.24
				014897	75200	1105300 560210		2025/10	4.52
				014898	75115	1106005 560210		2025/10	3.80
				014901	3157N	1106000 560200		2025/10	1.62
				014909	2413	1105300 560230		2025/10	2.72
				014909	7151151	1105300 560230		2025/10	3.08
				14505	49005	1105300 560200		2025/10	8.24
				14974	84215791	1105300 560200		2025/10	1.84
				14987	3031	1106000 560200		2025/10	3.11
				14987	702390	1106000 560200		2025/10	-5.02
				14988	84215791	1105300 560200		2025/10	1.84
						Total For Check # 328072			63.50
04/17/2025	328074	4257 ODIN INTERNATIONAL INC		35172	6'10" x 29'4" tan Thoro Weave 990 super shade mesh	1106000 560180		2025/10	2,250.00
						Total For Check # 328074			2,250.00
04/17/2025	328080	1878 OKLAHOMA WORKERS' COMPENSATION		2	MEMBERSHIP DUES	1101102 530850		2025/9	500.00
						Total For Check # 328080			500.00
04/17/2025	328083	736 PENSKE COMMERCIAL VEHICLES US LLC		12583262	UNIT # 2335	1105300 540200		2025/10	1,248.49
						Total For Check # 328083			1,248.49
04/17/2025	328084	2269 PRO-MOW LAWN AND		2227	Rose District holiday lights and	1101700 540280		2025/10	7,636.50

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
		LANDSCAPE LLC		decorations insta				
					Total For Check # 328084			7,636.50
04/17/2025	328085	4508 C A ASSETS LLC	27991	27991 03/31/2025	1105300 540070		2025/10	135.00
					Total For Check # 328085			135.00
04/17/2025	328087	4949 PROFESSIONAL TURF PRODUCTS	6186380-00	Unit #1796	1106000 540200		2025/10	2,948.25
					Total For Check # 328087			2,948.25
04/17/2025	328089	783 QUALITY SIGNS & BANNER	122914B	122914B 04/07/2025	1106004 540070		2025/10	480.00
					Total For Check # 328089			480.00
04/17/2025	328090	1338 QUESTYS SOLUTIONS	QSICT0000110	QSICT0000110 03/07/2025	1101200 540550		2025/10	1,125.00
					Total For Check # 328090			1,125.00
04/17/2025	328096	171 ROBINSON GLASS INC	3-114324	3-114324 APRIL 3, 2025	1106002 540070		2025/10	768.00
					Total For Check # 328096			768.00
04/17/2025	328098	4982 ROSEMARY C. DAUGHERTY	5032	5032 04/26/2025	1101400 530870	2514120	2025/10	500.00
					Total For Check # 328098			500.00
04/17/2025	328100	1725 RUSH TRUCK CENTERS OF OKLAHOMA INC	3041046360	UNIT # 1860	1105300 540200		2025/10	3,174.68
					Total For Check # 328100			3,174.68
04/17/2025	328102	602 SANDERS NURSERY	1105382	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	209.00
					Total For Check # 328102			209.00
04/17/2025	328105	2144 SITE ONE LANDSCAPE SUPPLY LLC	151494727-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560340		2025/10	140.91
			151190898-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560230		2025/10	99.11
					Total For Check # 328105			240.02

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328106	303 SMITH FARM & GARDEN CO		81969	BLANKET PO FOR MISC. PARTS	1106000 560200		2025/10	53.76
						Total For Check # 328106			53.76
04/17/2025	328108	1081 SOUTHERN AGRICULTURE		812208	BLANKET PO FOR DOG & CAT FOOD	1106002 560330		2025/10	22.93
				813034	BLANKET PO FOR DOG & CAT FOOD	1106002 560330		2025/10	5.96
						Total For Check # 328108			28.89
04/17/2025	328111	824 SOUTHWEST DRIVES INC.		62849	EMERGENCY BLANKET PO FOR HVAC UNITS (BELTS ONLY)	1106004 560180		2025/10	49.84
						Total For Check # 328111			49.84
04/17/2025	328119	1104 TIGER, INC.		0325177146	0325177146 MARCH 2025 1800 S MAIN ST	1106001 550240		2025/10	253.11
						Total For Check # 328119			253.11
04/17/2025	328127	1230 TULSA COUNTY ADMINISTRATIVE SVCS		10006956	10006956 NOV 8, 2023	1101501 550360		2025/10	20.00
						Total For Check # 328127			20.00
04/17/2025	328130			10013003	10013003 APRIL 10, 2025	1101102 550360		2025/10	111.44
						Total For Check # 328130			111.44
04/17/2025	328131			10013002	10013002 APRIL 10, 2025	1101102 550360		2025/10	205.52
						Total For Check # 328131			205.52
04/17/2025	328132			10012906	10012906 APRIL 10, 2025	1101800 550360		2025/10	99.85
						Total For Check # 328132			99.85
04/17/2025	328133			10012907	10012907 APRIL 10, 2025	1101800 550360		2025/10	42.19
						Total For Check # 328133			42.19
04/17/2025	328135	2390 TULSA TECHNOLOGY CENTER		1BC0B1E4	1BC0B1E4 03/03/2025	1101102 530870		2025/10	330.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 328135			330.00
04/17/2025	328137	949 TULSA WINNELSON COMPANY		606328 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106001 560180		2025/10	835.09
				606483 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106001 560180		2025/10	54.46
				606503 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	1,144.50
						Total For Check # 328137			2,034.05
04/17/2025	328140	2487 TYLER TECHNOLOGIES INC		025-503422	025-503422 03/31/2025	1101800 550550		2025/10	1,842.00
				025-489807	025-489807 01/01/2025	1101800 540550		2025/10	51,534.28
				045-510147	045-510147 04/01/2025	1101102 540550		2025/10	9,898.94
				025-430749	025-430749 06/30/2023	1101400 540550		2025/10	6,533.33
				025-501655	025-501655 04/01/2025	1101400 540550		2025/10	117,493.53
				045-434777	045-434777 09/01/2023	1101200 540550		2025/10	2,274.08
						Total For Check # 328140			189,576.16
04/17/2025	328145	819 VANCE BROTHERS LLC		IP00034777	BLANKET PO FOR ROAD OIL SSI	1105300 560800		2025/10	168.30
						Total For Check # 328145			168.30
04/17/2025	328147	351 WAGONER COUNTY		25-2450	25-2450 03/11/2025	1101700 550860		2025/10	18.00
				25-2451	25-2451 3/11/2025	1101700 550860		2025/10	18.00
				25-2203	25-2203 03/05/2025	1101700 550860		2025/10	18.00
				25-2598	25-2598 03/14/2025	1101700 550860		2025/10	18.00
				25-3152	25-3152 03/28/2025	1101700 550860		2025/10	18.00
				25-3210	25-3210 03/31/2025	1101700 550860		2025/10	54.00
						Total For Check # 328147			144.00
04/24/2025	328155	47 FARHAD DAROGA		EMP 03272025	REIMB FOR GO PLAN MEETING PARKING	1101405 550030		2025/10	3.00
						Total For Check # 328155			3.00

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04/24/2025	328166	3318	STEVE YODER	EMP 04102025	000037 APRIL 10, 2025	1101315 550030		2025/10	26.67
				EMP 04082025	449678 APRIL 8, 2025	1101315 550030		2025/10	16.00
						Total For Check # 328166			42.67
04/24/2025	328167	167	TULSA COUNTY HEALTH DEPARTMENT	JAN-1-MARCH 31, 2025	1ST QTR 2025 JAN 1 2025 THRU MARCH 31, 2025	1101700 550100		2025/10	679.00
						Total For Check # 328167			679.00
04/24/2025	328169	3968	ADOLPH KIEFER & ASSOIATES LLC	INV001493324	EST133157	1106002 560330		2025/10	1,015.60
						Total For Check # 328169			1,015.60
04/24/2025	328170	149	AMERICAN ELECTRIC POWER/PSO	308-466-0-4 02282025	950-308-466-0-4 FEB 28, 2025 1205 W SHREVEPORT ST	1106000 550400		2025/10	65.14
				550-797-0-3 02282025	958-550-797-0-3 FEB 28, 2025 1900 W SHREVEPORT ST	1106000 550410		2025/10	152.96
				041-990-0-6 04162025	950-041-990-0-6 APRIL 16, 2025 1811 S MAIN ST	1106001 550250		2025/10	564.03
						Total For Check # 328170			782.13
04/24/2025	328172	4935	AMAZON.COM SALES INC	1QGY-7DTN-61LF	OFFICE SUPPLIES	1101700 560030		2025/10	24.26
				146K-6H41-3RDX	ITEM: StarTech.com USB Bluetooth 5.0 Adapter, USB	1101200 560030		2025/10	17.09
				1DF7-QFDC-447P	Recreation Supplies	1106002 560330		2025/10	59.99
				1L7F-VWGP-4XQC	OFFICE SUPPLIES FIN & UB	1101501 560030		2025/10	34.11
				1GJX-PWPP-JTYV	Office Supplies	1101400 560030		2025/10	36.33
				1P1Y-36G1-3TLH	OFFICE SUPPLIES	1101400 560030		2025/10	34.37
						Total For Check # 328172			206.15
04/24/2025	328176	4934	CW PRODUCTS	CV50415026	Promo products-Kristin Ross	1101102 560230		2025/10	516.50
						Total For Check # 328176			516.50
04/24/2025	328177	885	ATWOOD DISTRIBUTING LP	3477	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 560230		2025/10	10.47

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				3484	BLANKET PO SAFETY SHOES & MISC ITEMS	1106003 560340		2025/10	4.99
Total For Check # 328177									15.46
04/24/2025	328179	2321	AVERY DENNISON CORP	61819835	SHEETING/LINER & INK FOR SIGN SHOP	1105300 560360		2025/10	2,303.64
Total For Check # 328179									2,303.64
04/24/2025	328182	4666	BLUEJAY PROPERTIES LLC	MAY 2025	REAL PROPERTY RENTAL OR LEASE	1101315 540330		2025/10	1,750.00
Total For Check # 328182									1,750.00
04/24/2025	328183	4674	BOOT BARN INC	INV00439247	BLANKET PO - BOOT BARN	1105300 560100		2025/10	170.99
Total For Check # 328183									170.99
04/24/2025	328184			INV00473760	BLANKET PO - BOOT BARN	1106000 560100		2025/10	200.00
				INV00473769	BLANKET PO - BOOT BARN	1105310 560100		2025/10	161.99
Total For Check # 328184									361.99
04/24/2025	328189	20	BROKEN ARROW LAWN & GARDEN	116575	SMALL ENGINE PARTS	1106000 560310		2025/10	19.77
Total For Check # 328189									19.77
04/24/2025	328192	297	C J MOLONEYS REST & PUB	04162025	LEADERSHIP LUNCH AND LEARN 4/16/25	1101700 560230		2025/10	624.00
Total For Check # 328192									624.00
04/24/2025	328197	37	CINTAS CORPORATION	5264572704	BLANKET PO FOR MEDICAL SUPPLIES	1106002 560230		2025/10	29.96
Total For Check # 328197									29.96
04/24/2025	328198	1391	CLEAN THE UNIFORM CO OKLAHOMA	52129509	52129509 04/11/2025	1106002 540330		2025/10	33.17
				52129503	52129503 4/11/2025	1101415 540310		2025/10	53.20

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				52129033	52129033 04/09/2025	1106002 540330		2025/10	26.19
				52129028	52129028 APRIL 9, 2025	1106005 540310		2025/10	10.15
				52129028	52129028 APRIL 9, 2025	1101700 540330		2025/10	7.84
				52127291	52127291 03/28/2025	1105310 540310		2025/10	141.73
				52127289	52127289 03/28/2025	1105300 540310		2025/10	137.86
				52127289	52127289 03/28/2025	1105310 540310		2025/10	15.93
				52127289	52127289 03/28/2025	1105300 540330		2025/10	2.55
				52128404	52128404 04/04/2025	1105310 540310		2025/10	141.73
				52128402	52128402 04/04/2025	1105300 540310		2025/10	137.86
				52128402	52128402 04/04/2025	1105310 540310		2025/10	15.93
				52128402	52128402 04/04/2025	1105300 540330		2025/10	2.55
				52130141	CEMETERY BIMONTHLY MAT&DUST MOP RENTALS	1106005 540330		2025/10	1.32
				52120051	NIENHUIS PARK - MATS DUST MOP TOWELS	1106002 540330		2025/10	26.19
				52121660	RAY HARRAL MAT	1106002 540330		2025/10	3.14
				52120554	CPCC MAT DUST MOP TOWEL	1106002 540330		2025/10	33.17
				52130615	NEIGHBORHOOD ENGAGEMENT UNIFORMS	1101415 540310		2025/10	53.20
						Total For Check # 328198			843.71
04/24/2025	328199	5323 COLUMN SOFTWARE PBC		9B37CAF5-0061	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	153.02
				9B37CAF5-0055	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	159.40
				9B37CAF5-0059	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	128.52
				9B37CAF5--0057	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	110.41
				9B37CAF5-0058	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	167.85
				9B37CAF5-0056	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	74.39
				9B37CAF5-0060	LEGAL PUBLICATIONS/NOTICES	1101410 550050		2025/10	115.07
						Total For Check # 328199			908.66
04/24/2025	328204	4794 DAIOHS FIRST CHOICE		TU-317436	TU-317436 04/15/2025	1101800 560230		2025/10	50.86

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				TU-317433	COFFEE FOR BREAKROOM	1101400 560230		2025/10	174.29
				TU-317433	COFFEE FOR BREAKROOM	1101501 560230		2025/10	61.90
					Total For Check # 328204				287.05
04/24/2025	328205	2449 DAVIS SUPPLY CO		0020107866-001	BLANKET PO FOR POOL SUPPLIES	1106002 560230		2025/10	649.50
					Total For Check # 328205				649.50
04/24/2025	328212	64 FEDERAL EXPRESS CORPORATION		8-826-55415	8-826-55415 APR 10, 2025 1119-1744-2	1101700 550390		2025/10	11.34
					Total For Check # 328212				11.34
04/24/2025	328229	1560 JOHNNIE PARKS		MAY 2025	CELL PHONE ALLOWANCE MAY 2025	1101700 550220		2025/10	80.00
					Total For Check # 328229				80.00
04/24/2025	328233	614 LIGHTING INC/BROKEN ARROW ELECTRIC		S3335444.001	BLANKET PO FOR MISC. LIGHTING	1106001 560180		2025/10	102.81
				S3335106.001	BLANKET PO FOR MISC. LIGHTING	1106001 560180		2025/10	225.21
					Total For Check # 328233				328.02
04/24/2025	328234	131 LOCKE SUPPLY COMPANY		55202696-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106005 560230		2025/10	15.66
				55219537-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 560180		2025/10	78.57
					Total For Check # 328234				94.23
04/24/2025	328236	537 MCAFEE & TAFT		780980	780980 4/03/2025	1101700 530080		2025/10	9,288.09
				780981	780981 4/03/2025	1101700 530080		2025/10	14,900.60
				780982	780982 04/03/2025	1101700 530080		2025/10	1,338.92
				780979	780979 04/03/2025	1101700 530080		2025/10	300.00
				780983	780983 04/03/2025	1101700 530080		2025/10	24,864.21
					Total For Check # 328236				50,691.82
04/24/2025	328241	25 NAPA AUTO PARTS		015025	FS20194	1105300 560200		2025/10	91.36

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				015025	600515	1105300 560200		2025/10	49.25
				015025	84032457001	1105300 560200		2025/10	18.12
				015025	400107	1105300 560200		2025/10	38.07
				015025	0343216010	1105300 560200		2025/10	199.06
				015025	15W40BULK	1105300 560210		2025/10	162.36
				015027	7669	1105310 560200		2025/10	24.20
				015027	4466	1105310 560200		2025/10	12.73
				015027	600066	1105310 560200		2025/10	77.55
				015027	2517298C1	1105310 560200		2025/10	104.89
				015027	2602211C1	1105310 560200		2025/10	58.39
				015027	15W40BULK	1105310 560210		2025/10	81.18
				015032	3668	1106000 560200		2025/10	17.84
				015032	550160	1106000 560200		2025/10	31.78
				015032	WP10160	1106000 560200		2025/10	32.79
				015032	15W40BULK	1106000 560210		2025/10	29.52
				015042	9599	1106000 560200		2025/10	21.30
				015042	9221	1106000 560200		2025/10	31.54
				015042	7076	1106000 560200		2025/10	7.01
				015048	GG4715QG	1105300 560200		2025/10	-88.00
				015048	GD4707QG	1105300 560200		2025/10	-124.00
				015053	6004ZZ	1106000 560200		2025/10	65.60
				015068	493914	1106005 560200		2025/10	133.61
				015069	1229966	1105300 560200		2025/10	303.90
				015069		1105300 560200		2025/10	27.36
				015072	7355811	1105300 560200		2025/10	88.67
				015072		1105300 560200		2025/10	11.37
				015087	494022	1105300 560200		2025/10	241.11
				015092	754P06774	1106000 560200		2025/10	136.27

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				015093	754P06774	1106000 560200		2025/10	136.27
				015099	F244465	1105300 560190		2025/10	1,153.98
				015099	205	1105300 560190		2025/10	53.34
				014923	46AWBULK	1105300 560210		2025/10	79.36
				014930	0565241	1105300 560190		2025/10	1,509.94
				014943	493050	1106005 560200		2025/10	128.06
				015121	8478AAA	1106000 560200		2025/10	129.51
				015121	8478AAA	1106000 560200		2025/10	18.00
				015129	7620	1105310 560200		2025/10	6.45
				015129	600255NP	1105310 560200		2025/10	37.34
				015129	600112	1105310 560200		2025/10	46.58
				015129	4579	1105310 560200		2025/10	6.97
				015129	6930	1105310 560200		2025/10	44.56
				015129	15W40BULK	1105310 560210		2025/10	44.28
				015132	1748XD	1105300 560200		2025/10	36.67
				015132	600564	1105300 560200		2025/10	31.00
				015132	PF46235	1105300 560200		2025/10	37.42
				015132	9082	1105300 560200		2025/10	13.44
				015132	500925	1105300 560200		2025/10	119.08
				015132	9520	1105300 560200		2025/10	43.95
				015132	15W40BULK	1105300 560210		2025/10	88.56
				015145	8494RAAA	1105300 560200		2025/10	129.51
				015145	8494RAAA	1105300 560200		2025/10	18.00
				015145	8494RAAA	1105300 560200		2025/10	-18.00
				015150	8494RAAA	1105310 560200		2025/10	129.51
				015150	8494RAAA	1105310 560200		2025/10	18.00
				015150	8494RAAA	1105310 560200		2025/10	-18.00
				015153	0522582	1105310 560190		2025/10	817.96

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				015155	600176	1106000 560200		2025/10	38.26
				015155	1252915	1106000 560200		2025/10	116.00
				015155	6671	1106000 560200		2025/10	24.85
				015155	6672	1106000 560200		2025/10	18.19
				015155	1334MP	1106000 560200		2025/10	3.94
				015155	1496	1106000 560200		2025/10	46.32
				015155	1456	1106000 560200		2025/10	38.84
				015155	15W40BULK	1106000 560210		2025/10	22.14
						Total For Check # 328241			7,035.11
04/24/2025	328242			015026	7701	1105310 560200		2025/10	14.54
				015026	1551	1105310 560200		2025/10	6.55
				015026	1269	1105310 560200		2025/10	7.08
				015026	ATFBULK	1105310 560210		2025/10	4.32
				015026	85W140BULK	1105310 560210		2025/10	5.63
				015028	103001890	1106000 560200		2025/10	5.00
				015028	104002300	1106000 560200		2025/10	5.42
				015028	14586240630	1106000 560200		2025/10	1.76
				015028	103001900	1106000 560200		2025/10	5.00
				015030	HDRTU1GAL	1105300 560210		2025/10	8.58
				015037	R536698	1106000 560200		2025/10	29.42
				015037	3668	1106000 560200		2025/10	-17.84
				015041	4194	1106000 560200		2025/10	1.59
				015056	A356000031	1106000 560200		2025/10	9.00
				015081	1372	1106000 560200		2025/10	4.15
				015081	9883	1106000 560200		2025/10	12.45
				015081	5W20BULK	1106000 560210		2025/10	23.66
				015088	7321217	1105300 560200		2025/10	4.60
				015090	TG7050	1106000 560200		2025/10	10.16

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				015095	NT2608	1105300 560200		2025/10	6.54
				015095	680808	1105300 560200		2025/10	5.28
				015100	3157N	1106000 560200		2025/10	0.54
				015104	7101112	1106005 560190		2025/10	4.83
				015113	493622	1106005 560200		2025/10	20.56
				015114	HDRTU1GAL	1105300 560200		2025/10	17.16
				015115	1042	1106000 560200		2025/10	4.15
				015115	5W30BULK	1106000 560210		2025/10	22.86
				015118	2413	1106000 560210		2025/10	5.44
				014921	75200	1105300 560210		2025/10	4.52
				014935	7151151	1105300 560230		2025/10	3.08
				014942	49005	1105300 560230		2025/10	24.72
				014942	9080XL	1105300 560230		2025/10	15.56
				015128	706616	1106000 560210		2025/10	2.89
				015151	1394	1106000 560200		2025/10	4.15
				015151	3011	1106000 560200		2025/10	2.07
				015151	6449	1106000 560200		2025/10	12.88
				015151	5W30BULK	1106000 560210		2025/10	7.62
				015156	9008N	1105310 560200		2025/10	9.34
				015160	PBR9	1106005 560200		2025/10	17.66
				015160	E876	1106005 560200		2025/10	14.44
				015165	H151	1106005 560200		2025/10	4.06
				015165	7051015	1106005 560200		2025/10	1.64
						Total For Check # 328242			353.06
04/24/2025	328247	98 OKLAHOMA NATURAL GAS CO		179333536 04142025	211107563 1793335 36 APR 14, 2025 8801 S FAWNWOOD	1106000 550240		2025/10	138.89
				110093891 04142025	210105844 1100938 91 APR 14, 2025 1800 S MAIN ST	1106001 550240		2025/10	209.76
				110382200 04182025	210109063 1103822 00 APR 18, 2025	1101200 550240		2025/10	200.66

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				179074682 04182025	2900 S ELM PL 210104103 1790746 82 ARP 18, 2025 2300 S 1ST PL	1105300 550240		2025/10	125.55
Total For Check # 328247									674.86
04/24/2025	328250	1703 PEYDAY REALTY LLC		MAY 2025	REAL PROPERTY RENTAL OR LEASE	1101700 540330		2025/10	4,216.67
Total For Check # 328250									4,216.67
04/24/2025	328258	602 SANDERS NURSERY		1107170	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	181.92
Total For Check # 328258									181.92
04/24/2025	328260	81 SHERWIN WILLIAMS CO		16217128780425	BLANKET PO FOR PAINT SUPPLIES	1106000 560180		2025/10	247.39
				17444119790425	BLANKET PO FOR PAINT SUPPLIES	1106001 560180		2025/10	11.03
Total For Check # 328260									258.42
04/24/2025	328262	2144 SITE ONE LANDSCAPE SUPPLY LLC		151728702-001	Hunter ACC2 Decoder controller	1106000 560180		2025/10	1,391.25
				151831878-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560230		2025/10	81.49
				151869821-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 560180		2025/10	3.15
				151936319-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560230		2025/10	26.59
				152045471-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 560180		2025/10	159.85
Total For Check # 328262									1,662.33
04/24/2025	328263	303 SMITH FARM & GARDEN CO		82407	BLANKET PO FOR MISC. PARTS	1106000 560230		2025/10	82.50
Total For Check # 328263									82.50
04/24/2025	328265	3928 SPORT SURFACE MANAGEMENT LLC		1835	CERTIFIED AYNTHETIC FILD TURF REPAIRS NIENHIS FIEL	1106000 540280		2025/10	400.00

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						Total For Check # 328265			400.00
04/24/2025	328266	1131	SPRING CREEK NURSERY	216098	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/9	750.00
				217114	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	322.00
				217407	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	381.00
				217650	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	579.50
				217512	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	517.50
				217680	BLANKET PO FOR NURSERY STOCK	1106003 560700		2025/10	315.00
						Total For Check # 328266			2,865.00
04/24/2025	328271	4478	TRANSCO SUPPLY COMPANY INC	1061098	Water for Streets Department-Tim Wilson	1105300 560230		2025/10	399.00
						Total For Check # 328271			399.00
04/24/2025	328273	1230	TULSA COUNTY ADMINISTRATIVE SVCS	10009100	10009100 05/14/2024	1101800 550360		2025/10	19.70
						Total For Check # 328273			19.70
04/24/2025	328274			10009101	10009101 05/14/2024	1101800 550360		2025/10	75.12
						Total For Check # 328274			75.12
04/24/2025	328275			10012328	10012328 02/11/2025	1106002 550360		2025/10	21.35
						Total For Check # 328275			21.35
04/24/2025	328276			10012329	10012329 02/11/2025	1106002 550360		2025/10	27.47
						Total For Check # 328276			27.47
04/24/2025	328277	3907	TULSA PUBLIC SCHOOLS TREASURY DEPARTMENT	35120	POOL RENTAL FOR LIFEGUARD CLASS	1106002 530110		2025/10	1,510.00
						Total For Check # 328277			1,510.00

City of Broken Arrow
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328279	949 TULSA WINNELSON COMPANY		606655 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 560180		2025/10	62.40
						Total For Check # 328279			62.40
04/24/2025	328284	39 VERMEER GREAT PLAINS, INC.		W11171	UNIT # 0856 - JEFF	1106003 540200		2025/10	1,302.59
						Total For Check # 328284			1,302.59
						Total For Fund 110			582,097.79
						Number of Invoices For Fund 110			1,086

**City of Broken Arrow
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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327715	4768	INHOUSE ADVERSTISING LLC	8372	Inhouse Advertising annual contract for advertisin	2271700 530870		2025/10	14,380.00
				8379	Inhouse Advertising annual contract for advertisin	2271700 530870		2025/10	147.16
Total For Check # 327715									14,527.16
04/10/2025	327847	3223	GORDON OUTDOOR ADVERTISING	42442	42442 04/01/2025	2271700 530870		2025/10	750.00
Total For Check # 327847									750.00
04/10/2025	327869	5131	KEVIN BEHE	12921	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13166	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	2.02
				13163	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.87
				13162	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13161	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13160	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13158	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	2.02
				13168	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13167	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	0.93
				13170	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13169	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13174	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	0.93
				13171	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.87
				13173	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.87

City of Broken Arrow
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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13172	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.87
				12802	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.87
				12798	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	0.93
				12805	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13021	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13001	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13048	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
						Total For Check # 327869			31.10
04/10/2025	327913	201 ROYAL PRINTING		66235	66235 04/03/2025	2271700 550360		2025/10	184.00
						Total For Check # 327913			184.00
04/17/2025	328007	2344 ARTSOK		20240114	20240114 04/08/2025	2271700 550100		2025/10	800.00
						Total For Check # 328007			800.00
04/17/2025	328015	2910 BROKEN ARROW CHAMBER OF COMMERCE		76333	76333 FEB 24, 2025	2271700 530110		2025/10	40.00
						Total For Check # 328015			40.00
04/17/2025	328059	5131 KEVIN BEHE		13216	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13213	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13214	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	2.02
				13212	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13215	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	2.02
				13211	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24

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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13210	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	2.49
				13208	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13207	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13206	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.24
				13187	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	0.93
				13220	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13218	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13219	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.56
				13217	CITY COUNCIL APPROVED 09/09/24	2271700 540070		2025/10	1.55
Total For Check # 328059									23.33
04/17/2025	328076	468 OKLAHOMA TOURISM & RECREATION	87-19213	87-19213	APRIL 10, 2025	2271700 530850		2025/10	149.58
Total For Check # 328076									149.58
04/24/2025	328182	4666 BLUEJAY PROPERTIES LLC	MAY 2025		REAL PROPERTY RENTAL OR LEASE	2271700 540330		2025/10	1,750.00
Total For Check # 328182									1,750.00
04/24/2025	328248	1133 OKLAHOMA SOCIETY OF ASSOC. EXECUTIV	5076	5076	04/14/2025	2271700 550100		2025/10	1,050.00
Total For Check # 328248									1,050.00
Total For Fund 227									19,305.17
Number of Invoices For Fund 227									45

City of Broken Arrow
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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327782	1335	911 CUSTOM	58976-8	Vehicle Equipment for New PD Vehicles	3303001 570020	2530180	2025/10	17,975.00
Total For Check # 327782									17,975.00
04/10/2025	327800	5126	ASCEND COMMERCIAL BUILDERS	PA 6 2217090	PW Field Office	3301700 570150	2217090	2025/10	205,776.31
Total For Check # 327800									205,776.31
04/10/2025	327820	4899	COMMERCIAL ROOF SOLUTIONS, INC.	PA 4 216002	Central Park Community Ctr Roof Replacement	3306000 570150	2160020	2025/10	7,315.00
				PA 5 216002	Central Park Community Ctr Roof Replacement	3306000 570150	2160020	2025/10	34,800.75
Total For Check # 327820									42,115.75
04/10/2025	327867	3984	KENDIG KEAST COLLABORATIVE	21130	Zoning Ordinance Update	3301405 570170	201402	2025/10	1,456.00
Total For Check # 327867									1,456.00
04/17/2025	328004	5202	ANYTIME ROOFING INC	PA 1 2417020	Old Fire Station #7 Roof Replacement	3301700 570150	2417020	2025/10	98,287.51
Total For Check # 328004									98,287.51
04/24/2025	328172	4935	AMAZON.COM SALES INC	173K-RCQR-31DM	New Brush items-amazon	3303501 570020	2535020	2025/10	101.99
Total For Check # 328172									101.99
04/24/2025	328181	4893	STEINLEIN GROUP LLC	179127	STIHL Products for Brush Truck	3303501 570020	2535020	2025/10	1,280.00
Total For Check # 328181									1,280.00
04/24/2025	328194	576	CDW GOVERNMENT	AD5R49Q	Ipad mounts state contract SW1020	3303501 570170	2535110	2025/10	2,564.20
Total For Check # 328194									2,564.20
04/24/2025	328206	634	DELL MARKETING L.P.	10809573000	REQ REVISION FOR UNAVAILABLE PRODUCT PREV. QUOTED	3301200 570170	2512040	2025/10	3,792.15
Total For Check # 328206									3,792.15

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Fund 330

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328217	831 GH2 ARCHITECTS, LLC	PA 12 201710	BA Iconic Gateway Park	3301700 570170	201710	2025/10	4,131.00
Total For Check # 328217								4,131.00
04/24/2025	328225	1976 IMS INFRASTRUCTURE MANAGEMENT SERV.	250331-45	IMS Agreement for P/N 2353130	3305300 570160	2353130	2025/10	4,001.34
Total For Check # 328225								4,001.34
04/24/2025	328230	4613 JOSEPH Z EATON	0110	Labor for Upfit on New PD Vehicles (Council)	3303001 570020	2530180	2025/10	3,650.00
Total For Check # 328230								3,650.00
04/24/2025	328269	1266 TIGER WINDOW TINTING	INV-1378	INV-1378 03/25/2025	3303001 570020	2530010	2025/10	124.20
Total For Check # 328269								124.20
Total For Fund 330								385,255.45
Number of Invoices For Fund 330								14

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Fund 332

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328266	1131	SPRING CREEK NURSERY	216097	BLANKET PO FOR NURSERY STOCK	3326000 570170	PKDONA	2025/9	160.00
				216436	BLANKET PO FOR NURSERY STOCK	3326000 570170	PKDONA	2025/9	95.00
Total For Check # 328266									255.00
Total For Fund 332									255.00
Number of Invoices For Fund 332									2

City of Broken Arrow
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Fund 333

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328150	5318	CHAD A. WILLIAMS	250321014	Replacing Privacy Fence for the Cemetery	3336005 [570150]	2533020	2025/10	8,526.00
Total For Check # 328150									8,526.00
Total For Fund 333									8,526.00
Number of Invoices For Fund 333									1

City of Broken Arrow
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Fund 334

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT	
04/11/2025	202688	826	LOWES	76678	BLANKET PO FOR MISC. ITEMS	3345300 570150	2152330	2025/10	44.13	
									Total For Check # 202688	44.13
									Total For Fund 334	44.13
									Number of Invoices For Fund 334	1

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Fund 335

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327937	1797	TRIAD SERVICE CO	26401998	CDBG REPAIR 413 N 14TH ST	3358023 570150	2417160	2025/10	230.00
						Total For Check # 327937			230.00
						Total For Fund 335			230.00
						Number of Invoices For Fund 335			1

City of Broken Arrow
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Fund 337

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328006	592 APPLIED CONCEPTS INC		455738	Lidars for Traffic Unit	3373001 560240	2530190	2025/10	5,000.00
						Total For Check # 328006			5,000.00
						Total For Fund 337			5,000.00
						Number of Invoices For Fund 337			1

City of Broken Arrow
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Fund 342

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	327998	149	AMERICAN ELECTRIC POWER/PSO	983-871-0-9 03312025	954-983-871-0-9 MAR 31, 2025 3101 E 101ST PL	3425300 550250		2025/10	22.99
				111-611-0-2 03312025	954-111-611-0-2 MAR 31, 2025 BROKEN ARROW	3425300 550250		2025/10	25,637.25
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1809 W BROADWAY ST	3425300 550250		2025/10	27.46
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1650 N KENWOOD DR	3425300 550250		2025/10	209.53
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 391 N 23RD ST	3425300 550250		2025/10	129.36
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1691 E KENOSHA ST	3425300 550250		2025/10	132.45
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 793 E KENOSHA ST UNIT	3425300 550250		2025/10	21.79
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1900 N ELM PL	3425300 550250		2025/10	225.35
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 100 W DETROIT ST	3425300 550250		2025/10	137.16
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1251 E HILLSIDE DR	3425300 550250		2025/10	390.14
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 8019 E GALVESTON PL	3425300 550250		2025/10	22.23
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 297 S MAIN ST	3425300 550250		2025/10	130.13
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 3500 E KENOSHA ST UNI	3425300 550250		2025/10	35.94
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 2197 S MAIN ST	3425300 550250		2025/10	43.86
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 149 E EL PASO ST	3425300 550250		2025/10	240.38
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 100 S ASPEN AVE	3425300 550250		2025/10	26.61
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1092 E LANSING ST	3425300 550250		2025/10	220.07
				789-381-1-9 03282025	956-789-381-9 MAR 28, 2025 999 N MAIN ST	3425300 550250		2025/10	25.14

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04/17/2025	327998			789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 8017 E GALVESTON ST	3425300 550250		2025/10	22.65
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 11792 E KENOSHA ST UN	3425300 550250		2025/10	188.86
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 699 S 77TH PL	3425300 550250		2025/10	22.65
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 790 E LANSING ST	3425300 550250		2025/10	148.96
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 204 S MAIN ST	3425300 550250		2025/10	300.64
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 199 N ELM PL	3425300 550250		2025/10	24.04
				789-381-1-9 03282025	956-789-381-1-9 MAR 28, 2025 1550 W ALBANY ST	3425300 550250		2025/10	211.99
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3599 S 23RD ST	3425300 550250		2025/10	58.95
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 98 S ELM PL	3425300 550250		2025/10	30.26
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3020 W NEW ORLEANS ST	3425300 550250		2025/10	26.51
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1498 W KENOSHA ST	3425300 550250		2025/10	28.83
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2103 W JASPER ST UNIT	3425300 550250		2025/10	11.32
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1691 N 9TH ST	3425300 550250		2025/10	46.02
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 296 S 9TH ST	3425300 550250		2025/10	59.47
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2815 W FLORENCE ST	3425300 550250		2025/10	17.88
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 5891 S ASPEN AVE	3425300 550250		2025/10	55.49
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 582 W FLORENCE ST	3425300 550250		2025/10	66.33
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2291 W FLORENCE ST	3425300 550250		2025/10	43.40

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04/17/2025	327998			452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1191 N 9TH ST	3425300 550250		2025/10	66.93
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 7880 E KENOSHA ST	3425300 550250		2025/10	64.69
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1808 N ELM PL UNIT TRF	3425300 550250		2025/10	11.17
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2150 W KENOSHA ST UNIT	3425300 550250		2025/10	45.27
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 698 N 9TH ST	3425300 550250		2025/10	61.01
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 998 N ELM PL	3425300 550250		2025/10	71.90
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1247 N 23RD ST	3425300 550250		2025/10	72.77
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 11100 S 129TH E AVE	3425300 550250		2025/10	43.20
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1498 N 9TH ST	3425300 550250		2025/10	99.13
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2010 N ELM PL	3425300 550250		2025/10	41.47
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3199 N 9TH ST	3425300 550250		2025/10	65.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2791 N ELM PL UNIT TRF	3425300 550250		2025/10	11.10
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 6191 S ASPEN AVE	3425300 550250		2025/10	37.66
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 413 W ALBANY ST UNIT T	3425300 550250		2025/10	77.14
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 699 W QUANAH PL UNIT	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2050 E KENOSHA ST UNIT	3425300 550250		2025/10	12.76
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 294 E NEW ORLEANS ST	3425300 550250		2025/10	66.10

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Fund 342

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	327998			452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 5594 S ASPEN AVE UNIT	3425300 550250		2025/10	49.09
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 211 W ALBANY ST	3425300 550250		2025/10	54.85
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1000 W ALBANY ST	3425300 550250		2025/10	77.23
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1850 S MAIN ST	3425300 550250		2025/10	17.05
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3790 E KENOSHA ST	3425300 550250		2025/10	11.32
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1090 N 23RD ST	3425300 550250		2025/10	74.99
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3503 E KENOSHA ST	3425300 550250		2025/10	55.87
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1606 W TUCSON ST	3425300 550250		2025/10	105.51
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 5590 S ASPEN AVE UNIT	3425300 550250		2025/10	45.99
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2190 W OMAHA ST	3425300 550250		2025/10	37.19
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	9.65
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2198 W ALBANY ST UNIT	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW UNIT TRF	3425300 550250		2025/10	14.86
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2705 N ASPEN AVE UNIT	3425300 550250		2025/10	11.03
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 701 1/4 S 9TH ST	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 7999 S HIGHWAY 51 UNIT	3425300 550250		2025/10	12.47
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 5151 E KENOSHA ST UNIT	3425300 550250		2025/10	22.36
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3602 W KENOSHA ST UNIT	3425300 550250		2025/10	16.46

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04/17/2025	327998			452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1700 S MAIN ST UNIT TR	3425300 550250		2025/10	11.40
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1801 S ELM PL UNIT TRF	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2200 E KENOSHA ST UNIT	3425300 550250		2025/10	9.37
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1602 S MAIN ST UNIT TR	3425300 550250		2025/10	13.86
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 24047 E 51 HWY UNIT TR	3425300 550250		2025/10	10.59
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2400 N 9TH ST UNIT TRF	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1390 E KENOSHA ST UNIT	3425300 550250		2025/10	11.83
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 582 W FLORENCE ST	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1902 S 9TH ST UNIT TRF	3425300 550250		2025/10	9.86
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2200 S ASPEN AVE	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 1000 1/4 E KENOSHA ST	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	16.46
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	11.47
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	9.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 2150 W KENOSHA ST	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	16.46
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 3599 S ASPEN AVE	3425300 550250		2025/10	15.30
				452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 24100 E 71ST ST S	3425300 550250		2025/10	11.32

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	327998			452-844-0-4 04012025	959-452-844-0-4 APR 1, 2025 BROKEN ARROW	3425300 550250		2025/10	15.30
						Total For Check # 327998			30,821.13
04/17/2025	328037	1231	AT&T MOBILITY LLC	287319339297X042025	287319339297X04082025	3425300 550540		2025/10	40.04
						Total For Check # 328037			40.04
04/24/2025	328252	91	PINKLEY SALES COMPANY	23349	Rebel strip w/optic assembly-Gary Harris	3425300 560230		2025/10	2,070.00
						Total For Check # 328252			2,070.00
						Total For Fund 342			32,931.17
						Number of Invoices For Fund 342			93

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327783	5216 918 WRECKER SERVICE INC.		25-271869	25-271869 04/02/2025	3435300 570150	ST24050	2025/10	60.00
Total For Check # 327783									60.00
04/10/2025	327799	4846 APAC-CENTRAL, INC.		7002192246	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/10	763.96
				7002224138	BLANKET PO FOR ASHPALT	3435300 570150	ST24030	2025/10	66,422.24
				7002208016	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/10	885.45
				7002214544	BLANKET PO FOR ASHPALT	3435300 570150	ST24050	2025/10	730.36
Total For Check # 327799									68,802.01
04/10/2025	327834	1275 ERGON ASPHALT & EMULSIONS INC		9403404995	BLANKET PO - OIL (CRS2)	3435300 570150	ST24030	2025/10	3,412.88
				9403406677	BLANKET PO - OIL (CRS2)	3435300 570150	ST24030	2025/10	2,885.28
Total For Check # 327834									6,298.16
04/10/2025	327845	1322 GEM DIRT, LLC		43897	43897 03/18/2025	3435300 570150	ST24050	2025/10	324.00
Total For Check # 327845									324.00
04/10/2025	327943	1496 TWIN CITIES READY MIX INC		299653	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/10	580.00
				299652	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/10	453.00
Total For Check # 327943									1,033.00
04/17/2025	327995	5216 918 WRECKER SERVICE INC.		25-272461	25-272461 04/07/2025	3435300 570150	ST24050	2025/10	65.00
				25-272446	25-272446 04/07/2025	3435300 570150	ST24050	2025/10	65.00
Total For Check # 327995									130.00
04/17/2025	328005	4846 APAC-CENTRAL, INC.		7002226759	BLANKET PO FOR ASHPALT	3435300 570150	ST25150	2025/10	3,360.95
				7002214565	BLANKET PO FOR ASHPALT	3435300 570150	ST24030	2025/10	44,096.91

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				7002218769	BLANKET PO FOR ASHPALT	3435300 570150	ST24030	2025/10	131,662.50
Total For Check # 328005									179,120.36
04/17/2025	328009	885 ATWOOD DISTRIBUTING LP		3470	BLANKET PO SAFETY SHOES & MISC ITEMS	3435300 570150	ST24050	2025/10	17.97
Total For Check # 328009									17.97
04/17/2025	328028	3018 CRAFCO INC		9403409917	9403409917 03/26/2025	3435300 570150	ST21310	2025/10	8,640.00
Total For Check # 328028									8,640.00
04/17/2025	328139	1496 TWIN CITIES READY MIX INC		301424	BLANKET PO FOR CONCRETE	3435300 570150	ST24030	2025/10	1,192.50
Total For Check # 328139									1,192.50
04/17/2025	328145	819 VANCE BROTHERS LLC		IP00034778	BLANKET PO FOR ROAD OIL SSI	3435300 570150	ST25150	2025/10	168.30
Total For Check # 328145									168.30
04/24/2025	328211	1275 ERGON ASPHALT & EMULSIONS INC		9403403057	BLANKET PO - OIL (CRS2)	3435300 570150	ST24030	2025/10	2,811.11
Total For Check # 328211									2,811.11
04/24/2025	328225	1976 IMS INFRASTRUCTURE MANAGEMENT SERV.		250331-45	IMS Agreement for P/N 2353130	3435300 570160	2353130	2025/10	5,998.66
Total For Check # 328225									5,998.66
04/24/2025	328281	1496 TWIN CITIES READY MIX INC		301787	BLANKET PO FOR CONCRETE	3435300 570150	ST24050	2025/10	556.50
Total For Check # 328281									556.50
Total For Fund 343									275,152.57
Number of Invoices For Fund 343									22

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04/10/2025	327710	2100	BRAD GERAS	PDR 02232025	PER DIEM-FEMA FIELD FORCE OPS-ANNISTON AL FEB23-2	3443001 550030		2025/10	40.80
Total For Check # 327710									40.80
04/10/2025	327711	2284	CASSANDRA BUHLER	PDR 04232025	PER DIEM-WIMG RETREAT- BROKEN BOW OK APR 23-25	3443001 550030		2025/10	20.40
Total For Check # 327711									20.40
04/10/2025	327718	1806	JOSH MATHEWS	PDR 02232025	PER DEIM-FEMA FIELD FORCE OPS-ANNISTON AL FEB23-28	3443001 550030		2025/10	40.80
Total For Check # 327718									40.80
04/10/2025	327720	5168	LANCE C. ARNOLD	PDR 04202025	PER DIEM-OMMS NEW CHIEFS TRAINING-OKC OK APR20-25	3443001 550030		2025/10	360.00
Total For Check # 327720									360.00
04/10/2025	327721	990	LISA SMITH	PDR 04232025	PER DIEM-WIMG RETREAT-BROKEN BOW OK APR 23-25	3443006 550030		2025/10	20.40
Total For Check # 327721									20.40
04/10/2025	327775	2894	RODNEY GARNER	PDR 04092025	PER DIEM-10TH ANNUAL CNOK CONF-MOORE,OK APR9, 2025	3443001 550030		2025/10	68.00
Total For Check # 327775									68.00
04/10/2025	327776	1380	STEPHEN GARRETT	PDR 04202025	PER DIEM-OMMS NEW CHIEFS TRAINING-OKC OK APR20-25	3443001 550030		2025/10	360.00
Total For Check # 327776									360.00
04/10/2025	327777	3116	TAYLOR JORDAN	PDR 02232025	PER DIEM-FEMA FIELD FORCE OPS-ANNISTON AL FEB23-28	3443001 550030		2025/10	40.80
Total For Check # 327777									40.80
04/10/2025	327778	2292	TIFFANY JESSIE KOCH	PDR 04232025	PER DIEM-WIMG RETREAT-BROKEN BOW OK APR 23-25	3443001 550030		2025/10	20.40
Total For Check # 327778									20.40
04/10/2025	327779	4014	TIFFANY YARBROUGH	PDR 02232025	PER DIEM-FEMA FIELD FORCE OPS-ANNISTON AL FEB23-28	3443001 550030		2025/10	40.80

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						Total For Check # 327779			40.80
04/10/2025	327782	1335 911 CUSTOM		58976-8	Vehicle Equipment for New PD Vehicles	3443001 570020	2530180	2025/10	4,172.30
						Total For Check # 327782			4,172.30
04/10/2025	327784	4196 K2K LLC		7836	7836 04/02/2025	3443009 530870		2025/10	1,197.00
						Total For Check # 327784			1,197.00
04/10/2025	327788	489 ADMIRAL EXPRESS LLC		2553282-0	New Officer Furniture for Chief Arnold	3443001 560240		2025/10	6,244.37
						Total For Check # 327788			6,244.37
04/10/2025	327789	149 AMERICAN ELECTRIC POWER/PSO		234-103-0-2 04012025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443001 550250		2025/10	15,279.95
				234-103-0-2 04012025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443009 550250		2025/10	1,591.96
						Total For Check # 327789			16,871.91
04/10/2025	327791	4935 AMAZON.COM SALES INC		1QN3-NVFG-HMTR	Polo for New Peer Support Team Member	3443001 560100		2025/10	16.98
						Total For Check # 327791			16.98
04/10/2025	327792			1WKW-6QK1-6DQ9	Items for Quiet Room	3443001 560230		2025/10	335.75
						Total For Check # 327792			335.75
04/10/2025	327805	18 BOUND TREE MEDICAL		85712803	Nitrile Gloves for CSI	3443001 560550		2025/10	156.02
						Total For Check # 327805			156.02
04/10/2025	327817	1391 CLEAN THE UNIFORM CO OKLAHOMA		52127923	Rugs for PSC and Training Center for FY25	3443009 540330		2025/10	3.92
				52121189	Rugs for PSC and Training Center for FY25	3443009 540330		2025/10	3.92
				52127925	Rugs for PSC and Training Center for FY25	3443001 540330		2025/10	4.71
				52127924	Rugs for PSC and Training Center for	3443001 540330		2025/10	4.71

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					FY25				
					Total For Check # 327817				17.26
04/10/2025	327833	3676 ENGINEERED EQUIPMENT INC		PTINV00049174	FILTERS FOR CITY BUILDINGS	3443001 560180		2025/10	929.63
					Total For Check # 327833				929.63
04/10/2025	327846	4963 GLASS WORKS INC.		39949	BLANKET PO FOR GLASS REPAIR	3443001 540290		2025/10	614.00
					Total For Check # 327846				614.00
04/10/2025	327855	4320 HILL'S PET NUTRITION SALES INC		252616409	Food for the animal shelter	3443009 560230		2025/10	299.60
					Total For Check # 327855				299.60
04/10/2025	327863	23 J D YOUNG COMPANY INC		126031	LEASE & USAGE CHARGE 03/25-04/25	3443001 540330		2025/10	384.45
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443006 540330		2025/10	94.06
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443008 540330		2025/10	87.60
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443009 540330		2025/10	87.60
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443010 540330		2025/10	208.24
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443001 540550		2025/10	468.26
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443006 540550		2025/10	34.29
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443008 540550		2025/10	0.94
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443009 540550		2025/10	2.49
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443010 540550		2025/10	98.90
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443001 560230		2025/10	10.66
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443006 560230		2025/10	2.61
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443008 560230		2025/10	5.33
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443009 560230		2025/10	2.61
				126031	LEASE & USAGE CHARGE 03/25-04/25	3443010 560230		2025/10	2.60
					Total For Check # 327863				1,490.64

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04/10/2025	327865	2133 JIM NORTON CHEVROLET	352279	Extra Key Fob for Unit 2310	3443001 540200		2025/10	379.17
Total For Check # 327865								379.17
04/10/2025	327869	5131 KEVIN BEHE	12921	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
			12921	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
			13166	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	5.22
			13166	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.33
			13163	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.82
			13163	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.31
			13162	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
			13162	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
			13161	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
			13161	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
			13160	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
			13160	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
			13158	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	5.22
			13158	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.33
			13168	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
			13168	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
			13167	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	2.41

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				13167	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.15
				13170	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
				13170	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13169	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.01
				13169	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13174	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	2.41
				13174	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.15
				13171	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.82
				13171	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.31
				13173	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.82
				13173	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.31
				13172	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.82
				13172	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.31
				12802	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.82
				12802	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.31
				12798	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	2.41
				12798	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.15
				12805	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21

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				12805	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13021	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.01
				13021	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13001	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13001	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13048	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13048	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
Total For Check # 327869									85.47
04/10/2025	327873	3876 KRISTI WITTLICH		MARCH 31 2025	Professional Services Veterinary Consult	3443009 530870		2025/10	641.00
				2025129	Professional Services Veterinary Consult	3443009 530870		2025/10	14.11
Total For Check # 327873									655.11
04/10/2025	327878	614 LIGHTING INC/BROKEN ARROW ELECTRIC		S3329993.001	BLANKET PO FOR MISC. LIGHTING	3443001 560180		2025/10	138.05
				S3330275.001	BLANKET PO FOR MISC. LIGHTING	3443001 560180		2025/10	19.72
Total For Check # 327878									157.77
04/10/2025	327880	2355 LOCKEDINRN		03312025	Inmate Care - Nurse Contract 3/31-4/4/2025	3443008 530870		2025/10	307.08
Total For Check # 327880									307.08
04/10/2025	327881	279 LYNN PEAVEY CO		416385	Items Needed for PD CSI	3443001 560550		2025/10	268.55
Total For Check # 327881									268.55
04/10/2025	327889	25 NAPA AUTO PARTS		014343	6022955	3443001 560200		2025/10	104.64
				014615	1BP00744AA	3443001 560200		2025/10	186.67

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				014618	7060	3443001 560200		2025/10	4.15
				014618	4017	3443001 560200		2025/10	7.85
				014618	9756	3443001 560200		2025/10	14.53
				014618	20811	3443001 560210		2025/10	23.61
				014618	115	3443001 560210		2025/10	14.44
				014618	5W20BULK	3443001 560210		2025/10	23.66
				014619	8494RAAA	3443001 560200		2025/10	129.51
				014619	8494RAAA	3443001 560200		2025/10	18.00
				014619	8494RAAA	3443001 560200		2025/10	-18.00
				014621	9849	3443001 560200		2025/10	195.24
				014621	9849	3443001 560200		2025/10	18.00
				014621	8494RAAA	3443001 560200		2025/10	-129.51
				014621	8494RAAA	3443001 560200		2025/10	-18.00
				014621	8494RAAA	3443001 560200		2025/10	18.00
				014638	FT880982	3443001 560200		2025/10	198.94
				014638	FT880983	3443001 560200		2025/10	125.88
				014638	FT8825	3443001 560200		2025/10	56.16
				014638	FT8855	3443001 560200		2025/10	57.24
				014639	GB5Z6038A	3443001 560200		2025/10	123.86
				014576	ACPZ1012B	3443001 560190		2025/10	48.96
				014576	8L3Z2V001D	3443001 560200		2025/10	88.88
				014579	TOYO364480	3443001 560190		2025/10	984.00
				014582	9L3Z1A189A	3443001 560200		2025/10	298.68
				014666	7060	3443001 560200		2025/10	4.15
				014666	6573	3443001 560200		2025/10	12.45
				014666	60221B	3443001 560200		2025/10	19.96
				014666	20811	3443001 560210		2025/10	23.61
				014666	115	3443001 560210		2025/10	14.44

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				014666	5W30BULK	3443001 560210		2025/10	22.86
				014669	7578	3443001 560200		2025/10	116.39
				014669	7578	3443001 560200		2025/10	18.00
				014669	7578	3443001 560200		2025/10	-18.00
				014671	100010	3443001 560200		2025/10	4.15
				014671	4017	3443001 560200		2025/10	7.85
				014671	9756	3443001 560200		2025/10	14.53
				014671	20811	3443001 560210		2025/10	23.61
				014671	115	3443001 560210		2025/10	14.44
				014671	0W20BULK	3443001 560210		2025/10	21.48
				014682	FB5Z6038B	3443001 560200		2025/10	118.43
				014489	TLIR	3443001 560200		2025/10	143.88
				014698	100255	3443001 560200		2025/10	4.15
				014698	60241B	3443001 560200		2025/10	10.72
				014698	60191B	3443001 560200		2025/10	8.84
				014698	20811	3443001 560210		2025/10	23.61
				014698	115	3443001 560210		2025/10	14.44
				014698	5W30BULK	3443001 560210		2025/10	22.86
				014703	BR930809	3443001 560200		2025/10	150.39
				014705	8465AAA	3443001 560200		2025/10	129.51
				014705	8465AAA	3443001 560200		2025/10	18.00
				014706	100255	3443001 560200		2025/10	4.15
				014706	230192	3443001 560200		2025/10	12.20
				014706	200039	3443001 560200		2025/10	13.50
				014706	20811	3443001 560210		2025/10	23.61
				014706	115	3443001 560210		2025/10	14.44
				014706	5W30BULK	3443001 560210		2025/10	22.86
				014716	7502	3443001 560200		2025/10	4.15

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				014716	4068	3443001 560200		2025/10	5.22
				014716	6935	3443001 560200		2025/10	9.34
				014716	20811	3443001 560210		2025/10	23.61
				014716	115	3443001 560210		2025/10	14.44
				014716	103008	3443001 560210		2025/10	42.84
Total For Check # 327889									3,710.50
04/10/2025	327890			014326	860	3443001 560200		2025/10	10.94
				014326	ACT1629A	3443001 560200		2025/10	66.81
				014614	AA5Z19E616A	3443001 560200		2025/10	26.02
				014624	230266	3443001 560200		2025/10	10.44
				014624	7502	3443001 560200		2025/10	4.15
				014624	20811	3443001 560210		2025/10	23.61
				014624	115	3443001 560210		2025/10	14.44
				014624	5W20BULK	3443001 560210		2025/10	27.04
				014640	AU5Z9C915E	3443001 560200		2025/10	51.71
				014649	7060	3443001 560200		2025/10	4.15
				014649	115	3443001 560210		2025/10	14.44
				014649	5W20BULK	3443001 560210		2025/10	23.66
				014650	20811	3443001 560210		2025/10	23.61
				014660	7502	3443001 560200		2025/10	4.15
				014660	20811	3443001 560210		2025/10	23.61
				014660	115	3443001 560210		2025/10	14.44
				014660	5W20BULK	3443001 560210		2025/10	20.28
				014677	7502	3443001 560200		2025/10	4.15
				014677	4068	3443001 560200		2025/10	5.22
				014677	6935	3443001 560200		2025/10	9.34
				014677	20811	3443001 560210		2025/10	23.61
				014677	115	3443001 560210		2025/10	14.44

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				014677	5W20BULK	3443001 560210		2025/10	20.28
				014458	860	3443001 560200		2025/10	10.94
				014458	FT8472	3443001 560200		2025/10	63.36
				014458	2413	3443001 560230		2025/10	2.72
				014481	ML2	3443001 560230		2025/10	23.39
				014486	7060	3443001 560200		2025/10	4.15
				014486	75530	3443001 560210		2025/10	5.01
				014486	102989	3443001 560210		2025/10	14.98
				014700	7502	3443001 560200		2025/10	4.15
				014700	4068	3443001 560200		2025/10	5.22
				014700	6935	3443001 560200		2025/10	9.34
				014700	20811	3443001 560210		2025/10	23.61
				014700	115	3443001 560210		2025/10	14.44
				014700	5W20BULK	3443001 560210		2025/10	20.28
				014707	1372	3443001 560200		2025/10	4.15
				014707	9883	3443001 560200		2025/10	12.45
				014707	20811	3443001 560210		2025/10	23.61
				014707	115	3443001 560210		2025/10	14.44
				014707	5W20BULK	3443001 560210		2025/10	23.66
				014720	F2GZ1A189A	3443001 560200		2025/10	74.33
				014783	60221B	3443001 560200		2025/10	19.96
						Total For Check # 327890			814.73
04/10/2025	327891			014622	9849	3443001 560200		2025/10	-18.00
				014575	2413	3443001 560230		2025/10	2.72
				014663	2413	3443001 560230		2025/10	5.44
				014672	9832	3443001 560210		2025/10	4.62
				014681	6011G	3443001 560200		2025/10	8.00
				014465	82190	3443001 560230		2025/10	1.94

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				014465	50132	3443001 560230		2025/10	5.72
				014473	RTU1DEX	3443001 560210		2025/10	9.30
				014487	2413	3443001 560230		2025/10	2.72
				014723	AS657	3443001 560210		2025/10	3.91
				014729	8465AAA	3443001 560200		2025/10	-18.00
						Total For Check # 327891			8.37
04/10/2025	327904	4642	PROPIO LS, LLC	0303630325	0303630325 03/31/2025	3443006 530870		2025/10	132.72
				0303630225	0303630225 02/28/2025	3443006 530870		2025/10	195.31
						Total For Check # 327904			328.03
04/10/2025	327915	4271	SAFEWARE INC	30280569	SOT Med Supplies	3443001 560230		2025/10	1,087.50
				30280560	SOT Med Supplies	3443001 560230		2025/10	1,130.40
						Total For Check # 327915			2,217.90
04/10/2025	327919	81	SHERWIN WILLIAMS CO	86945163730325	BLANKET PO FOR PAINT SUPPLIES	3443001 560180		2025/10	185.70
						Total For Check # 327919			185.70
04/10/2025	327921	1586	SIGN SOLUTIONS	5488	5488 04/03/2025	3443001 540200		2025/10	140.00
						Total For Check # 327921			140.00
04/10/2025	327925	925	SOUTH EAST AUTO TRIM INC.	61343	Seat Cushion Replacement Unit 1644	3443001 540200		2025/10	897.68
						Total For Check # 327925			897.68
04/10/2025	327928	4917	FIRST RESPONDER OUTFITTERS, INC	179153-1	New Badge for Chief Arnold	3443001 560100		2025/10	168.59
				174102-1	Academy Class 2024-01 Uniform Gear	3443001 560100		2025/10	213.99
				172174-1	Academy Class 2024-01 Class B Uniforms	3443001 560100		2025/10	242.60
				171886-1	Academy Class 2024-01 Classroom Uniforms	3443001 560100		2025/10	168.00

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				174836-1	174836-1 12/10/2024	3443001 560100		2025/10	168.00
						Total For Check # 327928			961.18
04/10/2025	327931	3871	SUMMIT FIRE & SECURITY LLC	3147834	3147834 04/02/2025	3443001 540070		2025/10	233.00
						Total For Check # 327931			233.00
04/10/2025	327932	5285	SUPER KLEAN CAR WASH OKLAHOMA	03122025	Car Washes invoiced once per month to be paid agai	3443001 540200		2025/10	175.00
						Total For Check # 327932			175.00
04/10/2025	327934	4133	TIER LEVEL LLC	22101421	CLOTHING: ATHLETIC, CASUAL, DRESS, UNIFORM, WEATHE	3443006 560100		2025/10	1,286.54
						Total For Check # 327934			1,286.54
04/10/2025	327947	4365	UNICARE BUILDING MAINTENANCE INC	COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	3443001 540070		2025/10	743.71
				COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	3443008 540070		2025/10	217.14
				COBA2503001-T1	CITY COUNCIL APPROVED 06/17/24	3443009 540070		2025/10	54.27
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	3443001 540070		2025/10	1,702.58
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	3443008 540070		2025/10	497.11
				COBA2503002	CITY COUNCIL APPROVED 06/17/24	3443009 540070		2025/10	124.25
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	3443001 540070		2025/10	5,774.64
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	3443008 540070		2025/10	1,686.05
				COBA2503001	CITY COUNCIL APPROVED 06/17/24	3443009 540070		2025/10	421.41
						Total For Check # 327947			11,221.16
04/10/2025	327951	1169	VERIZON	6109085742	6109085742 521088636-00001 4/13/25 918-340-4625	3443001 550540		2025/10	40.01
				6109085742	6109085742 521088636-00001 4/13/25	3443001 550540		2025/10	40.01

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				6109085742	918-894-0846 6109085742 521088636-00001 4/13/25 918-891-1579	3443001 550540		2025/10	45.02
Total For Check # 327951									125.04
04/10/2025	327953	5258	VERSATERM PUBLIC SAFETY US INC	INV41-00508	INV41-00508 03/31/2025	3443001 540550		2025/10	15,200.00
Total For Check # 327953									15,200.00
04/10/2025	327956	24	WEST THOMSON REUTERS	851728100	Contract Renewal for Year 2 of PD CLEAR Service	3443001 540550		2025/10	1,679.50
Total For Check # 327956									1,679.50
04/10/2025	327958	1095	WINDSTREAM HOLDINGS II LLC	100642705 03262025	100642705 MARCH 26, 2025 035-900- 0414	3443001 550220		2025/10	304.45
				100738909 04032025	FY25 ANNUAL AGREEMENT	3443001 550220		2025/10	345.84
Total For Check # 327958									650.29
04/11/2025	202688	826	LOWES	414804313	BLANKET PO FOR MISC. ITEMS	3443001 560230		2025/10	27.00
Total For Check # 202688									27.00
04/17/2025	327967	856	AMERICAN FIDELITY ASSURANCE CO.	157079	Payroll Run 1 - Warrant 250328	344 218420		2025/9	200.28
				157079	Payroll Run 1 - Warrant 250328	344 218430		2025/9	180.50
Total For Check # 327967									380.78
04/17/2025	327968	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	157084	Payroll Run 1 - Warrant 250328	344 218590		2025/9	1,419.94
Total For Check # 327968									1,419.94
04/17/2025	327969	1319	COMMUNITY CARE EAP	157081	Payroll Run 1 - Warrant 250328	344 218560		2025/9	208.84
Total For Check # 327969									208.84
04/17/2025	327971	1550	GENESIS HEALTH CLUBS	157082	Payroll Run 1 - Warrant 250328	344 218150		2025/9	639.30

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						Total For Check # 327971			639.30
04/17/2025	327974	1505	KARIN WITTE	PDR 04252025	PER DIEM- CS ENGAGE CONF- KISSIMMEE FL APR25-MAY2	3443010 550030		2025/10	306.00
						Total For Check # 327974			306.00
04/17/2025	327975	5168	LANCE C. ARNOLD	PDR 04272025	PER DIEM- 2025 BENCHMARK CITIES SUMMIT- APR 27-29	3443001 550030		2025/10	80.00
						Total For Check # 327975			80.00
04/17/2025	327976	159	PRE-PAID LEGAL SERVICES, INC.	157078	Payroll Run 1 - Warrant 250328	344 218100		2025/9	942.88
						Total For Check # 327976			942.88
04/17/2025	327978	4905	METROPOLITAN LIFE INSURANCE COMPANY	157086	Payroll Run 1 - Warrant 250328	344 218340		2025/9	1,005.32
				157086	Payroll Run 1 - Warrant 250328	344 218480		2025/9	3,526.14
				157086	Payroll Run 1 - Warrant 250328	344 218590		2025/9	771.27
						Total For Check # 327978			5,302.73
04/17/2025	327981	5351	OLIVIA RUSSELL	PDR 04212025	PER DIEM-EVAWI CONF-ANAHEIM CA APR21-24 2025	3443001 550030		2025/10	215.00
						Total For Check # 327981			215.00
04/17/2025	327987	5111	RYAN NOSSAMAN	PDR 04272025	PER DIEM-2025 BENCHMARK CITIES SUMMIT- APR 27-29	3443001 550030		2025/10	80.00
						Total For Check # 327987			80.00
04/17/2025	327989	1987	SURENCY LIFE & HEALTH INS. CO.	157083	Payroll Run 1 - Warrant 250328	344 218460		2025/9	286.00
						Total For Check # 327989			286.00
04/17/2025	327990	675	TANYA DAUER	PDR 04252025	PER DIEM- CS ENGAGE CONF- KISSIMMEE FL APR25-MAY2	3443010 550030		2025/10	306.00
						Total For Check # 327990			306.00
04/17/2025	327991	1540	THOMAS A HOFFMANN PH.D.	202501	202501 01/03/2025 CLEET MMPI-3	3443001 530870		2025/10	140.00

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					LANCE ARNOLD					
					Total For Check # 327991					140.00
04/17/2025	327993	1169	VERIZON	9022393897	9022393897 03/27/2025	3443001 530870		2025/10	75.00	
					Total For Check # 327993					75.00
04/17/2025	327994	4533	WILLIAM KEITH COOK	PDR 04262025	PER DIEM- CS ENGAGE CONF- KISSIMMEE FL APR 26 MAY1	3443001 550030		2025/10	272.00	
					Total For Check # 327994					272.00
04/17/2025	327997	489	ADMIRAL EXPRESS LLC	205789-S	205789-S FEB 2025	3443010 560030		2025/10	25.99	
					Total For Check # 327997					25.99
04/17/2025	327999	4935	AMAZON.COM SALES INC	1GX6-41GD-7N69	Dog Bed for Police K-9 Thor	3443001 560470		2025/10	42.73	
				1WN3-R67V-6WT9	ITEM: HP 05X Black High-yield Toner Cartridge W	3443001 560030		2025/10	168.11	
				1WGH-VFLW-6PGC	ITEM: DJI Mic Mini (2 TX + 1 RX + Charging Case),	3443001 560240		2025/10	169.00	
					Total For Check # 327999					379.84
04/17/2025	328002	4904	AMERITAS LIFE INSURANCE CORP.	157085	Payroll Run 1 - Warrant 250328	344 218240		2025/9	3,671.46	
					Total For Check # 328002					3,671.46
04/17/2025	328006	592	APPLIED CONCEPTS INC	455738	Lidars for Traffic Unit	3443001 560240		2025/10	14,915.00	
					Total For Check # 328006					14,915.00
04/17/2025	328008	73	AT&T	918147-0070 04012025	91814700704269 04/01/2025	3443006 550220		2025/10	1,830.40	
					Total For Check # 328008					1,830.40
04/17/2025	328017	204	BROKEN ARROW PUBLIC SCHOOLS	2025-099-038	2025-099-038 04/04/2025	3443001 550100		2025/10	3,555.55	
					Total For Check # 328017					3,555.55

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04/17/2025	328022	37 CINTAS CORPORATION	5263868008	First Aid Replenishments for FY2025	3443008 560230		2025/10	120.52
Total For Check # 328022								120.52
04/17/2025	328023	996 CITY OF BROKEN ARROW	157080	Payroll Run 1 - Warrant 250328	344 218180		2025/9	716.65
			157080	Payroll Run 1 - Warrant 250328	344 218360		2025/9	5,498.11
Total For Check # 328023								6,214.76
04/17/2025	328026	4896 WA BUTLR COMPANY	DJ85088	Medical Supplies & Medicine for the Animal Shelter	3443009 560230		2025/10	599.96
Total For Check # 328026								599.96
04/17/2025	328037	1231 AT&T MOBILITY LLC	287319339297X042025	287319339297X04082025	3443001 550220		2025/10	40.04
			287319339297X042025	287319339297X04082025	3443001 550540		2025/10	2,449.59
Total For Check # 328037								2,489.63
04/17/2025	328038		287319128175X042025	287319128175X04082025	3443001 550220		2025/10	1,756.22
			287319128175X042025	287319128175X04082025	3443009 550220		2025/10	18.66
			287319128175X042025	287319128175X04082025	3443001 550540		2025/10	7,367.96
			287319128175X042025	287319128175X04082025	3443006 550540		2025/10	24.74
			287319128175X042025	287319128175X04082025	3443009 550540		2025/10	240.24
Total For Check # 328038								9,407.82
04/17/2025	328045	2594 GOOD SHEPHERD VETERINARY HOSPITAL	675258	675258 DEC 27, 2024	3443001 530870		2025/10	60.00
			678726	678726 JAN 28, 2025	3443001 530870		2025/10	163.00
			678749	678749 JAN 28, 2025	3443001 530870		2025/10	50.00
			681086	681086 FEB 20, 2025	3443001 530870		2025/10	36.80

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				668707	668707 OCT 29, 2024	3443001 530870		2025/10	208.99
				670322	670322 NOV 12, 2024	3443001 530870		2025/10	208.99
				674262	674262 DEC 17, 2024	3443001 530870		2025/10	166.80
				674543	674543 DEC 20, 2024	3443001 530870		2025/10	508.42
				675774	675774 DEC 31, 2024	3443001 530870		2025/10	147.20
				676030	676030 JAN 3, 2025	3443001 530870		2025/10	137.50
						Total For Check # 328045			1,687.70
04/17/2025	328053	115 INCOG		226912	226912 03/31/2025	3443006 540550		2025/10	2,392.50
						Total For Check # 328053			2,392.50
04/17/2025	328054	4736 DUSTIN MANLY		10000464	10000464 04/08/2025	3443008 540070		2025/10	350.00
				10000472	10000472 APRIL 10, 2025	3443001 540070		2025/10	873.00
						Total For Check # 328054			1,223.00
04/17/2025	328059	5131 KEVIN BEHE		13216	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
				13216	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13213	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.01
				13213	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13214	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	5.22
				13214	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.33
				13212	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13212	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13215	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	5.22
				13215	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.33

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				13211	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13211	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13210	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	6.42
				13210	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.41
				13208	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13208	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13207	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
				13207	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13206	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	3.21
				13206	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.21
				13187	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	2.41
				13187	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.15
				13220	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
				13220	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13218	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02
				13218	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13219	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.01
				13219	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
				13217	CITY COUNCIL APPROVED 09/09/24	3443001 540070		2025/10	4.02

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				13217	CITY COUNCIL APPROVED 09/09/24	3443009 540070		2025/10	0.26
Total For Check # 328059									64.11
04/17/2025	328062	152 LIBERTY FLAGS		116598	American Flag replacement for the Training Center	3443001 560230		2025/10	66.00
Total For Check # 328062									66.00
04/17/2025	328064	614 LIGHTING INC/BROKEN ARROW ELECTRIC		S3331993.001	BLANKET PO FOR MISC. LIGHTING	3443001 560180		2025/10	80.93
				S3332939.001	BLANKET PO FOR MISC. LIGHTING	3443001 560180		2025/10	187.10
Total For Check # 328064									268.03
04/17/2025	328065	131 LOCKE SUPPLY COMPANY		55193771-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3443008 560180		2025/10	37.50
				55208085-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3443001 560180		2025/10	81.49
Total For Check # 328065									118.99
04/17/2025	328066	2355 LOCKEDINRN		04072025	Inmate Care - Nurse Contract 04/07-10/2025	3443008 530870		2025/10	307.08
Total For Check # 328066									307.08
04/17/2025	328069	4777 MWI VETERINARY SUPPLY CO		60418050	Medical Supplies & Medicine for the Animal Shelter	3443009 560230		2025/10	346.00
Total For Check # 328069									346.00
04/17/2025	328070	25 NAPA AUTO PARTS		014829	F000702	3443001 560190		2025/10	148.60
				014840	6022864	3443001 560200		2025/10	76.43
				014842	GB5Z5K484A	3443001 560200		2025/10	59.48
				014842	GB5Z5K483A	3443001 560200		2025/10	66.74
				014844	7045	3443001 560200		2025/10	4.15
				014844	4211	3443001 560200		2025/10	13.95
				014844	200718	3443001 560200		2025/10	16.61

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	014844			014844	20811	3443001 560210		2025/10	23.61
	014844			014844	115	3443001 560210		2025/10	14.44
	014844			014844	5W30BULK	3443001 560210		2025/10	22.86
	014879			014879	100290	3443001 560200		2025/10	4.15
	014879			014879	4211	3443001 560200		2025/10	13.95
	014879			014879	200560	3443001 560200		2025/10	20.75
	014879			014879	20811	3443001 560210		2025/10	23.61
	014879			014879	115	3443001 560210		2025/10	14.44
	014879			014879	112628	3443001 560210		2025/10	35.70
	014879			014879	120760	3443001 560210		2025/10	34.99
	014882			014882	F012114	3443001 560190		2025/10	136.43
	014886			014886	CTXMS40186	3443001 560200		2025/10	128.88
	014886			014886	CTXMS40185	3443001 560200		2025/10	128.88
	014896			014896	7502	3443001 560200		2025/10	8.30
	014896			014896	230266	3443001 560200		2025/10	10.44
	014896			014896	9883	3443001 560200		2025/10	12.45
	014896			014896	20811	3443001 560210		2025/10	23.61
	014896			014896	115	3443001 560210		2025/10	14.44
	014896			014896	5W30BULK	3443001 560210		2025/10	30.48
	014904			014904	7151	3443001 560200		2025/10	14.72
	014904			014904	300458	3443001 560200		2025/10	45.66
	014904			014904	230266	3443001 560200		2025/10	10.44
	014904			014904	200679	3443001 560200		2025/10	41.53
	014904			014904	15W40BULK	3443001 560210		2025/10	46.67
	014904			014904	789DEF	3443001 560210		2025/10	11.11
	014904			014904	2413	3443001 560230		2025/10	2.72
	014908			014908	ODPAGM49H8L5	3443001 560200		2025/10	268.18
	014908			014908	ODPAGM49H8L5	3443001 560200		2025/10	18.00

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				014910	9849	3443001 560200		2025/10	195.24
				014910	9849	3443001 560200		2025/10	18.00
				014910	9849	3443001 560200		2025/10	-18.00
				014910	ODPAGM49H8L5	3443001 560200		2025/10	-268.18
				014910	ODPAGM49H8L5	3443001 560200		2025/10	-18.00
				014911	GB5Z5K483A	3443001 560200		2025/10	66.74
				014911	GB5Z5K484A	3443001 560200		2025/10	59.48
				14506	ODPAGM49H8L5	3443001 560200		2025/10	268.18
				14506	ODPAGM49H8L5	3443001 560200		2025/10	18.00
				14749	F008921	3443001 560190		2025/10	178.02
Total For Check # 328070									2,046.88
04/17/2025	328071			014838	7502	3443001 560200		2025/10	4.15
				014838	20811	3443001 560210		2025/10	23.61
				014838	115	3443001 560210		2025/10	14.44
				014838	5W20BULK	3443001 560210		2025/10	20.28
				014853	H11NVLED2	3443009 560200		2025/10	69.94
				014872	EC264	3443001 560200		2025/10	15.17
				14496	7060	3443001 560200		2025/10	4.15
				14496	2488	3443001 560200		2025/10	13.50
				14496	20811	3443001 560210		2025/10	23.61
				14496	115	3443001 560210		2025/10	14.44
				14496	5W30BULK	3443001 560210		2025/10	3.81
				14518	ODPAGM49H8L5	3443001 560200		2025/10	-18.00
				14736	7060	3443001 560200		2025/10	4.15
				14736	20811	3443001 560210		2025/10	23.61
				14736	115	3443001 560210		2025/10	14.44
				14736	5W20BULK	3443001 560210		2025/10	23.66
				14752	7060	3443001 560200		2025/10	4.15

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				14752	20811	3443001 560210		2025/10	23.61
				14752	115	3443001 560210		2025/10	14.44
				14752	5W20BULK	3443001 560210		2025/10	23.66
				14761	7502	3443001 560200		2025/10	4.15
				14761	20811	3443001 560210		2025/10	23.61
				14761	115	3443001 560210		2025/10	14.44
				14761	5W20BULK	3443001 560210		2025/10	23.66
				14963	7502	3443001 560200		2025/10	4.15
				14963	20811	3443001 560210		2025/10	23.61
				14963	115	3443001 560210		2025/10	14.44
				14963	5W20BULK	3443001 560210		2025/10	20.28
				14964	7502	3443001 560200		2025/10	4.15
				14964	20811	3443001 560210		2025/10	23.61
				14964	115	3443001 560210		2025/10	14.44
				14964	5W20BULK	3443001 560210		2025/10	20.28
						Total For Check # 328071			511.64
04/17/2025	328078	96 OTA PIKEPASS CENTER		20250200469	20250200469 PIKEPASS	3443001 550030		2025/10	92.59
						Total For Check # 328078			92.59
04/17/2025	328079			20250300477	20250300477 PIKEPASS	3443001 550030		2025/10	89.36
						Total For Check # 328079			89.36
04/17/2025	328097	171 ROBINSON GLASS INC		3-114167	REPLACE BROKEN WINDOW IN HOLDING POD A	3443008 540070		2025/10	1,186.00
						Total For Check # 328097			1,186.00
04/17/2025	328103	2976 SELECT ADVANTAGE		10349363	10349363 04/01/2025	3443006 530110		2025/10	25.00
						Total For Check # 328103			25.00
04/17/2025	328104	335 SERVICE OKLAHOMA		L0958971992	L0958971992 APRIL 11, 2025	3443001 560230		2025/10	33.50

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				L0958971992	L0958971992 APRIL 11, 2025	3443001 560230		2025/10	33.50
						Total For Check # 328104			67.00
04/17/2025	328110	4917	FIRST RESPONDER OUTFITTERS, INC	177095-1	Promotional Badges for Sherman and Cook	3443001 560100		2025/10	311.50
				179210-1	Replacement BPV's for Officers	3443001 560110		2025/10	17,913.50
						Total For Check # 328110			18,225.00
04/17/2025	328113	4045	STEPHANIE BRADLEY	226	Professional Services by Dr. Bradley DVM	3443009 530870		2025/10	700.00
						Total For Check # 328113			700.00
04/17/2025	328114	5285	SUPER KLEAN CAR WASH OKLAHOMA	04042025	Car Washes invoiced once per month to be paid agai	3443001 540200		2025/10	840.00
						Total For Check # 328114			840.00
04/17/2025	328115	5156	THE ARTCRAFT GROUP, INC.	733059	Plastic Badges for PRU	3443001 550280		2025/10	2,465.78
						Total For Check # 328115			2,465.78
04/17/2025	328119	1104	TIGER, INC.	0325177160	0325177160 04/10/2025	3443001 550240		2025/10	245.44
				0325177145	0325177145 MARCH 2025 4205 E OMAHA ST	3443001 550240		2025/10	130.39
						Total For Check # 328119			375.83
04/17/2025	328120	1089	TRANE COMPANY	315303618	315303618 04/03/2025	3443001 540070		2025/10	480.00
						Total For Check # 328120			480.00
04/17/2025	328123	3598	TRITECH SOFTWARE SYSTEMS	433749	POLICE, CORRECTIONAL FACILITY AND SECURITY ACCESS	3443006 540550		2025/10	2,340.00
						Total For Check # 328123			2,340.00
04/17/2025	328134	3877	OLEN MASINGALE	2025-0092	Contracted Lawn Mowing Service for City Facilities	3443001 540070		2025/10	2,500.00
						Total For Check # 328134			2,500.00

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04/17/2025	328137	949	TULSA WINNELSON COMPANY	605020 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443001 560180		2025/10	58.14
						Total For Check # 328137			58.14
04/17/2025	328140	2487	TYLER TECHNOLOGIES INC	130-152712	130-152712 01/15/2025	3443001 540550		2025/10	33,993.47
						Total For Check # 328140			33,993.47
04/17/2025	328152	1095	WINDSTREAM HOLDINGS II LLC	101122812 04032025	101122812 APRIL 3, 2025 168-001-1513 E911	3443006 550220		2025/10	196.48
						Total For Check # 328152			196.48
04/24/2025	328168	1335	911 CUSTOM	59322	In Car Camera System for Jail Van	3443001 560200		2025/10	2,236.45
						Total For Check # 328168			2,236.45
04/24/2025	328172	4935	AMAZON.COM SALES INC	1N6Q-C6RR-JFL6	HDMI cable for Capt. Tener's office	3443001 560030		2025/10	9.49
				1KJY-YDG6-TW4V	New Chair Mat for Chief Arnold's Office	3443001 560230		2025/10	72.99
				1CFT-9CGT-JMND	Toner Cartridges for PD/Tracy Lee	3443001 560030		2025/10	239.38
				1HLQ-X71N-MV13	Dry Erase Boards for the Training Center	3443001 560030		2025/10	327.80
				1J6R-HDP1-MXW6	Patrol Camera for Sgt. Gibson	3443001 560240		2025/10	516.00
						Total For Check # 328172			1,165.66
04/24/2025	328176	4934	CW PRODUCTS	CV50330652	Promotional Items for Victim Advocate Office	3443001 550280		2025/10	248.00
				CV50311164	Promotional Items for Victim Advocate Office	3443001 550280		2025/10	307.50
				CV50312082	Promotional Items for Victim Advocate Office	3443001 550280		2025/10	465.00
						Total For Check # 328176			1,020.50
04/24/2025	328187	3837	UPSTATE WHOLESALE SUPPLY INC	INV38452	Extra Accessories for Gen 4 Body Worn Cameras	3443001 560230		2025/10	359.00

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				INV38452	Extra Accessories for Gen 4 Body Worn Cameras	3443001 570170	2530060	2025/10	1,991.00
Total For Check # 328187									2,350.00
04/24/2025	328190	344 BROWNELLS INC		2025412042227	Pistol Magazines for Reserve Officers	3443001 560230		2025/10	276.15
Total For Check # 328190									276.15
04/24/2025	328197	37 CINTAS CORPORATION		5264874307	BLANKET PO FOR MEDICAL SUPPLIES	3443009 560230		2025/10	114.18
Total For Check # 328197									114.18
04/24/2025	328198	1391 CLEAN THE UNIFORM CO OKLAHOMA		52130143	Rugs for PSC and Training Center for FY25	3443009 540330		2025/10	3.92
				52114509	Rugs for PSC and Training Center for FY25	3443009 540330		2025/10	3.92
Total For Check # 328198									7.84
04/24/2025	328213	5203 FELT RIGHT LLC		HO-82113	Sound deadening panels for PD podcast room	3443001 560180		2025/10	805.50
Total For Check # 328213									805.50
04/24/2025	328223	4320 HILL'S PET NUTRITION SALES INC		252923651	Food for the animal shelter.	3443009 560230		2025/10	285.28
Total For Check # 328223									285.28
04/24/2025	328227	3921 J & N TACTICAL		25-00207	Ladders for SOT	3443001 560240		2025/10	1,470.00
Total For Check # 328227									1,470.00
04/24/2025	328228	2133 JIM NORTON CHEVROLET		53566	Rear Bumper Parts for Unit 2317	3443001 560200		2025/10	609.54
Total For Check # 328228									609.54
04/24/2025	328235	4341 MATRIX CONSULTING GROUP, LTD.		1603-24	1603-24 APRIL 16, 2025	3443001 530870		2025/10	30,520.00
Total For Check # 328235									30,520.00

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04/24/2025	328241	25 NAPA AUTO PARTS	015035	7502	3443001 560200		2025/10	4.15
			015035	4068	3443001 560200		2025/10	5.22
			015035	6935	3443001 560200		2025/10	9.34
			015035	20811	3443001 560210		2025/10	23.61
			015035	115	3443001 560210		2025/10	14.44
			015035	5W20BULK	3443001 560210		2025/10	20.28
			015036	CTXMS40186	3443001 560200		2025/10	128.88
			015036	CTXMS40185	3443001 560200		2025/10	128.88
			015045	7502	3443001 560200		2025/10	4.15
			015045	6935	3443001 560200		2025/10	9.34
			015045	20811	3443001 560210		2025/10	23.61
			015045	115	3443001 560210		2025/10	14.44
			015045	5W20BULK	3443001 560210		2025/10	20.28
			015046	100255	3443001 560200		2025/10	4.15
			015046	200941	3443001 560200		2025/10	12.69
			015046	20811	3443001 560210		2025/10	23.61
			015046	115	3443001 560210		2025/10	14.44
			015046	0W20BULK	3443001 560210		2025/10	28.64
			015047	7502	3443001 560200		2025/10	4.15
			015047	9883	3443001 560200		2025/10	12.45
			015047	2413	3443001 560210		2025/10	5.44
			015047	20811	3443001 560210		2025/10	23.61
			015047	115	3443001 560210		2025/10	14.44
			015047	5W20BULK	3443001 560210		2025/10	30.42
			015050	8465AAA	3443001 560200		2025/10	129.51
			015050	8465AAA	3443001 560200		2025/10	18.00
			015050	8465AAA	3443001 560200		2025/10	-18.00
			015059	7502	3443001 560200		2025/10	4.15

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				015059	4068	3443001 560200		2025/10	5.22
				015059	6935	3443001 560200		2025/10	9.34
				015059	20811	3443001 560210		2025/10	23.61
				015059	115	3443001 560210		2025/10	14.44
				015059	5W20BULK	3443001 560210		2025/10	20.28
				015061	7502	3443001 560200		2025/10	4.15
				015061	4068	3443001 560200		2025/10	5.22
				015061	6935	3443001 560200		2025/10	9.34
				015061	6011G	3443001 560200		2025/10	8.00
				015061	20811	3443001 560210		2025/10	23.61
				015061	115	3443001 560210		2025/10	14.44
				015061	5W20BULK	3443001 560210		2025/10	20.28
				015062	7502	3443001 560200		2025/10	4.15
				015062	4068	3443001 560200		2025/10	5.22
				015062	6935	3443001 560200		2025/10	9.34
				015062	20811	3443001 560210		2025/10	23.61
				015062	115	3443001 560210		2025/10	14.44
				015062	5W20BULK	3443001 560210		2025/10	20.28
				015063	200905	3443001 560200		2025/10	19.93
				015063	230019	3443001 560200		2025/10	7.84
				015063	7502	3443001 560200		2025/10	4.15
				015063	20811	3443001 560210		2025/10	23.61
				015063	115	3443001 560210		2025/10	14.44
				015063	5W20BULK	3443001 560210		2025/10	20.28
				015076	F2GZ1A189A	3443001 560190		2025/10	74.33
				015082	F2GZ1A189A	3443001 560190		2025/10	74.33
				015083	F000702	3443001 560190		2025/10	594.40
				015085	BR930809	3443001 560200		2025/10	150.39

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				015085	947123	3443001 560200		2025/10	113.50
				015094	7060	3443001 560200		2025/10	4.15
				015094	4048	3443001 560200		2025/10	8.70
				015094	9746	3443001 560200		2025/10	17.65
				015094	5W20BULK	3443001 560210		2025/10	23.66
				015094	20811	3443001 560210		2025/10	23.61
				015094	115	3443001 560210		2025/10	14.44
				015096	9849	3443001 560200		2025/10	195.24
				015096	9849	3443001 560200		2025/10	18.00
				015096	9849	3443001 560200		2025/10	-18.00
				015096	7060	3443001 560200		2025/10	4.15
				015096	4048	3443001 560200		2025/10	8.70
				015096	9746	3443001 560200		2025/10	17.65
				015096	RTU1EXT	3443001 560210		2025/10	8.61
				015096	20811	3443001 560210		2025/10	23.61
				015096	115	3443001 560210		2025/10	14.44
				015096	5W20BULK	3443001 560210		2025/10	23.66
				015101	239183	3443001 560200		2025/10	159.78
				015101	IC930	3443001 560200		2025/10	181.14
				015101	9616	3443001 560200		2025/10	41.76
				015101	2413	3443001 560230		2025/10	5.44
				014920	7502	3443001 560200		2025/10	4.15
				014920	4068	3443001 560200		2025/10	5.22
				014920	6935	3443001 560200		2025/10	9.34
				014920	20811	3443001 560210		2025/10	23.61
				014920	115	3443001 560210		2025/10	14.44
				014920	5W20BULK	3443001 560210		2025/10	20.28
				014925	7060	3443001 560200		2025/10	4.15

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014925	2488	3443001 560200		2025/10	13.50
				014925	20811	3443001 560210		2025/10	23.61
				014925	115	3443001 560210		2025/10	14.44
				014925	5W30BULK	3443001 560210		2025/10	22.86
				014928	IC633	3443001 560200		2025/10	312.48
				014928	239183	3443001 560200		2025/10	159.78
				014928	6509	3443001 560200		2025/10	43.02
				014937	7502	3443001 560200		2025/10	4.15
				014937	6935	3443001 560200		2025/10	9.34
				014937	4068	3443001 560200		2025/10	5.22
				014937	5W20BULK	3443001 560210		2025/10	20.28
				014937	20811	3443001 560210		2025/10	23.61
				014937	115	3443001 560210		2025/10	14.44
				014946	100255	3443001 560200		2025/10	4.15
				014946	20811	3443001 560210		2025/10	23.61
				014946	115	3443001 560210		2025/10	14.44
				014946	0W20BULK	3443001 560210		2025/10	28.64
				015126	7502	3443001 560200		2025/10	4.15
				015126	20811	3443001 560210		2025/10	23.61
				015126	115	3443001 560210		2025/10	14.44
				015126	5W20BULK	3443001 560210		2025/10	20.28
				015127	6026PP	3443001 560200		2025/10	11.73
				015127	6022PP	3443001 560200		2025/10	9.98
				015127	7502	3443001 560200		2025/10	4.15
				015127	5W20BULK	3443001 560210		2025/10	20.28
				015143	7060	3443001 560200		2025/10	4.15
				015143	4017	3443001 560200		2025/10	7.85
				015143	9756	3443001 560200		2025/10	14.53

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				015143	60221B	3443001 560200		2025/10	9.98
				015143	60211B	3443001 560200		2025/10	9.98
				015143	20811	3443001 560210		2025/10	23.61
				015143	115	3443001 560210		2025/10	14.44
				015143	5W20BULK	3443001 560210		2025/10	23.66
				015149	7060	3443001 560200		2025/10	4.15
				015149	20811	3443001 560210		2025/10	23.61
				015149	115	3443001 560210		2025/10	14.44
				015149	5W30BULK	3443001 560210		2025/10	22.86
						Total For Check # 328241			3,923.52
04/24/2025	328242			015040	1653200	3443001 560200		2025/10	15.50
				015040	1653201	3443001 560200		2025/10	14.50
				015055	84115	3443001 560230		2025/10	4.04
				015078	200905	3443001 560200		2025/10	-19.93
				015078	230019	3443001 560200		2025/10	-7.84
				015098	842447	3443001 560200		2025/10	14.40
				015098	842448	3443001 560200		2025/10	15.36
				015103	1002	3443001 560200		2025/10	37.58
				015106	6050	3443001 560200		2025/10	26.91
				015108	60241B	3443001 560200		2025/10	10.72
				015108	60211B	3443001 560200		2025/10	9.98
				015108	RTU1EXT	3443001 560210		2025/10	8.61
				015109	60211B	3443001 560200		2025/10	19.96
				015111	8265S	3443001 560200		2025/10	4.93
				015111	50132	3443001 560200		2025/10	5.72
				015166	5W20BULK	3443001 560210		2025/10	20.28
						Total For Check # 328242			180.72

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328245	49 OKLAHOMA DEPT OF PUBLIC SAFETY	LET-018526	LET-018526 04/15/2025	3443006 550540		2025/10	2,821.00
Total For Check # 328245								2,821.00
04/24/2025	328247	98 OKLAHOMA NATURAL GAS CO	252838500 04142025	213245206 2528385 00 APR 14, 2025 4121 E OMAHA	3443009 550240		2025/10	226.85
			114839300 04142025	210157046 1148393 00 APR 14, 2025 4205 E OMAHA ST	3443001 550240		2025/10	189.38
			110008282 04142025	213245197 1100082 82 APR 14, 2025 1101 N 6TH ST	3443001 550240		2025/10	208.44
			114669973 04182025	210155304 1146699 73 APR 18, 2025 2304 S 1ST PL	3443001 550240		2025/10	429.45
			111356536 04182025	210104103 1113565 36 APR 18, 2025 2302 S 1ST PL	3443001 550240		2025/10	343.11
Total For Check # 328247								1,397.23
04/24/2025	328249	4884 OPENROAD BILL KNIGHT, LLC	301752	UNIT 1775 - JEFF- ACCIDENT REPAIR	3443001 540200		2025/10	1,748.47
Total For Check # 328249								1,748.47
04/24/2025	328256	5306 RIDGECREST PRODUCTS, INC.	709103	Flexible Badges for PD	3443001 560100		2025/10	3,159.80
Total For Check # 328256								3,159.80
04/24/2025	328259	455 SETCOM CORPORATION	60006	Push to Talk for Used 2016 BMW Motorcycle	3443001 560200		2025/10	446.00
Total For Check # 328259								446.00
04/24/2025	328267	4045 STEPHANIE BRADLEY	227	Professional Services by Dr. Bradley DVM	3443009 530870		2025/10	950.00
			228	Professional Services by Dr. Bradley DVM	3443009 530870		2025/10	375.00
Total For Check # 328267								1,325.00
04/24/2025	328279	949 TULSA WINNELSON COMPANY	605878 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443008 560180		2025/10	58.14
Total For Check # 328279								58.14

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						Total For Fund 344			257,525.59
						Number of Invoices For Fund 344			590

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327717	1852	JEREMY MOORE	PDR 04222025	PER DIEM FOR BA DAY AT THE CAPITOL	3453501 550030		2025/10	56.00
Total For Check # 327717									56.00
04/10/2025	327788	489	ADMIRAL EXPRESS LLC	206121-S	SUPPLIES - MARCH 2025 STATEMENT	3453501 560030		2025/10	202.96
				205971-S	SUPPLIES - MARCH 2025 STATEMENT	3453502 560030		2025/10	38.99
				206122-S	SUPPLIES - MARCH 2025 STATEMENT	3453504 560030		2025/10	308.35
Total For Check # 327788									550.30
04/10/2025	327789	149	AMERICAN ELECTRIC POWER/PSO	284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 4105 E OMAHA ST	3453501 550250		2025/10	77.05
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 120 W KENOSHA ST	3453501 550250		2025/10	563.93
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 3151 N 9TH ST UNIT FI	3453501 550250		2025/10	1,142.46
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 5420 S 23RD ST UNIT F	3453501 550250		2025/10	666.40
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 204 E EL PASO ST	3453501 550250		2025/10	65.88
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 2300 W NORFOLK DR	3453501 550250		2025/10	842.70
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 1821 W DETROIT ST	3453501 550250		2025/10	225.66
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 3301 W HOUSTON ST	3453501 550250		2025/10	309.81
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 8000 S ELM PL	3453501 550250		2025/10	91.20
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 6201 E KENOSHA ST	3453501 550250		2025/10	289.62
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 122 W KENOSHA ST	3453501 550250		2025/10	191.87
				284-103-0-3 03272025	953-284-103-0-3 MAR 27, 2025 3000 S ELM AVE	3453501 550250		2025/10	87.69
Total For Check # 327789									4,554.27
04/10/2025	327791	4935	AMAZON.COM SALES INC	19GT-CYXR-VNH1	ITEM: Amazon Basics Wide Ruled Lined Writing Note	3453501 560030		2025/10	34.77

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1XV1-RYDQ-PJNJ	Bagster bags, smoke detectors	3453504 560230		2025/10	-278.97
				1KLM-VXWV-6XP1	Terminal to repair training tool	3453501 560310		2025/10	7.99
					Total For Check # 327791				-236.21
04/10/2025	327803	1315 UNITED FORD SOUTH LLC		7721904	UNIT # 2175	3453504 540200		2025/10	1,988.40
					Total For Check # 327803				1,988.40
04/10/2025	327805	18 BOUND TREE MEDICAL		85711218	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	1,170.15
				85697706	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	1,030.40
				85707625	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	599.95
					Total For Check # 327805				2,800.50
04/10/2025	327808	20 BROKEN ARROW LAWN & GARDEN		113892	generator and new engines- supry	3453501 560240		2025/10	1,219.00
				114109	Chainsaw chains and scabbards	3453501 560230		2025/10	2,061.00
					Total For Check # 327808				3,280.00
04/10/2025	327817	1391 CLEAN THE UNIFORM CO OKLAHOMA		52126812	52126812 03/26/2025	3453501 560300		2025/10	253.78
				52127298	52127298 03/28/2025	3453501 560300		2025/10	202.96
				52127293	52127293 03/28/2025	3453501 560300		2025/10	77.35
				52126813	52126813 03/26/2025	3453501 560300		2025/10	225.51
				52127297	52127297 03/28/2025	3453501 560300		2025/10	137.88
					Total For Check # 327817				897.48
04/10/2025	327827	5121 DELTA FIRE & SAFETY INC.		INVTX25-0527	Bunker Gear Repair	3453501 540290		2025/10	758.68
					Total For Check # 327827				758.68
04/10/2025	327832	1552 EMS TECHNOLOGY SOLUTIONS LLC		68431	68431 04/01/2025	3453502 540550		2025/10	1,666.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 327832			1,666.00
04/10/2025	327833	3676 ENGINEERED EQUIPMENT INC		PTINV00049173	FILTERS FOR CITY BUILDINGS	3453501 560180		2025/10	67.68
				PTINV00049174	FILTERS FOR CITY BUILDINGS	3453501 560180		2025/10	351.03
						Total For Check # 327833			418.71
04/10/2025	327835	748 EWING		24871891	24871891 02/11/2025	3453501 560180		2025/10	48.16
				25151734	25151734 03/13/2025	3453501 560180		2025/10	196.56
						Total For Check # 327835			244.72
04/10/2025	327842	74 GALLS LLC		030477894	030477894 02/14/2025	3453501 560100		2025/10	311.79
						Total For Check # 327842			311.79
04/10/2025	327853	1665 GREEN COUNTRY MEDICAL WASTE LLC		16731	16731 04/01/2025	3453502 530870		2025/10	400.00
						Total For Check # 327853			400.00
04/10/2025	327856	4978 HIPOWER SYSTEMS OKLAHOMA, LLC		2025-114	GEN STA5-1999 GENERAC	3453501 540550		2025/10	1,162.29
				2025-115	GEN STA 7	3453501 540550		2025/10	2,042.65
						Total For Check # 327856			3,204.94
04/10/2025	327862	3537 J & J BOWERS LAWN CARE		252803	252803 03/28/2025	3453503 540280		2025/10	450.00
						Total For Check # 327862			450.00
04/10/2025	327863	23 J D YOUNG COMPANY INC		126031	LEASE & USAGE CHARGE 03/25-04/25	3453501 540330		2025/10	279.57
				126031	LEASE & USAGE CHARGE 03/25-04/25	3453501 540550		2025/10	192.04
				126031	LEASE & USAGE CHARGE 03/25-04/25	3453501 560230		2025/10	7.94
						Total For Check # 327863			479.55
04/10/2025	327869	5131 KEVIN BEHE		12921	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13166	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.57

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13163	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.06
				13162	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13161	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13160	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13158	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.57
				13168	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13167	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	3.03
				13170	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13169	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13174	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	3.03
				13171	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.06
				13173	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.06
				13172	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.06
				12802	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.06
				12798	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	3.03
				12805	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13021	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13001	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13048	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
Total For Check # 327869									101.01
04/10/2025	327877	1088	LIFE ASSIST INC	1584722	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	130.08
				1584657	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	5,251.29
				1585276	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	331.14
				1585140	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	3,644.00
				1586694	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	474.20
				1586590	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	-1,593.12
Total For Check # 327877									8,237.59
04/10/2025	327887	2621	MYHEALTH ACCESS NETWORK	12402	12402 04/01/2025	3453502 540550		2025/10	420.00
Total For Check # 327887									420.00
04/10/2025	327888	888	NAFECO	1337097	Firefighting Foam tote	3453501 560220		2025/10	9,265.00
				1323302	Webbing and Hot Shields	3453501 560230		2025/10	231.68
				1324970	Elkhart nozzle parts	3453501 560310		2025/10	117.00
Total For Check # 327888									9,613.68
04/10/2025	327889	25	NAPA AUTO PARTS	014324	ETX30LA	3453501 560200		2025/10	139.63
				014327	AG0292900013	3453501 560200		2025/10	38.01
				014327	BWTS30037B	3453501 560200		2025/10	358.69
				014340	14528780001	3453501 560200		2025/10	1,037.82
				014340	10916350002	3453501 560200		2025/10	26.14
				014340	6417050003	3453501 560200		2025/10	21.97
				014340		3453501 560200		2025/10	54.51

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014341	7548	3453501 560200		2025/10	237.52
				014341	7548	3453501 560200		2025/10	36.00
				014341	7548	3453501 560200		2025/10	-36.00
				014695	7151	3453502 560200		2025/10	14.72
				014695	200905	3453502 560200		2025/10	19.93
				014695	15W40BULK	3453502 560210		2025/10	53.85
				014696	F248426	3453502 560190		2025/10	822.42
				014721	11400292303	3453501 560200		2025/10	13.33
				014721	11400201211	3453501 560200		2025/10	250.00
				014793	F013868	3453503 560200		2025/10	773.12
				014807	91460001	3453501 560200		2025/10	1,004.34
				014807	8804	3453501 560200		2025/10	275.68
				014807		3453501 560200		2025/10	31.24
				014819	799648	3453501 560200		2025/10	2,370.09
				014819		3453501 560200		2025/10	95.00
						Total For Check # 327889			7,638.01
04/10/2025	327890			014590	BR350	3453501 560200		2025/10	21.99
				014670	ST542	3453501 560200		2025/10	28.22
				014688	S66949	3453501 560200		2025/10	20.44
				014711	EC147	3453501 560200		2025/10	26.07
				014734	2413	3453501 560230		2025/10	10.88
				014734	13520P	3453501 560230		2025/10	10.47
				014821	HON1010	3453501 560200		2025/10	19.43
						Total For Check # 327890			137.50
04/10/2025	327891			014337	4644	3453501 560200		2025/10	5.56
				014339	4644	3453501 560200		2025/10	5.56
				014592	044024036034026	3453501 560200		2025/10	6.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014453	560000	3453501 560200		2025/10	14.88
				014697	2413	3453502 560230		2025/10	2.72
						Total For Check # 327891			35.38
04/10/2025	327896	98 OKLAHOMA NATURAL GAS CO	2501935 82 03272025	211154799 2501935 82 MAR 27, 2025	3151 N 9TH ST	3453501 550240		2025/10	421.06
						Total For Check # 327896			421.06
04/10/2025	327897	96 OTA PIKEPASS CENTER	20250300105	20250300105 03/31/2025		3453501 550030		2025/10	637.45
			20250300105	20250300105 03/31/2025		3453502 550030		2025/10	342.65
			20250300105	20250300105 03/31/2025		3453501 550030		2025/10	-637.45
			20250300105	20250300105 03/31/2025		3453502 550030		2025/10	-342.65
						Total For Check # 327897			0.00
04/10/2025	327901	4508 C A ASSETS LLC	27964	27964 03/24/2025		3453501 540070		2025/10	1,406.00
			27959	27959 03/21/2025		3453501 540070		2025/10	345.00
						Total For Check # 327901			1,751.00
04/10/2025	327916	1229 SAINT FRANCIS HOSPITAL SOUTH	03/31/25	MONTHLY PHYSICALS-MARCH 2025		3453501 530020		2025/10	8,367.37
						Total For Check # 327916			8,367.37
04/10/2025	327918	335 SERVICE OKLAHOMA	L0236746648	L0236746648 04/01/2025		3453502 560230		2025/10	16.00
						Total For Check # 327918			16.00
04/10/2025	327927	268 SOUTHERN TIRE MART	3500258761	UNIT # 2354		3453504 540200		2025/10	210.00
						Total For Check # 327927			210.00
04/10/2025	327931	3871 SUMMIT FIRE & SECURITY LLC	3151193	3151193 04/02/2025		3453501 540070		2025/10	221.00
			3158121	3158121 04/05/2025		3453501 540070		2025/10	221.00
			3158201	3158201 04/05/2025		3453501 540070		2025/10	221.00
						Total For Check # 327931			663.00

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327940	949 TULSA WINNELSON COMPANY	592816 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 560180		2025/10	326.84
Total For Check # 327940								326.84
04/10/2025	327955	897 WASTE MANAGEMENT QUARRY LANDFILL	2396479-1006-0	2396479-1006-0 02/01-28-2025 22-38445 -73002 FIRE	3453503 540330		2025/10	1,114.25
Total For Check # 327955								1,114.25
04/10/2025	327958	1095 WINDSTREAM HOLDINGS II LLC	101197624 03312025	101197624 MARCH 31, 2025 918-249-9750	3453501 550220		2025/10	71.36
			101197628 03312025	101197628 MARCH 31, 2025 918-355-8241	3453501 550220		2025/10	66.13
Total For Check # 327958								137.49
04/11/2025	202688	826 LOWES	97684	BLANKET PO FOR MISC. ITEMS	3453501 560180		2025/10	101.74
Total For Check # 202688								101.74
04/17/2025	327967	856 AMERICAN FIDELITY ASSURANCE CO.	157079	Payroll Run 1 - Warrant 250328	345 218420		2025/9	43.76
			157079	Payroll Run 1 - Warrant 250328	345 218430		2025/9	110.00
Total For Check # 327967								153.76
04/17/2025	327968	4633 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	157084	Payroll Run 1 - Warrant 250328	345 218590		2025/9	624.67
Total For Check # 327968								624.67
04/17/2025	327969	1319 COMMUNITY CARE EAP	157081	Payroll Run 1 - Warrant 250328	345 218560		2025/9	175.72
Total For Check # 327969								175.72
04/17/2025	327971	1550 GENESIS HEALTH CLUBS	157082	Payroll Run 1 - Warrant 250328	345 218150		2025/9	351.52
Total For Check # 327971								351.52
04/17/2025	327973	4890 JUSTIN CHEATHAM	03102025	REIMB FOR EMT REFRESHER COURSE	3453502 530110		2025/10	220.00
Total For Check # 327973								220.00

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	327976	159 PRE-PAID LEGAL SERVICES, INC.	157078	Payroll Run 1 - Warrant 250328	345 218100		2025/9	222.36
Total For Check # 327976								222.36
04/17/2025	327977	2507 MATTHEW ESTES	EMP 04042025	REIMB FOR IPAD REPAIR	3453501 540290		2025/10	86.72
Total For Check # 327977								86.72
04/17/2025	327978	4905 METROPOLITAN LIFE INSURANCE COMPANY	157086	Payroll Run 1 - Warrant 250328	345 218340		2025/9	72.50
			157086	Payroll Run 1 - Warrant 250328	345 218480		2025/9	89.30
			157086	Payroll Run 1 - Warrant 250328	345 218590		2025/9	203.02
Total For Check # 327978								364.82
04/17/2025	327989	1987 SURENCY LIFE & HEALTH INS. CO.	157083	Payroll Run 1 - Warrant 250328	345 218460		2025/9	100.75
Total For Check # 327989								100.75
04/17/2025	327997	489 ADMIRAL EXPRESS LLC	205605-S	205605-S FEB 2025	3453504 560030		2025/10	122.02
Total For Check # 327997								122.02
04/17/2025	327999	4935 AMAZON.COM SALES INC	17V7-69YG-6QFL	office supplies: dry erase board	3453502 560030		2025/10	50.76
Total For Check # 327999								50.76
04/17/2025	328000	5180 AMERICAN MEDICAL GAS RESOURCES	3089	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 560230		2025/10	202.00
			3074	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 560230		2025/10	102.00
Total For Check # 328000								304.00
04/17/2025	328002	4904 AMERITAS LIFE INSURANCE CORP.	157085	Payroll Run 1 - Warrant 250328	345 218240		2025/9	12.32
Total For Check # 328002								12.32
04/17/2025	328020	29 CASCO INDUSTRIES INC	271441	271441 03/27/2025	3453501 560100		2025/10	211.00
Total For Check # 328020								211.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328022	37	CINTAS CORPORATION	5263329703	BLANKET PO FOR MEDICAL SUPPLIES	3453501 560230		2025/10	152.00
						Total For Check # 328022			152.00
04/17/2025	328023	996	CITY OF BROKEN ARROW	157080	Payroll Run 1 - Warrant 250328	345 218180		2025/9	395.83
				157080	Payroll Run 1 - Warrant 250328	345 218360		2025/9	3,164.53
						Total For Check # 328023			3,560.36
04/17/2025	328024	1391	CLEAN THE UNIFORM CO OKLAHOMA	52128408	52128408 04/04/2025	3453501 560300		2025/10	84.85
				52127920	52127920 04/02/2025	3453501 560300		2025/10	77.35
				52127919	52127919 04/02/2025	3453501 560300		2025/10	2.94
						Total For Check # 328024			165.14
04/17/2025	328036	244	FIRE PROTECTION PUBLICATIONS	283192	283192 04/02/2025	3453503 560280		2025/10	75.25
						Total For Check # 328036			75.25
04/17/2025	328037	1231	AT&T MOBILITY LLC	287319339297X04202 5	287319339297X04082025	3453501 550540		2025/10	916.93
						Total For Check # 328037			916.93
04/17/2025	328038			287319128175X04202 5	287319128175X04082025	3453501 550220		2025/10	128.46
				287319128175X04202 5	287319128175X04082025	3453502 550220		2025/10	18.87
				287319128175X04202 5	287319128175X04082025	3453501 550540		2025/10	2,482.84
				287319128175X04202 5	287319128175X04082025	3453502 550540		2025/10	649.30
						Total For Check # 328038			3,279.47
04/17/2025	328054	4736	DUSTIN MANLY	10000471	10000471 APRIL 10, 2025	3453501 540070		2025/10	873.00
						Total For Check # 328054			873.00

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04/17/2025	328055	202	INTERNATIONAL ASSOCIATION OF FIRE CHIEFS INC	6/1/2025-12/31/2025	06/01/2025-12/31/2025 MEMBERSHIP DUES	3453501 530850		2025/10	1,268.34
Total For Check # 328055									1,268.34
04/17/2025	328059	5131	KEVIN BEHE	13216	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13213	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13214	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.57
				13212	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13215	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	6.57
				13211	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13210	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	8.09
				13208	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13207	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13206	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	4.04
				13187	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	3.03
				13220	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13218	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13219	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
				13217	CITY COUNCIL APPROVED 09/09/24	3453501 540070		2025/10	5.05
Total For Check # 328059									75.77
04/17/2025	328063	1088	LIFE ASSIST INC	1587545	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	349.81

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				1587397	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	475.00
				1587537	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	390.20
				1587810	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	84.00
				1589054	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	3,780.00
Total For Check # 328063									5,079.01
04/17/2025	328065	131 LOCKE SUPPLY COMPANY		55145969-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3453501 560180		2025/10	20.97
Total For Check # 328065									20.97
04/17/2025	328070	25 NAPA AUTO PARTS		014836	RTU1GAL	3453501 560200		2025/10	77.49
				014845	7234	3453502 560200		2025/10	461.52
				014845	7234	3453502 560200		2025/10	81.00
				014845	7669	3453502 560200		2025/10	24.20
				014845	600066	3453502 560200		2025/10	77.55
				014845	4466	3453502 560200		2025/10	12.73
				014845	500804	3453502 560200		2025/10	100.82
				014845	2602211C1	3453502 560200		2025/10	58.39
				014845	15W40BULK	3453502 560210		2025/10	86.16
				014849	7234	3453502 560200		2025/10	-81.00
				014850	54062416	3453501 560200		2025/10	233.61
				014875	1748XD	3453501 560200		2025/10	36.67
				014875	FS1098	3453501 560200		2025/10	53.23
				014875	600564	3453501 560200		2025/10	31.00
				014875	PA30309	3453501 560200		2025/10	149.40
				014875	15W40BULK	3453501 560210		2025/10	93.34
				014900	635483	3453501 560200		2025/10	373.28

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				014900		3453501 560200		2025/10	17.55
				14512	3957987	3453501 560200		2025/10	90.17
				14512	3959798	3453501 560200		2025/10	46.34
				14539	4921728	3453501 560200		2025/10	250.01
				14735	702282	3453501 560200		2025/10	4.09
				14735	7035	3453501 560200		2025/10	7.90
				14735	1372	3453501 560200		2025/10	4.15
				14735	3243	3453501 560200		2025/10	8.31
				14735	3011	3453501 560200		2025/10	2.07
				14735	9883	3453501 560200		2025/10	12.45
				14735	7083098	3453501 560200		2025/10	14.34
				14735	5W20BULK	3453501 560210		2025/10	23.66
				14735	75110	3453501 560210		2025/10	7.60
				14745	8465AAA	3453501 560200		2025/10	129.51
				14745	8465AAA	3453501 560200		2025/10	18.00
				14745	8465AAA	3453501 560200		2025/10	-18.00
				14767	0469RR8004L	3453501 560200		2025/10	792.31
				14772		3453501 560200		2025/10	263.57
				14773	230266	3453502 560200		2025/10	10.44
				14773	300458	3453502 560200		2025/10	45.66
				14773	7151	3453502 560200		2025/10	14.72
				14773	200905	3453502 560200		2025/10	19.93
				14773	15W40BULK	3453502 560210		2025/10	46.67
				14779		3453501 560200		2025/10	263.57
				14957	1748XD	3453501 560200		2025/10	36.67
				14957	3697	3453501 560200		2025/10	12.02
				14957	3604XE	3453501 560200		2025/10	29.70
				14957	6891	3453501 560200		2025/10	139.70

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14957	15W40BULK	3453501 560210		2025/10	88.56
				14967	600564	3453501 560200		2025/10	31.00
				14967	FS1098	3453501 560200		2025/10	53.44
				14971	200679	3453502 560200		2025/10	41.53
				14971	7151	3453502 560200		2025/10	14.72
				14971	300458	3453502 560200		2025/10	45.66
				14971	230266	3453502 560200		2025/10	10.44
				14971	15W40BULK	3453502 560210		2025/10	47.97
				14975	7151	3453502 560200		2025/10	14.72
				14975	300458	3453502 560200		2025/10	45.66
				14975	230266	3453502 560200		2025/10	10.44
				14975	200905	3453502 560200		2025/10	19.93
				14975	15W40BULK	3453502 560210		2025/10	47.97
				14978	7151	3453502 560200		2025/10	14.72
				14978	300458	3453502 560200		2025/10	45.66
				14978	230266	3453502 560200		2025/10	10.44
				14978	200905	3453502 560200		2025/10	19.93
				14978	15W40BULK	3453502 560210		2025/10	55.35
						Total For Check # 328070			4,780.64
04/17/2025	328071			014835	332477	3453501 560230		2025/10	11.31
				014843	A1624	3453502 560230		2025/10	7.91
				014843	78004	3453502 560230		2025/10	5.66
				014843	AHDWMPHDC1	3453502 560230		2025/10	7.40
				014861	DA1600	3453502 560200		2025/10	15.02
				014905	2413	3453501 560230		2025/10	10.88
				014917	MOUNTKIT	3453502 560200		2025/10	40.56
				014917		3453502 560200		2025/10	17.59
				14515	1085	3453501 560200		2025/10	4.15

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14515	6298	3453501 560200		2025/10	11.63
				14515	75500	3453501 560210		2025/10	10.02
				14515	75501	3453501 560210		2025/10	24.53
				14516	3011	3453501 560200		2025/10	2.07
				14516	2359	3453501 560200		2025/10	12.21
				14516	702282	3453501 560200		2025/10	4.09
				14516	75110	3453501 560210		2025/10	7.60
				14739	28104	3453501 560200		2025/10	1.40
				14739	FLS738	3453501 560200		2025/10	37.29
				14746	RTU1GAL	3453501 560210		2025/10	25.83
				14770	42821801106	3453501 560200		2025/10	40.08
				14977	FF63041NN	3453501 560200		2025/10	48.33
				14989	FF63041NN	3453501 560200		2025/10	46.41
						Total For Check # 328071			391.97
04/17/2025	328072			14497	2413	3453501 560230		2025/10	5.44
				14503	0120C	3453501 560230		2025/10	5.59
				14507	H150	3453503 560200		2025/10	5.94
				14758	3365	3453501 560200		2025/10	3.79
				14986	5080CH8	3453502 560200		2025/10	2.94
				14986	50NTLC	3453502 560200		2025/10	0.76
						Total For Check # 328072			24.46
04/17/2025	328085	4508 C A ASSETS LLC		27994	27994 04/01/2025	3453501 540070		2025/10	405.00
				27995	27995 04/01/2025	3453501 540070		2025/10	135.00
				28012	28012 04/04/2025	3453501 540070		2025/10	395.00
						Total For Check # 328085			935.00
04/17/2025	328099	201 ROYAL PRINTING		66239	66239 04/08/2025	3453501 550360		2025/10	242.00
						Total For Check # 328099			242.00

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328109	268	SOUTHERN TIRE MART	3500259161	Unit # 1082-for Brian G.	3453501 560190		2025/10	313.80
						Total For Check # 328109			313.80
04/17/2025	328118	1266	TIGER WINDOW TINTING	INV-1361	INV-1361 02/25/2025	3453501 540200		2025/10	82.80
						Total For Check # 328118			82.80
04/17/2025	328128	1230	TULSA COUNTY ADMINISTRATIVE SVCS	10013001	10013001 APRIL 10, 2025	3453504 550360		2025/10	20.00
						Total For Check # 328128			20.00
04/17/2025	328129			10013000	10013000 APRIL 10, 2025	3453504 550360		2025/10	20.00
						Total For Check # 328129			20.00
04/17/2025	328141	1324	ULINE	191455203	Bins to stock Ambulances with EMS supplies	3453502 560230		2025/10	205.38
						Total For Check # 328141			205.38
04/24/2025	328157	1434	JOHN PARKER	EMP 03272025	REIMB FOR DAMAGED CIVILIAN SHOES	3453501 560100		2025/10	100.00
						Total For Check # 328157			100.00
04/24/2025	328158	3164	KEITH GILLETTE	TRR EMT 032025	REIMB FOR EMT REFRESHER COURSE	3453502 530110		2025/10	220.00
						Total For Check # 328158			220.00
04/24/2025	328159	1872	KYLE BRICE	EMP 04092025	REIMB FOR IPAD REPAIR	3453501 560310		2025/10	86.72
				EMP 04052025	REIMB FOR CHARGER	3453501 560230		2025/10	14.29
						Total For Check # 328159			101.01
04/24/2025	328160	3912	NICK MEFFORD	EMP 12192024	REIMB FOR DAMAGED PANTS	3453501 560100		2025/10	86.59
						Total For Check # 328160			86.59
04/24/2025	328172	4935	AMAZON.COM SALES INC	1QJ6-P4YQ-3RPX	dewalt battery and bag	3453501 560230		2025/10	42.90
				1QJ6-P4YQ-3RPX	dewalt battery and bag	3453501 560240		2025/10	167.40
				1C94-1NKF-9C4H	Printer cartridges, leather glove, seat	3453501 560030		2025/10	119.52

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1C94-1NKF-9C4H	cover Printer cartridges, leather glove, seat cover	3453501 560100		2025/10	42.48
				1C94-1NKF-9C4H	Printer cartridges, leather glove, seat cover	3453501 560200		2025/10	295.83
						Total For Check # 328172			668.13
04/24/2025	328173	5180	AMERICAN MEDICAL GAS RESOURCES	3103	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 560230		2025/10	104.50
				3105	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 560230		2025/10	114.77
						Total For Check # 328173			219.27
04/24/2025	328185	18	BOUND TREE MEDICAL	85725009	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	226.50
				85728873	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	479.70
				85730415	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	4,765.35
						Total For Check # 328185			5,471.55
04/24/2025	328189	20	BROKEN ARROW LAWN & GARDEN	116164	SMALL ENGINE PARTS	3453501 560200		2025/10	16.29
						Total For Check # 328189			16.29
04/24/2025	328193	29	CASCO INDUSTRIES INC	271832	271832 04/08/2025	3453501 560100		2025/10	1,602.00
						Total For Check # 328193			1,602.00
04/24/2025	328197	37	CINTAS CORPORATION	5264874306	BLANKET PO FOR MEDICAL SUPPLIES	3453501 560230		2025/10	201.01
						Total For Check # 328197			201.01
04/24/2025	328198	1391	CLEAN THE UNIFORM CO OKLAHOMA	52129030	52129030 04/09/2025	3453501 560300		2025/10	200.02
				52129511	52129511 04/11/2025	3453501 560300		2025/10	108.72
				52129506	52129506 04/11/2025	3453501 560300		2025/10	229.59

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52129031	52129031 04/09/2025	3453501 560300		2025/10	213.75
				52119433	CLEANING SUPPLIES FOR MULTIPLE STATIONS	3453501 560300		2025/10	37.72
				52118941	CLEANING SUPPLIES FOR MULTIPLE STATIONS	3453501 560300		2025/10	71.35
				52118940	CLEANING SUPPLIES FOR MULTIPLE STATIONS	3453501 560300		2025/10	2.94
Total For Check # 328198									864.09
04/24/2025	328218	76 GRAINGER		9474254449	Velcro and Hydraulic oil	3453501 560210		2025/10	183.97
				9474254449	Velcro and Hydraulic oil	3453503 560230		2025/10	280.68
Total For Check # 328218									464.65
04/24/2025	328222	3836 CLAYTON L AYERS		12 03172025	12 03/17/2025	3453501 560200		2025/10	3,900.00
Total For Check # 328222									3,900.00
04/24/2025	328226	3537 J & J BOWERS LAWN CARE		251304	251304 04/13/2025	3453503 540280		2025/10	450.00
Total For Check # 328226									450.00
04/24/2025	328232	1088 LIFE ASSIST INC		1589554	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	3,111.92
				1589919	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	233.60
				1590160	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	3,780.00
				1591095	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	97.42
				1590913	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	51.00
				1590914	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	50.28
				1590906	BLANKET PO FOR EMS SUPPLIES	3453502 560230		2025/10	100.56
Total For Check # 328232									7,424.78
04/24/2025	328234	131 LOCKE SUPPLY COMPANY		55045931-00	BLANKET PO FOR PLUMBING &	3453501 560200		2025/10	17.58

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					ELECTRICAL SUPPLIES				
						Total For Check # 328234			17.58
04/24/2025	328237	5300	MES I ACQUISITION INC	INV2242652	IN22426652 04/15/2025	3453501 560110		2025/10	111.44
						Total For Check # 328237			111.44
04/24/2025	328238	1293	MODERN MARKETING	MMI162251	MMI162251 04/14/2025	3453504 560230		2025/10	1,571.69
						Total For Check # 328238			1,571.69
04/24/2025	328241	25	NAPA AUTO PARTS	015029	4211	3453501 560200		2025/10	13.95
				015029	100255	3453501 560200		2025/10	4.15
				015029	200942	3453501 560200		2025/10	15.42
				015029	0W20BULK	3453501 560210		2025/10	28.64
				015033	42023000	3453501 560200		2025/10	26.77
				015033	61552001	3453501 560200		2025/10	23.08
				015033		3453501 560200		2025/10	18.59
				015044		3453501 560200		2025/10	57.51
				015073	WM783A	3453501 560200		2025/10	182.07
				015074	9453	3453501 560200		2025/10	423.38
				015074		3453501 560200		2025/10	32.59
				015091	233000025	3453501 560200		2025/10	194.51
				015091		3453501 560200		2025/10	45.00
				015110	546944	3453501 560200		2025/10	64.42
				015110		3453501 560200		2025/10	30.22
				015116	493470	3453501 560200		2025/10	305.00
				014922	1748XD	3453501 560200		2025/10	36.67
				014922	FS1098	3453501 560200		2025/10	53.23
				014922	600564	3453501 560200		2025/10	31.00
				014922	15W40BULK	3453501 560210		2025/10	95.94

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014922	2413	3453501 560230		2025/10	5.44
				014933	SW746064	3453501 560200		2025/10	81.10
				014933		3453501 560200		2025/10	17.95
				015142	75200	3453501 560200		2025/10	58.76
				015142	2413	3453501 560200		2025/10	5.44
				015144	16100Z4E033	3453501 560200		2025/10	143.72
				015158	493486	3453501 560200		2025/10	460.00
				015161	708024	3453501 560200		2025/10	63.26
				015163	4326873RX	3453501 560200		2025/10	581.32
				015163	4326873RX	3453501 560200		2025/10	226.10
				015163	4326872RX	3453501 560200		2025/10	598.21
				015163	4326872RX	3453501 560200		2025/10	226.10
						Total For Check # 328241			4,149.54
04/24/2025	328242			015080	194N	3453501 560200		2025/10	0.43
				014927	60241B	3453501 560200		2025/10	32.16
				014940	78004	3453501 560230		2025/10	5.66
				015148	4629	3453501 560200		2025/10	2.50
						Total For Check # 328242			40.75
04/24/2025	328247	98 OKLAHOMA NATURAL GAS CO		262815273 04142025	213659281 2628152 73 APR 14, 2025 5420 S 23RD ST	3453501 550240		2025/10	318.27
				179445691 04162025	211108742 1794456 91 APR 16, 2025 8000 S ELM PL	3453501 550240		2025/10	197.25
				254389900 04172025	213020790 2543899 00 APR 17, 2025 2300 W NORFOLK	3453501 550240		2025/10	518.74
				110080600 04182025	210119696 1100806 00 APR 18, 2025 201 E WASHINGTON	3453501 550240		2025/10	413.82
						Total For Check # 328247			1,448.08
04/24/2025	328251	3744 CTZ ENTERPRISES LLC		164230	164230 01/31/2025	3453501 560310		2025/10	119.99
						Total For Check # 328251			119.99

City of Broken Arrow
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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328253	4508	C A ASSETS LLC	28003	28003 04/03/2025	3453501 540070		2025/10	735.00
				28004	28004 04/03/2025	3453501 540070		2025/10	405.00
				28031	28031 04/10/2025	3453501 540070		2025/10	458.00
Total For Check # 328253									1,598.00
04/24/2025	328282	4272	US PACKAGING & WRAPPING LLC	1819206	Shrink Wrap for EMS Binning Shrink Tunnel Machine	3453502 560230		2025/10	558.93
Total For Check # 328282									558.93
04/24/2025	328285	897	WASTE MANAGEMENT QUARRY LANDFILL	2398876-1006-5	2398876-1006-5 04/01/2025	3453503 540330		2025/10	841.89
Total For Check # 328285									841.89
Total For Fund 345									118,847.02
Number of Invoices For Fund 345									365

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Fund 346

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/24/2025	328245	49 OKLAHOMA DEPT OF PUBLIC SAFETY		LET-018613	LET-018613 04/15/2025	3461800 540550		2025/10	200.00
						Total For Check # 328245			200.00
						Total For Fund 346			200.00
						Number of Invoices For Fund 346			1

**City of Broken Arrow
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Fund 348

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327900	4137	PRESIDIO HOLDINGS INC	6011225001436	This is for licensing, there will not be a product	3481700 570170	2217060	2025/10	1,092.67
						Total For Check # 327900			1,092.67
04/17/2025	328013	692	BKL INC.	PA 18 2352100	Innovation District 2352100	3481700 570170	2317150	2025/10	531.58
				PA 17 2352100	Innovation District 2352100	3481700 570170	2317150	2025/10	994.23
						Total For Check # 328013			1,525.81
						Total For Fund 348			2,618.48
						Number of Invoices For Fund 348			3

City of Broken Arrow
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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327802	885 ATWOOD DISTRIBUTING LP		3453	BLANKET PO SAFETY SHOES & MISC ITEMS	5935300 570150	ST22290	2025/10	7.59
				3452	BLANKET PO SAFETY SHOES & MISC ITEMS	5935300 570150	ST22290	2025/10	5.03
Total For Check # 327802									12.62
04/10/2025	327819	5323 COLUMN SOFTWARE PBC		B6BD5005-0163	B6BD5005-0163 03/19/2025	5935300 570150	2453170	2025/10	332.99
				B6BD5005-0165	B6BD5005-0165 03/20/2025	5935305 570160	SW1910	2025/10	340.23
				B6BD5005-0164	B6BD5005-0164 03/19/2025	5935305 570150	SW23030	2025/10	330.22
				B6BD5005-0162	B6BD5005-0162 03/18/2025	5935305 570150	SW21020	2025/10	335.76
Total For Check # 327819									1,339.20
04/10/2025	327841	3689 FREESE AND NICHOLS INC		0001375080	ST1926 Houston Widening 9th to Old HWY 51	5935300 570160	ST1926	2025/10	90,209.38
Total For Check # 327841									90,209.38
04/10/2025	327885	5145 MOW-TOWN OUTDOORS, LLC		PA 5 2360450	Gardens at Central Park - Project 2360450	5936000 570150	2360450	2025/10	136,126.50
Total For Check # 327885									136,126.50
04/10/2025	327894	328 OKLAHOMA DEPT OF TRANSPORTATION		35445(04)-AC	Combined Urban Funding Agreement ST22300	5935300 570150	ST22300	2025/10	254,425.00
Total For Check # 327894									254,425.00
04/10/2025	327917	1263 SELSER SCHAEFER ARCHITECTS		2502412	Jail Expansion Renovation Prof Agreement	5933008 570160	203019	2025/10	5,150.62
Total For Check # 327917									5,150.62
04/10/2025	327943	1496 TWIN CITIES READY MIX INC		298220	BLANKET PO FOR CONCRETE	5935300 570150	ST23230	2025/10	900.00
Total For Check # 327943									900.00
04/11/2025	202688	826 LOWES		99266	BLANKET PO FOR MISC. ITEMS	5935300 570150	ST23230	2025/10	344.32
Total For Check # 202688									344.32

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Fund 593

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	328011	372 BECCO CONTRACTORS INC	PA 7 ST2028	ST2028 - Houston - Garnett to Olive	5935300 570150	ST2028	2025/10	323,749.05
Total For Check # 328011								323,749.05
04/17/2025	328013	692 BKL INC.	PA 18 2352100	Innovation District 2352100	5935300 570150	ST22290	2025/10	740.92
			PA 17 2352100	Innovation District 2352100	5935300 570150	ST22290	2025/10	1,385.77
Total For Check # 328013								2,126.69
04/17/2025	328027	3538 CP&Y INC	COBA2000129.00-13	110414	5935300 570160	ST2029	2025/10	21,157.78
Total For Check # 328027								21,157.78
04/17/2025	328041	3689 FREESE AND NICHOLS INC	0001383798	ST1926 Houston Widening 9th to Old HWY 51	5935300 570160	ST1926	2025/10	3,585.02
Total For Check # 328041								3,585.02
04/17/2025	328042	674 GARVER ENGINEERS	18037041-37	110404	5935300 570160	ST2027	2025/10	3,300.00
			18037041-36	110404	5935300 570160	ST2027	2025/10	2,011.50
Total For Check # 328042								5,311.50
04/17/2025	328067	3480 MARQUARDT ENGINEERING PLLC	PA 5 ST25190	ST25190 Rose District Alleyway	5935300 570150	ST25190	2025/10	3,200.00
Total For Check # 328067								3,200.00
04/17/2025	328081	320 POE AND ASSOCIATES INCORPORATE	15698	110033	5935300 570150	ST2028	2025/10	430.00
			15699	PJ# ST24200 - BRENT STOUT	5935300 570160	ST24200	2025/10	19,162.04
Total For Check # 328081								19,592.04
04/17/2025	328140	2487 TYLER TECHNOLOGIES INC	045-513666	107303	5931700 570170	191721	2025/10	6,863.45
			045-512795	107303	5931700 570170	191721	2025/10	700.00
			045-506561	107303	5931700 570170	191721	2025/10	740.00
			045-512794	107303	5931700 570170	191721	2025/10	8,400.00
			045-514905	107303	5931700 570170	191721	2025/10	1,400.00

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				045-514904	107303	5931700 570170	191721	2025/10	1,368.33
						Total For Check # 328140			19,471.78
04/24/2025	328154	5354 DANIEL E. SIMON		ST1931	ST1931 23RD ST ALBANY TO OMAHA PARCEL 13 SW	5935300 570080	ST1931	2025/10	1,000.00
						Total For Check # 328154			1,000.00
04/24/2025	328180	692 BKL INC.		794B-20	PW Field Office Renovation 2217090	5931700 570160	2217090	2025/10	7,599.00
						Total For Check # 328180			7,599.00
04/24/2025	328202	5314 CROSS TIMBERS CONSULTING, LLC		COBA-001.02	215 S. Laurel Drainage Improvements SW24090	5935305 570160	SW24090	2025/10	14,462.25
						Total For Check # 328202			14,462.25
04/24/2025	328243	5212 NORTHEASTERN IRRIGATION AND LANDSCAPE LLC		PA 2 201710	Gateways Signs	5935300 570150	201710	2025/10	52,172.89
						Total For Check # 328243			52,172.89
						Total For Fund 593			961,935.64
						Number of Invoices For Fund 593			32

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Fund 660

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327726	205 OKLAHOMA TAX COMMISSION		03/31/2025	(MIRF) ASSESSMENT FOR QUARTER ENDING 03/31/2025	6601700 550900		2025/10	32,690.69
						Total For Check # 327726			32,690.69
04/10/2025	327944	2517 TWO OAKS INVESTMENT		5365	5365 04/01/2025	6601700 530870		2025/10	6,666.67
						Total For Check # 327944			6,666.67
04/10/2025	327959	2518 WORKER'S COMPENSATION ACCOUNT		APRIL 3, 2025	APRIL 3, 2025 PAYMENT SUMMARY	6601700 530080		2025/10	110.00
								2025/10	12.00
								2025/10	6,910.57
								2025/10	3,229.98
						Total For Check # 327959			10,262.55
04/24/2025	328288			APRIL 10, 2025	APRIL 10, 2025 PAYMENT SUMMARY	6601700 530870		2025/10	20.00
								2025/10	17,452.87
								2025/10	1,717.18
								2025/10	39.14
								2025/10	9,999.56
								2025/10	-1,542.66
								2025/10	843.29
						Total For Check # 328288			28,529.38
						Total For Fund 660			78,149.29
						Number of Invoices For Fund 660			13

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Fund 661

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/11/2025	327964	4223	PERSONIFY HEALTH SOLUTIONS, LLC	MAR 2025	MARCH 2025 ADMIN FEES	6611700 530870		2025/10	120,099.74
						Total For Check # 327964			120,099.74
04/17/2025	327971	1550	GENESIS HEALTH CLUBS	157082	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	27.04
						Total For Check # 327971			27.04
04/17/2025	327976	159	PRE-PAID LEGAL SERVICES, INC.	157078	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	49.80
						Total For Check # 327976			49.80
04/17/2025	327978	4905	METROPOLITAN LIFE INSURANCE COMPANY	157086	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	8,637.87
				157086	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	35.05
						Total For Check # 327978			8,672.92
04/17/2025	327989	1987	SURENCY LIFE & HEALTH INS. CO.	157083	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	3.25
						Total For Check # 327989			3.25
04/17/2025	328002	4904	AMERITAS LIFE INSURANCE CORP.	157085	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	41.60
				157085	Payroll Run 1 - Warrant 250328	6611700 530890		2025/9	16.36
				MARCH 2025	ADMIN FEE	6611700 530870		2025/10	2,925.44
						Total For Check # 328002			2,983.40
						Total For Fund 661			131,836.15
						Number of Invoices For Fund 661			9

City of Broken Arrow
Check Register by Fund



Fund 770

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327729	999900	OTP - AR REFUNDS	MARCH 28, 2025	SETTLEMENT-COBA V.BONNIE BLALAK CJ-2024-3784	770 130102		2025/10	165,000.00
Total For Check # 327729									165,000.00
04/24/2025	328161			CJ-2023-1640	BRUNEL VS COBA SETTLEMENT- CASE# CJ-2023-1640	770 130102		2025/10	200,000.00
Total For Check # 328161									200,000.00
Total For Fund 770									365,000.00
Number of Invoices For Fund 770									2

City of Broken Arrow
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/10/2025	327712	183	CLEET	MARCH 2025	TOWN & MUNICIPAL COURT REPORT FOR MARCH 2025	882 290305		2025/10	3,273.15
Total For Check # 327712									3,273.15
04/10/2025	327724	353	OKLAHOMA BUREAU OF NARCOTICS	MARCH 2025	MUNICIPAL COURT REPORT-DRUG EDUCATION FEES-MAR 25'	882 290311		2025/10	20.00
Total For Check # 327724									20.00
04/10/2025	327728	835	STATE OF OKLAHOMA	MARCH 2025	MUNICIPAL COURT REPORT FOR MAR 2025	882 290305		2025/10	6,444.45
Total For Check # 327728									6,444.45
04/10/2025	327730	999907	OTP - COURT REFUNDS	0000581		882 201020		2025/10	670.00
Total For Check # 327730									670.00
04/10/2025	327731			0000587		882 201020		2025/10	145.00
Total For Check # 327731									145.00
04/10/2025	327732			0000580		882 201020		2025/10	490.00
Total For Check # 327732									490.00
04/10/2025	327733			0000585		882 201020		2025/10	100.00
Total For Check # 327733									100.00
04/10/2025	327734			0000582		882 201020		2025/10	295.00
Total For Check # 327734									295.00
04/10/2025	327735			0000586		882 201020		2025/10	170.00
Total For Check # 327735									170.00
04/10/2025	327736			0000583		882 201020		2025/10	70.00
Total For Check # 327736									70.00
04/10/2025	327737			0000584		882 201020		2025/10	10.00
Total For Check # 327737									10.00

City of Broken Arrow
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/17/2025	327983			0000588		882 201020		2025/10	170.00
						Total For Check # 327983			170.00
04/17/2025	327984			0000590		882 201020		2025/10	25.00
						Total For Check # 327984			25.00
04/17/2025	327985			0000589		882 201020		2025/10	900.00
						Total For Check # 327985			900.00
04/24/2025	328162			0000592		882 201020		2025/10	570.00
						Total For Check # 328162			570.00
04/24/2025	328163			0000591		882 201020		2025/10	35.00
						Total For Check # 328163			35.00
04/24/2025	328164			0000593		882 201020		2025/10	70.00
						Total For Check # 328164			70.00
						Total For Fund 882			13,457.60
						Number of Invoices For Fund 882			17



City of Broken Arrow

Request for Action

File #: 25-627, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Presentation, discussion, and possible acceptance of the 2024-2025 Broken Arrow Youth City Council's Big Idea

Background:

As part of the Youth City Council (YCC) experience each school year, students are asked to research and select an idea to present to the City Council that would benefit the City of Broken Arrow.

This year, students discussed the need for a book for grade school children to teach them the importance of local municipal government. The YCC conducted its due diligence by meeting with city staff regarding their concept.

If approved, YCC members recommend that their ideas are considered and discussed by staff and leadership to determine if the changes are feasible (timing, budget, etc.) with the changes taking effect for the 2025-2026 year.

The Youth City Council is asking for support from the City Council members and City administration to carry out this initiative.

Cost: \$0

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

Accept the Big Idea presented by the Youth City Council.



City of Broken Arrow

Request for Action

File #: 25-598, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Discussion to construct traffic calming devices along South Maple Avenue in the Meadows at Indian Springs 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) 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 locations. However, City Council has the authority to hear appeals from the sponsor and give staff direction on how to proceed.

Cost: \$1000

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 Maple Avenue in the Meadows at Indian Springs subdivision in accordance with the Traffic Calming Policy

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: S. Maple Ave.
Location: 7408 S. Maple Ave

A study of vehicle traffic was conducted with the device having serial number 404873. The study was done in the NB lane at S. Maple Ave. in Broken Arrow, OK in Tulsa county. The study began on 03/31/2025 at 10:00 AM and concluded on 04/01/2025 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 53 vehicles passed through the location with a peak volume of 4 on 03/31/2025 at [06:00 PM-06:15 PM] and a minimum volume of 0 on 03/31/2025 at [12:00 PM-12:15 PM]. The AADT count for this study was 53.

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 25 - 30 MPH range or lower. The average speed for all classified vehicles was 23 MPH with 44.19% 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 25MPH and the 85th percentile was 31.67 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 >
3	7	8	6	10	6	0	1	2	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 33 which represents 77 percent of the total classified vehicles. The number of Vans & Pickups in the study was 5 which represents 12 percent of the total classified vehicles. The number of Busses & Trucks in the study was 5 which represents 12 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 >											
18	11	4	10											

CHART 2

HEADWAY

During the peak traffic period, on 03/31/2025 at [06:00 PM-06:15 PM] the average headway between vehicles was 180 seconds. During the slowest traffic period, on 03/31/2025 at [12:00 PM-12:15 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 54.00 and 99.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Broken Arrow
Street: S. Maple Ave.
Location: 7408 S. Maple 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. Maple Ave. in Broken Arrow, OK in Tulsa county. The study began on 03/31/2025 at 10:00 AM and concluded on 04/01/2025 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 28 vehicles passed through the location with a peak volume of 2 on 03/31/2025 at [02:00 PM-02:15 PM] and a minimum volume of 0 on 03/31/2025 at [12:00 PM-12:15 PM]. The AADT count for this study was 28.

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 15 - 20 MPH range or lower. The average speed for all classified vehicles was 18 MPH with 4.55% 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 15MPH and the 85th percentile was 22.86 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 >
2	2	10	7	0	1	0	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 20 which represents 91 percent of the total classified vehicles. The number of Vans & Pickups in the study was 1 which represents 5 percent of the total classified vehicles. The number of Busses & Trucks in the study was 1 which represents 5 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 >											
14	5	1	2											

CHART 2

HEADWAY

During the peak traffic period, on 03/31/2025 at [02:00 PM-02:15 PM] the average headway between vehicles was 300 seconds. During the slowest traffic period, on 03/31/2025 at [12:00 PM-12:15 PM] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 52.00 and 100.00 degrees F.

TRAFFIC CALMING PETITION

Location:	7408 S Maple Ave	
Contact Person:	Kyle Jordan	
Address: Phone Number	Home:	Cell:
		918-378-2524

We, the undersigned hereby petition for the installation of traffic calming devices up to and including speed humps on _____ between _____ 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 Can we place the Owner hump in front of or renter your residence?	Phone Number
7408 S Maple Ave	Kyle Jordan		918-978-2524
7409 S. Maple Ave.	Cruin Jordan		918-851-1328
7500 S Maple Ave	Jeramie Jones		918-519-5277
7600 S Maple Ave	Linda D. Sanders		918-805-2380
7604 S Maple Ave	Sandy Odell		918-638-1644
7605 S Maple Ave	Shane Richards		918-261-1644

740

STATE OF CALIFORNIA

Case No.	100-1000000
Date	10/10/00
Page	1

PL-100-1000000

1. The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief, and that he is a duly qualified and licensed person to practice law in the State of California.

2. The undersigned hereby certifies that he is a duly qualified and licensed person to practice law in the State of California, and that he is a member in good standing of the State Bar of California.

Witness my hand and the seal of the State Bar of California at San Francisco, California, this 10th day of October, 2000.

[Handwritten signature]
 State Bar of California
 1000 Market Street
 San Francisco, CA 94102

Witness my hand and the seal of the State Bar of California at San Francisco, California, this 10th day of October, 2000.

100

New Elm Creek
Subdivision

Proposed Speed
Hump Location

7408 S Maple Ave

Tc Gunsmithing

Occasionally Collective

W Fredericksburg St

Woodmeadow Swimming Health

W Glendale St

W Glendale St

S Peach Ave

W Huntsville St

S Maple Ave

S Juniper Pl

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 curvilinear 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 curvilinear 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 of 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 reinstatement of the speed humps after the street project is completed, they may initiate the request for reinstatement 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 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.

Appendix 7 - Traffic Calming Measure Installation Criteria (Continued)

- 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.

Appendix 7 - Traffic Calming Measure Installation Criteria (Continued)

- 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.

Appendix 7 - Traffic Calming Measure Installation Criteria (Continued)

(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.



City of Broken Arrow

Request for Action

File #: 25-390, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Presentation of VENU Economic Development Update

Background:

Bob Mudd, VENU Vice President of Construction and Market Expansion, will provide updates on the progress of the amphitheater at the Events Park.

Cost: \$0

Funding Source: N/A

Requested By: Jennifer Rush, Economic Development Manager

Approved By: City Manager's Office

Attachments:

Recommendation:

No action requested



City of Broken Arrow

Request for Action

File #: 25-630, Version: 1

**Broken Arrow City Council
Meeting of: May 6, 2025**

Title:

Presentation and discussion of the City of Broken Arrow/Broken Arrow Police Department's fiscal year 2025 and fiscal year 2026 plans to build a Real Time Information Center

Background:

Tonight's presentation will update the Council and community on the City of Broken Arrow/Broken Arrow Police Department's plans to build a modern, fully functional Real Time Information Center. The police department intends to accomplish this using a combined network of license plate readers and traffic signal cameras.

Cost: \$0

Funding Source: None

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Powerpoint presentation

Recommendation:

None-Informational presentation

Real Time Information Center Update

May 6, 2025



BAPD Mission and Vision

- Our mission is to deliver exceptional services through **proactive policing** in a caring and responsive manner grounded in **collaboration, transparency, and excellence**.
- We will blaze a path by becoming the best police department in Oklahoma while setting the standard for excellence in public safety. We will accomplish this through a unified focus on internal wellness, professional development, and innovation. We will embrace the future with **cutting-edge resources, state-of-the-art facilities, and data-driven practices**. BA is a community we are proud to serve.



Background



Mid 2023 - Initial implementation

One major intersection



Current - The network consists of

9 Separate High-Activity Locations

Most City facilities and parks

RTIC Manager

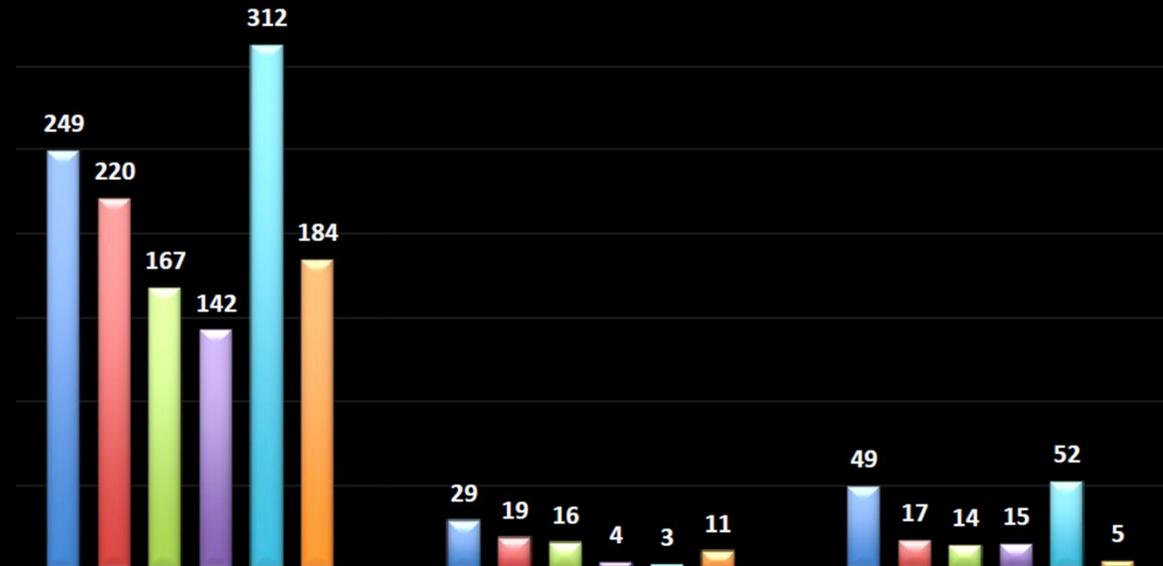
Policy and Training Manuals

Fusus ecosystem implementation

RTIC Activity

SIX MONTH COMPARISON

■ Mar-25
 ■ Feb-25
 ■ Jan-25
 ■ Dec-24
 ■ Nov-24
 ■ Oct-24



	CALL FOR SERVICE RESPONSES	VIDEOS PROCESSED	OTHER (LPR HITS)
■ Mar-25	249	29	49
■ Feb-25	220	19	17
■ Jan-25	167	16	14
■ Dec-24	142	4	15
■ Nov-24	312	3	52
■ Oct-24	184	11	5
6 MONTH AVG	212	14	25

National Comparison

76% of local police departments serving a population of 100,000 to 249,999 utilize LPR

81% serving a population of 250K to 499,999

90% serving a population of 500K to 999,999

100% serving a population of 1M or more

67% of those serving a population of 100K to 249,999 use fixed site surveillance in public places

* Source - Bureau of Justice Statistics, Law Enforcement Management and Administrative Statistics 2020

RTIC Implementation Plan

- Full video coverage of 30 intersections
 - 4 stationary and 1 pan-tilt-zoom per intersection
- More stationary and mobile cameras at city facilities and special event locations
- Partnering with BAPS, businesses, and HOAs
- Traffic Management Solutions
- RTIC Staffing Plan





City of Broken Arrow

Request for Action

File #: 25-558, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Presentation of the status on Rose District Parking Lot project located at the intersection of W. Commercial St. and S. Ash Ave. in downtown Broken Arrow Project No. 2417280

Background:

In spring 2024, the City of Broken Arrow acquired the property at the corner of W. Commercial St. and S. Ash Ave. This property is located within the primary hub of retail, offices, and event spaces within the Rose District. The proposed parking lot project will provide 21 free public parking spaces including one ADA accessible space for visitors. The project will not include any modifications to the existing tree that is planted on the corner of Commercial St. and Ash St.

Cost: \$0

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Rose District Parking Lot Presentation

Recommendation:

Presentation of the status on Rose District Parking Lot project located at the intersection of W. Commercial St. and S. Ash Ave. in downtown Broken Arrow Project No. 2417280.



**W. Commercial St. and S. Ash Ave.
Existing Corner**

W. COMMERCIAL STREET



21 PARKING SPACES

S. ASH AVE.

Benchmark
MAGNETIC NAIL
ELEV=749.65
N=390056.021
E=2821144.624



City of Broken Arrow

Request for Action

File #: 25-572, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Presentation of conceptual design options for the Dallas Street Improvements from Main Street to 9th Street (Project Number ST25320)

Background:

On March 4th, 2025, Engineering & Construction Department staff received approval from City Council to begin design of the 2018 GO Bond Proposition 1 project Dallas Street Improvements from Main Street to 9th Street (ST25320). Staff gave notice to proceed to Kimley-Horn and Associates, Inc. to develop plans and cost estimates for three conceptual design options described as follows:

Option 1 - pavement mill/patch/overlay with no drainage improvements.

Option 2 - pavement mill/patch/overlay with drainage improvements utilizing curb/gutter and paved flumes.

Option 3 - pavement mill/patch/overlay, widening to 3-lanes with curb/gutter, and enclosed storm sewer drainage improvements.

Sidewalk improvements, along the north side of Dallas only, were also included in all three options.

The consultant has submitted the conceptual design plans, with cost estimates, for all three options and these documents are included here for City Council's review and comment.

It should be noted the area in question was originally planned and developed decades prior to current design standards governing minimum drainage and roadway requirements. Due to the costs and associated benefits of all three options, staff recommends constructing Option 1 including sidewalk improvements along the north side of Dallas Street only.

Cost: TBD

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: Conceptual Design Plans and Cost Estimates for three options

Recommendation:

No action is required.

Opinion of Probable Construction Cost

Kimley-Horn and Associates, Inc.

Client:	City of Broken Arrow	Date:	4/18/2025
Project:	BA Dallas St Rehabilitation - Option 1 - Mill & Overlay w/ Patching	Prepared By:	HCH
KHA No.:	64598218	Checked By:	CDS

Conceptual

OPTION 1

OPTION 1 PAY ITEMS

ROADWAY BASE BID

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$ 5,000.00	\$ 5,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	250	\$ 30.00	\$ 7,500.00
3	202(D)	UNCLASSIFIED BORROW	CY	100	\$ 40.00	\$ 4,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$ 8,000.00	\$ 8,000.00
5	230(A)	SOLID SLAB SODDING	SY	250	\$ 6.00	\$ 1,500.00
6	303(A)	AGGREGATE BASE TYPE A	CY	171	\$ 75.00	\$ 12,812.50
7	310(B)	SUBGRADE METHOD B	SY	1025	\$ 7.00	\$ 7,175.00
8	325	SEPARATOR FABRIC	SY	1835	\$ 3.00	\$ 5,505.00
9	409	FABRIC REINFORCEMENT (TENSAR GP25 OR APPROVED EQUAL)	SY	8000	\$ 5.25	\$ 42,000.00
10	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	517	\$ 110.00	\$ 56,826.00
11	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	896	\$ 120.00	\$ 107,520.00
12	412	COLD MILL PAVEMENT	SY	8000	\$ 4.00	\$ 32,000.00
13	610(A)	CONCRETE SIDEWALK (4")	SY	210	\$ 75.00	\$ 15,750.00
14	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	35	\$ 85.00	\$ 2,975.00
15	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	\$ 5,000.00	\$ 5,000.00
16	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	35	\$ 20.00	\$ 700.00
17	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1025	\$ 12.00	\$ 12,300.00
18	619(B)	REMOVAL OF SIDEWALK	SY	210	\$ 15.00	\$ 3,150.00
19	619(C)	SAWING PAVEMENT	LF	1585	\$ 4.00	\$ 6,340.00
20	641	MOBILIZATION	LSUM	1	\$ 25,000.00	\$ 25,000.00
21	642	CONSTRUCTION STAKING	LSUM	1	\$ 3,000.00	\$ 3,000.00
22	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 15,000.00	\$ 15,000.00
23	SPECIAL	EROSION CONTROL MEASURES	LSUM	1	\$ 10,000.00	\$ 10,000.00
24	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1	\$ 6,000.00	\$ 6,000.00
25	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1	\$ 15,000.00	\$ 15,000.00
Subtotal						\$410,054
Conting. (% , +/-)					20%	\$82,011
Total:						\$492,064

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposal, bids, or actual construction costs will not vary from its opinions of probable costs.

Opinion of Probable Construction Cost

Kimley-Horn and Associates, Inc.

Client:	City of Broken Arrow	Date:	4/18/2025
Project:	BA Dallas St Rehabilitation - Option 2 - M&O/Patching with Drainage Improvements	Prepared By:	HCH
KHA No.:	64598218	Checked By:	CDS

Conceptual

OPTION 2

OPTION 2 PAY ITEMS

ROADWAY BASE BID						
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$ 8,000.00	\$ 8,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	300	\$ 30.00	\$ 9,000.00
3	202(D)	UNCLASSIFIED BORROW	CY	100	\$ 40.00	\$ 4,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$ 10,000.00	\$ 10,000.00
5	230(A)	SOLID SLAB SODDING	SY	840	\$ 6.00	\$ 5,040.00
6	303(A)	AGGREGATE BASE TYPE A	CY	235	\$ 75.00	\$ 17,625.00
7	310(B)	SUBGRADE METHOD B	SY	1395	\$ 7.00	\$ 9,765.00
8	325	SEPARATOR FABRIC	SY	2298	\$ 3.00	\$ 6,892.50
9	409	FABRIC REINFORCEMENT (TENSAR GP25)	SY	8090	\$ 5.25	\$ 42,472.50
10	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	538	\$ 110.00	\$ 59,154.48
11	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	906	\$ 120.00	\$ 108,729.60
12	412	COLD MILL PAVEMENT	SY	8090	\$ 4.00	\$ 32,360.00
13	509(D)	CLASS C CONCRETE	CY	23	\$ 500.00	\$ 11,500.00
14	601(E)	TYPE III LAID UP PLAIN RIPRAP (12" SIZE)	SY	20	\$ 130.00	\$ 2,600.00
15	601(F)	FILTER FABRIC (RIP RAP)	SY	20	\$ 5.00	\$ 100.00
16	609(B)	COMBINED CURB & GUTTER (6" ROLL)	LF	740	\$ 48.00	\$ 35,520.00
17	610(A)	CONCRETE SIDEWALK (4")	SY	345	\$ 75.00	\$ 25,875.00
18	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	292	\$ 85.00	\$ 24,820.00
19	611(G)	INLET (SMD-TYPE 1)	EA	1	\$ 6,500.00	\$ 6,500.00
20	613(A)	18" R.C. PIPE CLASS III	LF	187	\$ 125.00	\$ 23,375.00
21	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	\$ 30,000.00	\$ 30,000.00
22	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	292	\$ 20.00	\$ 5,840.00
23	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1067	\$ 12.00	\$ 12,804.00
24	619(B)	REMOVAL OF SIDEWALK	SY	345	\$ 15.00	\$ 5,175.00
25	613(L)	18" PREFAB. CULVERT END SEC., ROUND	EA	14	\$ 1,500.00	\$ 21,000.00
26	619(C)	SAWING PAVEMENT	LF	2370	\$ 4.00	\$ 9,480.00
27	622(A)	2" PIPE RAILING (PEDESTRIAN RAILING)	LF	50	\$ 145.00	\$ 7,250.00
28	641	MOBILIZATION	LSUM	1	\$ 35,000.00	\$ 35,000.00
29	642	CONSTRUCTION STAKING	LSUM	1	\$ 10,000.00	\$ 10,000.00
30	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 18,000.00	\$ 18,000.00
31	SPECIAL	EROSION CONTROL MEASURES	LSUM	1	\$ 15,000.00	\$ 15,000.00
32	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1	\$ 6,000.00	\$ 6,000.00
33	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1	\$ 22,000.00	\$ 22,000.00
					Subtotal	\$632,878
					Conting. (% , +/-)	20% \$126,576
					Total:	\$759,454

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposal, bids, or actual construction costs will not vary from its opinions of probable costs.

Opinion of Probable Construction Cost

Kimley-Horn and Associates, Inc.

Client:	City of Broken Arrow	Date:	4/18/2025
Project:	BA Dallas St Rehabilitation - Option 3 - Widening to 3-Lanes	Prepared By:	HCH
KHA No.:	64598218	Checked By:	CDS

Conceptual

OPTION 3

OPTION 3 PAY ITEMS

ROADWAY BASE BID						
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	201(A)	CLEARING AND GRUBBING	LSUM	1	\$ 10,000.00	\$ 10,000.00
2	202(A)	UNCLASSIFIED EXCAVATION	CY	650	\$ 28.00	\$ 18,200.00
3	202(D)	UNCLASSIFIED BORROW	CY	250	\$ 40.00	\$ 10,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	\$ 12,000.00	\$ 12,000.00
5	230(A)	SOLID SLAB SODDING	SY	4965	\$ 6.00	\$ 29,790.00
6	240(A)	REMOVING TREES 25" & MORE IN DIAMETER	EA	8	\$ 3,000.00	\$ 24,000.00
7	303(A)	AGGREGATE BASE TYPE A	CY	1425	\$ 75.00	\$ 106,875.00
8	310(B)	SUBGRADE METHOD B	SY	8545	\$ 7.00	\$ 59,815.00
9	325	SEPARATOR FABRIC	SY	10681	\$ 3.00	\$ 32,043.75
10	409	FABRIC REINFORCEMENT (TENSAR GP25)	SY	12310	\$ 5.25	\$ 64,627.50
11	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	2448	\$ 105.00	\$ 257,044.20
12	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	1379	\$ 120.00	\$ 165,446.40
13	412	COLD MILL PAVEMENT	SY	6070	\$ 4.00	\$ 24,280.00
14	509(A)	CLASS AA CONCRETE	CY	52	\$ 800.00	\$ 41,600.00
15	509(D)	CLASS C CONCRETE	CY	9	\$ 500.00	\$ 4,500.00
16	511(A)	REINFORCING STEEL	LB	5818	\$ 2.50	\$ 14,545.00
17	601(E)	TYPE III LAID UP PLAIN RIPRAP (12" SIZE)	SY	35	\$ 130.00	\$ 4,550.00
18	601(F)	FILTER FABRIC (RIP RAP)	SY	35	\$ 5.00	\$ 175.00
19	609(B)	COMBINED CURB & GUTTER (6" BARRIER)	LF	4960	\$ 40.00	\$ 198,400.00
20	610(A)	CONCRETE SIDEWALK (4")	SY	535	\$ 75.00	\$ 40,125.00
21	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	835	\$ 85.00	\$ 70,975.00
22	611(A)	MANHOLE (4' DIA.)	EA	2	\$ 5,500.00	\$ 11,000.00
23	611(A)	MANHOLE (5' DIA.)	EA	1	\$ 6,500.00	\$ 6,500.00
24	611(A)	MANHOLE (8' DIA.)	EA	2	\$ 13,000.00	\$ 26,000.00
25	611(G)	INLET CI DES. 2 (STD)	EA	14	\$ 6,500.00	\$ 91,000.00
26	611(G)	INLET CI DES. 2 (STD) W/ JUNCTION BOX	EA	4	\$ 10,000.00	\$ 40,000.00
27	613(A)	18" R.C. PIPE CLASS III	LF	2070	\$ 125.00	\$ 258,750.00
28	613(A)	36" R.C. PIPE CLASS III	LF	100	\$ 200.00	\$ 20,000.00
29	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1	\$ 40,000.00	\$ 40,000.00
30	619(B)	REMOVAL OF CURB AND GUTTER	LF	705	\$ 10.00	\$ 7,050.00
31	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	1050	\$ 20.00	\$ 21,000.00
32	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	3545	\$ 12.00	\$ 42,540.00
33	619(B)	REMOVAL OF SIDEWALK	SY	535	\$ 15.00	\$ 8,025.00
34	619(C)	SAWING PAVEMENT	LF	7500	\$ 4.00	\$ 30,000.00
35	622(A)	2" PIPE RAILING (PEDESTRIAN RAILING)	LF	50	\$ 145.00	\$ 7,250.00
36	625(B)	REMOVE AND RECONSTRUCT 4' CHAIN LINK FENCE	LF	70	\$ 45.00	\$ 3,150.00
37	625(B)	REMOVE AND RECONSTRUCT 6' WOOD PRIVACY FENCE	LF	50	\$ 60.00	\$ 3,000.00
38	629(D)	REMOVE AND RESET MAILBOX	EA	26	\$ 300.00	\$ 7,800.00
39	641	MOBILIZATION	LSUM	1	\$ 120,000.00	\$ 120,000.00
40	642	CONSTRUCTION STAKING	LSUM	1	\$ 20,000.00	\$ 20,000.00
41	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 35,000.00	\$ 35,000.00
42	SPECIAL	EROSION CONTROL MEASURES	LSUM	1	\$ 20,000.00	\$ 20,000.00
43	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1	\$ 15,000.00	\$ 15,000.00
44	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1	\$ 50,000.00	\$ 50,000.00
45	SPECIAL	ROOF DRAIN CONNECTIONS	LSUM	1	\$ 25,000.00	\$ 25,000.00
Subtotal						\$2,087,057
Conting. (%,+/-)					20%	\$417,411
Total:						\$2,504,468

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposalSUM, bids, or actual construction costs will not vary from its opinions of probable costs.

SURVEY CONTROL DATA

- HORIZONTAL CONTROL MONUMENTS**
OKLAHOMA STATE PLANE COORDINATE SYSTEM - LAMBERT NORTH PROJECTION
- BASIS OF BEARING:**
LOCAL GRID BEARING
- VERTICAL CONTROLS (BM):**
NAVD 1988
- SECTION NUMERICAL DESCRIPTION (S-T-R):**
SECTION 10, T-18-N, R-14-E

BEFORE YOU DIG! CALL OKIE 1-800-522-6543



UTILITIES LOCATION SHOWN ON PLAN AND PROFILE WERE OBTAINED FROM INFORMATION PROVIDED BY UTILITY SYSTEM OWNER IN CONJUNCTION WITH EXISTING PHYSICAL FEATURES VISIBLE AT THE TIME OF THE TOPOGRAPHIC SURVEY. LOCATIONS MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

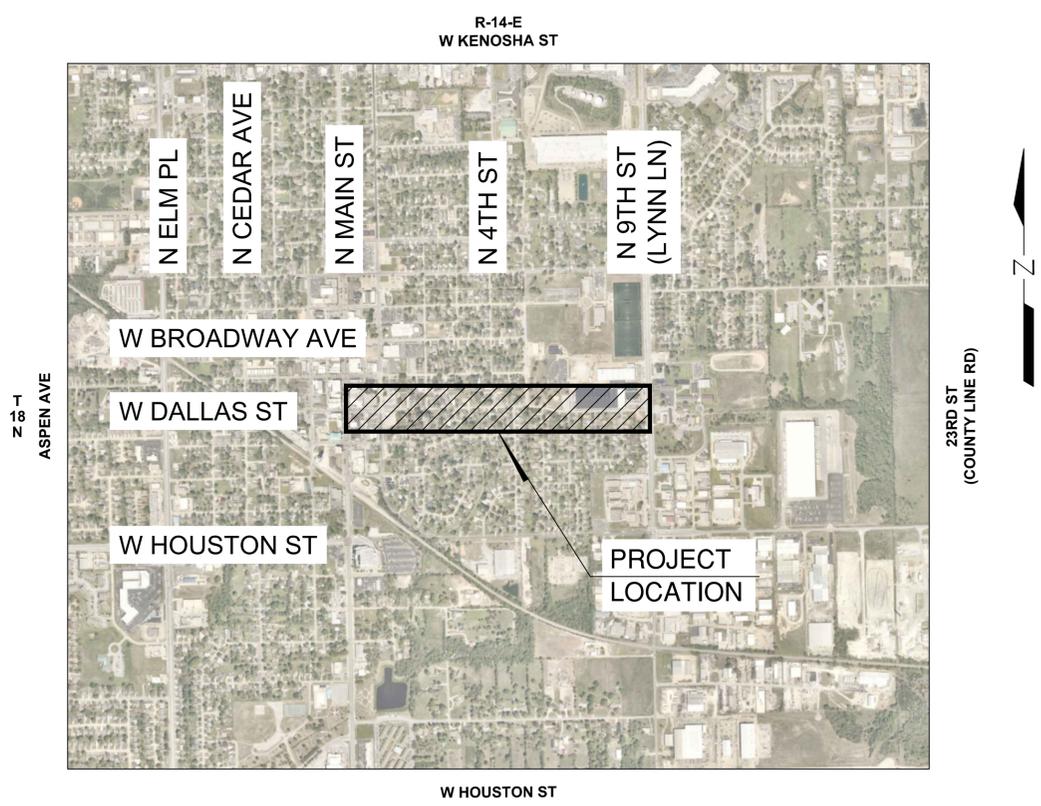
UTILITY CONTACTS

CITY OF BROKEN ARROW, OKLAHOMA BLAKE EDWARDS 485 N. POPLAR AVENUE BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT 7632 (918) 259-8453 (FAX)	CITY OF BROKEN ARROW, OKLAHOMA WATER & SEWER, TIM ROBINS, PE, CWI, CFM 485 N. POPLAR AVENUE BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT 7375 (918) 251-3383 (FAX)
CITY OF BROKEN ARROW, OKLAHOMA STREETS/STORMWATER, ZACH SMITH 2302 S. 1ST PLACE BROKEN ARROW, OKLAHOMA 74012 (918) 259-7000 EXT 7429 (918) 251-3383 (FAX)	OKLAHOMA NATURAL GAS (GOVT RELOCATIONS) ATTN.: EILEEN STURGILL 5848 E. 15TH STREET TULSA, OKLAHOMA 74112 (918) 260-8177
COX COMMUNICATIONS ATTN.: CRAIG BARNES 11811 E. 51ST STREET TULSA, OKLAHOMA 74146 (918) 286-4754	OKLAHOMA NATURAL GAS (EXISTING CONST.) ATTN.: DUANE COOPER 5848 E. 15TH STREET TULSA, OKLAHOMA 74112 (918) 645-1953
WINDSTREAM COMMUNICATION ATTN.: BRIAN TACKETT 11200 S. 225TH E. AVENUE BROKEN ARROW, OKLAHOMA 74014 (918) 829-4167	AEP / PSO ATTN.: JOSEPH CHEBAIBAI 5223 S. GARNETT ROAD TULSA, OKLAHOMA 74149 (918) 250-6249



DALLAS STREET REHABILITATION

PROJECT NUMBER
ST25320



PROJECT LOCATION SECTION 11, T-18-N, R-14-E, TULSA COUNTY

Kimley»Horn
1437 South Boulder Avenue
SUITE 930
TULSA, OK 74119
P: 918-209-3191

CITY OF BROKEN ARROW STANDARD CONSTRUCTION SPECIFICATIONS, FEBRUARY 20, 2024, SHALL GOVERN ALL CONSTRUCTION AS SUPPLEMENTED BY THE 2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-ENGLISH GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, DECEMBER 19, 2019.

INDEX OF SHEETS

DESCRIPTION	SHEET
COVER SHEET	C-001
PAY ITEMS AND NOTES	C-002
TYPICAL SECTIONS OPTION 1	C-100
TYPICAL SECTIONS OPTION 2	C-101
TYPICAL SECTIONS OPTION 3	C-102
OVERALL PAVING PLAN	C-103
PAVING PLAN OPTION 1	1.1-1.5
PAVING PLAN OPTION 2	2.1-2.5
PAVING PLAN OPTION 3	3.1-3.5

BROKEN ARROW CITY COUNCIL

MAYOR	DEBRA WIMPEE
VICE MAYOR	JOHNNIE PARKS
MEMBER - WARD TWO	LISA FORD
MEMBER - WARD THREE	DAVID PICKEL
MEMBER - WARD FOUR	JUSTIN GREEN

BEST MANAGEMENT PRACTICES MANUAL:

REFER TO [HTTPS://WWW.BROKENARROWOK.GOV/GOVERNMENT/PUBLIC-WORKS/ENGINEERING-CONSTRUCTION/CONSTRUCTION ACTIVITY BEST MANAGEMENT PRACTICES GUIDANCE MANUAL 2023](https://www.brokenarrowok.gov/government/public-works/engineering-construction/construction-activity-best-management-practices-guidance-manual-2023)

CITY OF BROKEN ARROW DETAILS

STD ST 01 - STORM SEWER PIPE BEDDING
STD ST 02 - STORM SEWER JOINT WRAPPING DETAIL
STD ST 03 - CONCRETE STREET SECTION W/ CURB AND GUTTER
STD ST 04 - ASPHALT STREET SECTION W/ CURB AND GUTTER
STD ST 05 - CURB AND GUTTER DETAIL
STD ST 06 - SIDEWALK & WHEELCHAIR RAMP DETAIL
STD ST 08 - BASE DRAINAGE
STD ST 10 - ASPHALTIC CONCRETE INSULATION LAYOUT
STD ST 11 - CONCRETE STREET INTERSECTION LAYOUT
STD ST 12 - STANDARD CONCRETE PAVEMENT JOINTS
STD ST 19 - COMMERCIAL DRIVEWAY
STD ST 25 - STORM SEWER MANHOLE RING & LID
STD UL 02 - STREET UTILITY LOCATION
STD W 01 - WATER PIPE BEDDING DETAIL

MICHAEL L. SPURGEON
CITY MANAGER

RECOMMENDED FOR APPROVAL

CHARLIE BRIGHT, P.E.
DIRECTOR OF ENGINEERING & CONSTRUCTION

TIM WILSON
DIRECTOR OF STREETS & STORMWATER

JEREMY STAHL, P.E.,
ENGINEER OF RECORD

OPTION 1

IMPROVEMENTS CONSIST OF:

- MILL AND OVERLAY OF THE EXISTING PAVEMENT EXTENTS WITH FULL DEPTH PATCHING IDENTIFIED BY VISUAL PAVEMENT ASSESSMENT.
- REPLACEMENT OF EXISTING SIDEWALK THAT DOES NOT MEET APPARENT ADA COMPLIANCE REQUIREMENTS.
- NO PROPOSED DRAINAGE IMPROVEMENTS.

OPTION 1 PAY ITEMS				
ROADWAY BASE BID				
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL
1	201(A)	CLEARING AND GRUBBING	LSUM	1
2	202(A)	UNCLASSIFIED EXCAVATION	CY	250
3	202(D)	UNCLASSIFIED BORROW	CY	100
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1
5	230(A)	SOLID SLAB SODDING	SY	250
6	303(A)	AGGREGATE BASE TYPE A	CY	171
7	310(B)	SUBGRADE METHOD B	SY	1025
8	325	SEPARATOR FABRIC	SY	1835
9	409	FABRIC REINFORCEMENT (TENSAR GP25 OR APPROVED EQUAL)	SY	8000
10	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	517
11	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	896
12	412	COLD MILL PAVEMENT	SY	8000
13	610(A)	CONCRETE SIDEWALK (4")	SY	210
14	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	35
15	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1
16	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	35
17	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1025
18	619(B)	REMOVAL OF SIDEWALK	SY	210
19	619(C)	SAWING PAVEMENT	LF	1585
20	641	MOBILIZATION	LSUM	1
21	642	CONSTRUCTION STAKING	LSUM	1
22	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1
23	SPECIAL	EROSION CONTROL MEASURES	LSUM	1
24	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1
25	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1

OPTION 2

IMPROVEMENTS CONSIST OF:

- MILL AND OVERLAY OF THE EXISTING PAVEMENT EXTENTS WITH FULL DEPTH PATCHING IDENTIFIED BY VISUAL PAVEMENT ASSESSMENT.
- REPLACEMENT OF EXISTING SIDEWALK THAT DOES NOT MEET APPARENT ADA COMPLIANCE REQUIREMENTS.
- RECOMMENDATION OF DRAINAGE IMPROVEMENTS THROUGH USE OF VARIOUS CURB & GUTTERS, FLUMES, AND NEW INLET STRUCTURES IN LOCATIONS WHERE CONNECTION TO EXISTING STORM SEWER IS POSSIBLE. PROPOSED DRAINAGE IMPROVEMENTS ARE NOT INTENDED TO MEET A CERTAIN YEAR DESIGN FREQUENCY AND ARE ONLY INTENDED TO POTENTIALLY ALLEVIATE DRAINAGE PONDING IN CERTAIN AREAS AND TO PROTECT THE EDGE OF PAVEMENT.

OPTION 2 PAY ITEMS				
ROADWAY BASE BID				
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL
1	201(A)	CLEARING AND GRUBBING	LSUM	1
2	202(A)	UNCLASSIFIED EXCAVATION	CY	300
3	202(D)	UNCLASSIFIED BORROW	CY	100
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1
5	230(A)	SOLID SLAB SODDING	SY	840
6	303(A)	AGGREGATE BASE TYPE A	CY	235
7	310(B)	SUBGRADE METHOD B	SY	1395
8	325	SEPARATOR FABRIC	SY	2298
9	409	FABRIC REINFORCEMENT (TENSAR GP25)	SY	8090
10	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	538
11	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	906
12	412	COLD MILL PAVEMENT	SY	8090
13	509(D)	CLASS C CONCRETE	CY	23
14	601(E)	TYPE III LAID UP PLAIN RIPRAP (12" SIZE)	SY	20
15	601(F)	FILTER FABRIC (RIP RAP)	SY	20
16	609(B)	COMBINED CURB & GUTTER (6" ROLL)	LF	740
17	610(A)	CONCRETE SIDEWALK (4")	SY	345
18	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	292
19	611(G)	INLET (SMD-TYPE 1)	EA	1
20	613(A)	18" R.C. PIPE CLASS III	LF	187
21	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1
22	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	292
23	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	1067
24	619(B)	REMOVAL OF SIDEWALK	SY	345
25	613(L)	18" PREFAB. CULVERT END SEC., ROUND	EA	14
26	619(C)	SAWING PAVEMENT	LF	2370
27	622(A)	2" PIPE RAILING (PEDESTRIAN RAILING)	LF	50
28	641	MOBILIZATION	LSUM	1
29	642	CONSTRUCTION STAKING	LSUM	1
30	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1
31	SPECIAL	EROSION CONTROL MEASURES	LSUM	1
32	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1
33	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1

OPTION 3

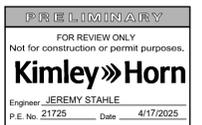
IMPROVEMENTS CONSIST OF:

- MILL AND OVERLAY OF THE EXISTING PAVEMENT EXTENTS WITH FULL DEPTH PATCHING IDENTIFIED BY VISUAL PAVEMENT ASSESSMENT
- SAWCUT AND WIDEN ROADWAY TO A 3-LANE SECTION WITH CURB & GUTTER.
- ENCLOSE DRAINAGE FOR THE EXTENTS OF THE PROJECT. PROPOSED DRAINAGE IMPROVEMENTS ARE NOT INTENDED TO MEET A CERTAIN YEAR DESIGN FREQUENCY AND ARE ONLY INTENDED TO POTENTIALLY ALLEVIATE DRAINAGE PONDING IN CERTAIN AREAS.
- REPLACEMENT OF EXISTING SIDEWALK THAT DOES NOT MEET APPARENT ADA COMPLIANCE REQUIREMENTS.

OPTION 3 PAY ITEMS				
ROADWAY BASE BID				
ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	TOTAL
1	201(A)	CLEARING AND GRUBBING	LSUM	1
2	202(A)	UNCLASSIFIED EXCAVATION	CY	650
3	202(D)	UNCLASSIFIED BORROW	CY	250
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1
5	230(A)	SOLID SLAB SODDING	SY	4965
6	240(A)	REMOVING TREES 25" & MORE IN DIAMETER	EA	8
7	303(A)	AGGREGATE BASE TYPE A	CY	1425
8	310(B)	SUBGRADE METHOD B	SY	8545
9	325	SEPARATOR FABRIC	SY	10681
10	409	FABRIC REINFORCEMENT (TENSAR GP25)	SY	12310
11	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	2448
12	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	1379
13	412	COLD MILL PAVEMENT	SY	6070
14	509(A)	CLASS AA CONCRETE	CY	52
15	509(D)	CLASS C CONCRETE	CY	9
16	511(A)	REINFORCING STEEL	LB	5818
17	601(E)	TYPE III LAID UP PLAIN RIPRAP (12" SIZE)	SY	35
18	601(F)	FILTER FABRIC (RIP RAP)	SY	35
19	609(B)	COMBINED CURB & GUTTER (6" BARRIER)	LF	4960
20	610(A)	CONCRETE SIDEWALK (4")	SY	535
21	610(B)	CONCRETE DRIVEWAY (6"-H.E.S.)	SY	835
22	611(A)	MANHOLE (4' DIA.)	EA	2
23	611(A)	MANHOLE (5' DIA.)	EA	1
24	611(A)	MANHOLE (8' DIA.)	EA	2
25	611(G)	INLET CI DES. 2 (STD)	EA	14
26	611(G)	INLET CI DES. 2 (STD) W/ JUNCTION BOX	EA	4
27	613(A)	18" R.C. PIPE CLASS III	LF	2070
28	613(A)	36" R.C. PIPE CLASS III	LF	100
29	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1
30	619(B)	REMOVAL OF CURB AND GUTTER	LF	705
31	619(B)	REMOVAL OF CONCRETE DRIVEWAY	SY	1050
32	619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	3545
33	619(B)	REMOVAL OF SIDEWALK	SY	535
34	619(C)	SAWING PAVEMENT	LF	7500
35	622(A)	2" PIPE RAILING (PEDESTRIAN RAILING)	LF	50
36	625(B)	REMOVE AND RECONSTRUCT 4' CHAIN LINK FENCE	LF	70
37	625(B)	REMOVE AND RECONSTRUCT 6' WOOD PRIVACY FENCE	LF	50
38	629(D)	REMOVE AND RESET MAILBOX	EA	26
39	641	MOBILIZATION	LSUM	1
40	642	CONSTRUCTION STAKING	LSUM	1
41	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1
42	SPECIAL	EROSION CONTROL MEASURES	LSUM	1
43	SPECIAL	TRAFFIC STRIPING AND SIGNAGE	LSUM	1
44	SPECIAL	UTILITY APPURTENANCE ADJUSTMENTS	LSUM	1
45	SPECIAL	ROOF DRAIN CONNECTIONS	LSUM	1

NOTE:

ITEMS LISTED OR SHOWN ON DRAWINGS AND/OR DESCRIBED IN THE SPECIFICATIONS THAT ARE NOT INCLUDED AS A SEPARATE PAY ITEM QUANTITY SHALL BE CONSIDERED INCIDENTAL AND THE COST SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS. THE PRICE BID FOR ALL WORK SHALL INCLUDE ALL MATERIALS, EQUIPMENT, LABOR, INCIDENTALS, AND ALL OTHER REQUIRED ITEMS TO COMPLETE THE WORK AS SHOWN ON PLANS AND SPECIFICATIONS.

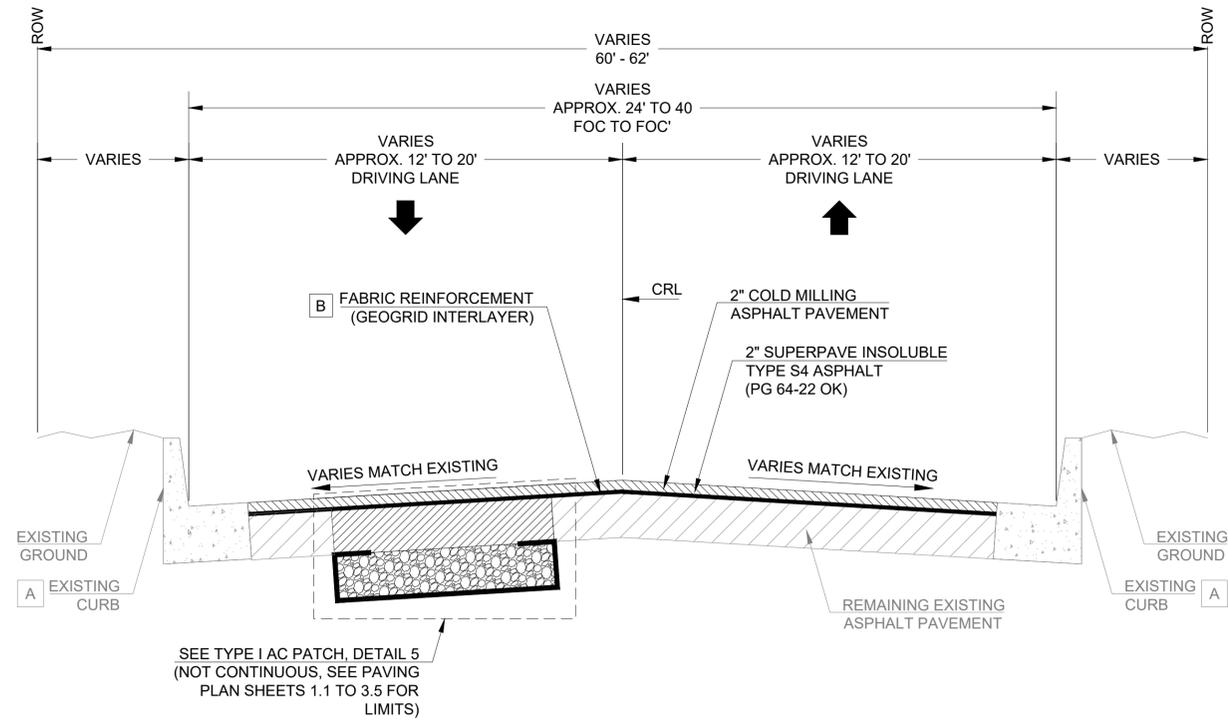


CONCEPTUAL PLANS

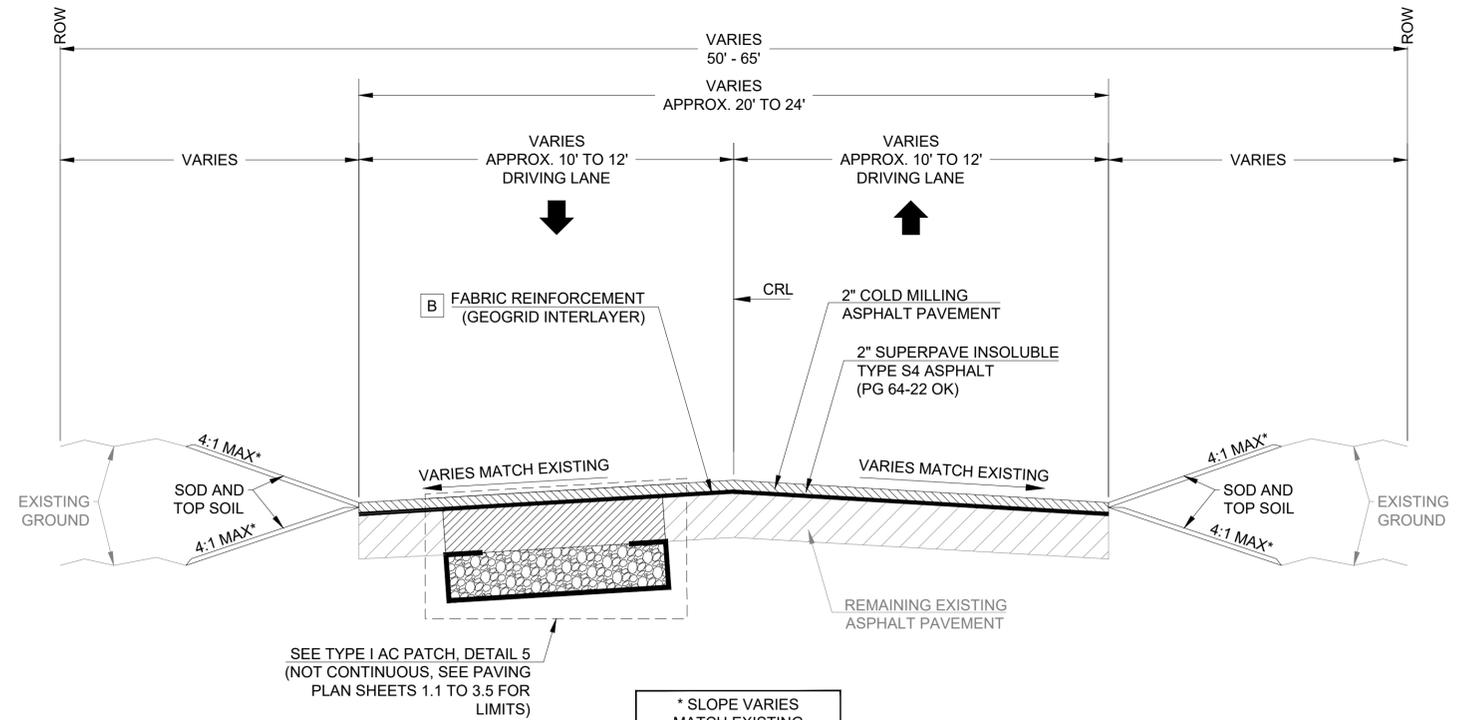
DALLAS STREET REHABILITATION

PAY ITEMS AND NOTES

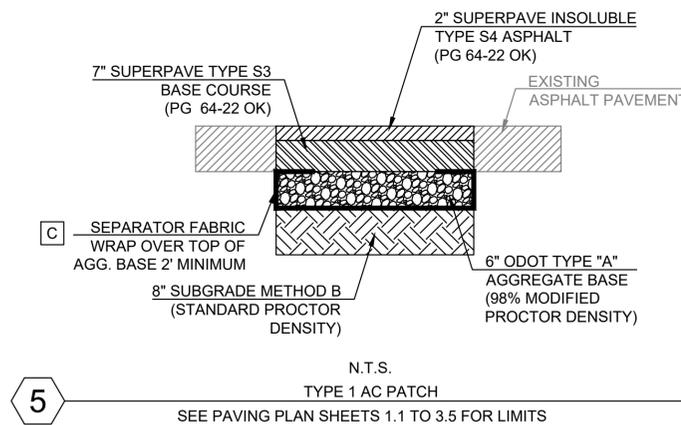
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
DRAWING NAME:	SHEET NO. C-002		PROJECT NO. ST25320	



1 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
EXISTING CURB AND GUTTER BOTH SIDES
STA. 101+79 TO STA. 104+83, STA. 105+55 TO STA. 110+18

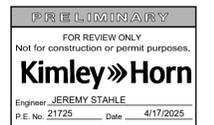


2 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
NO CURB AND GUTTER BOTH SIDES
STA. 110+18 TO STA. 133+88

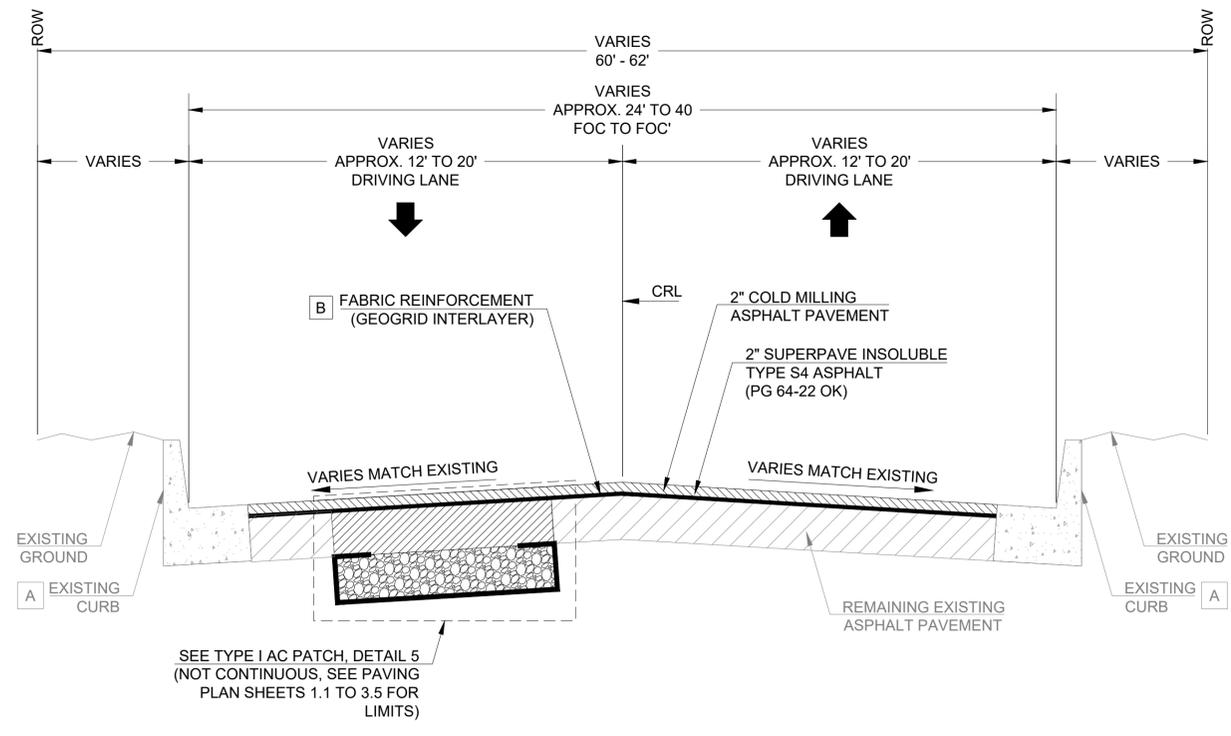


5 N.T.S.
TYPE 1 AC PATCH
SEE PAVING PLAN SHEETS 1.1 TO 3.5 FOR LIMITS

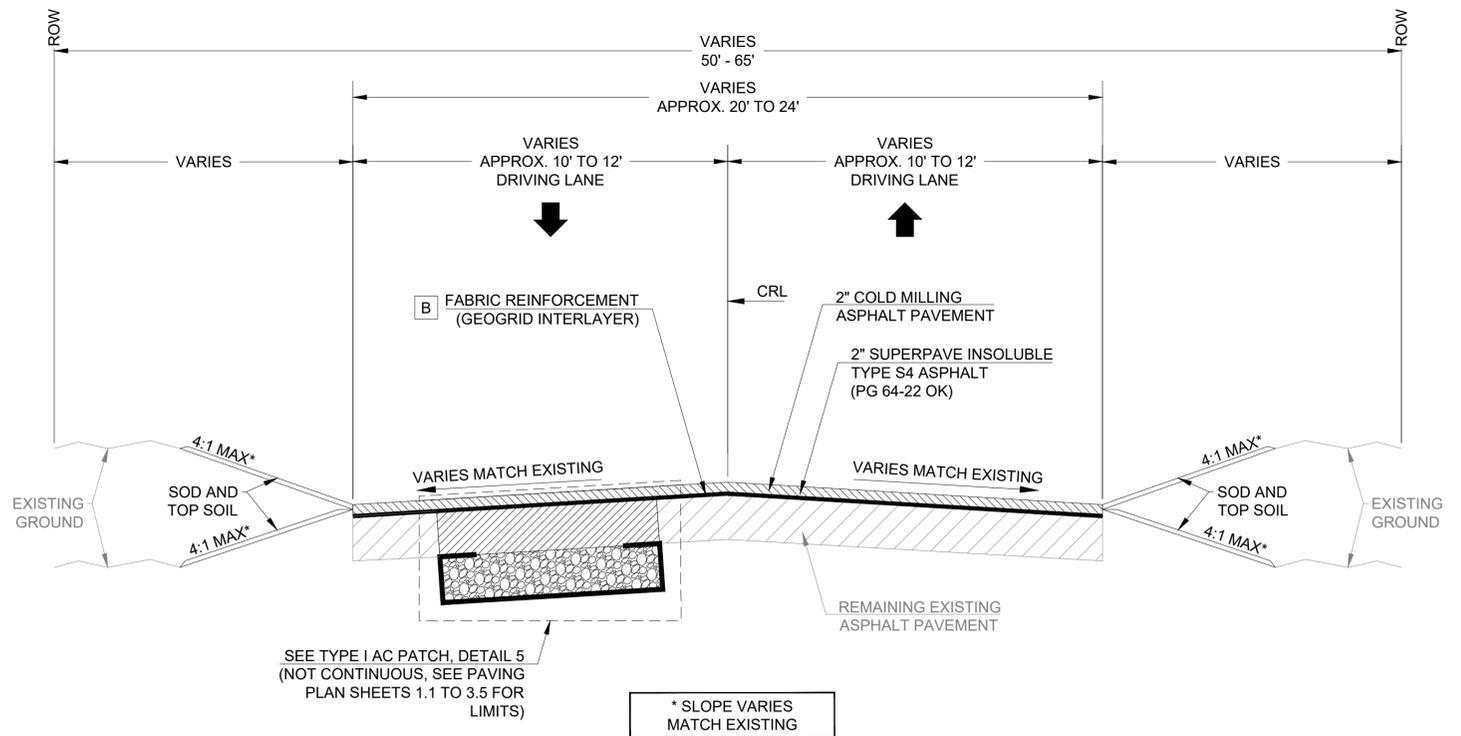
- NOTES:**
- A CURB AND GUTTER SHALL BE REPLACED AS SHOWN ON PLANS. IF CONTRACTOR DISTURBS EXISTING CURB & GUTTER NOT SCHEDULED TO BE REPLACED, IT SHALL BE REPLACED AT THEIR EXPENSE. NO ADDITIONAL PAYMENT SHALL BE MADE.
 - B PLACE TENSAR GP25 OR APPROVE EQUAL ON ALL MILLED SURFACES.
 - C GEOTEXTILE SEPARATOR FABRIC SHALL BE MIRAFI RS5801 OR EQUIVALENT.



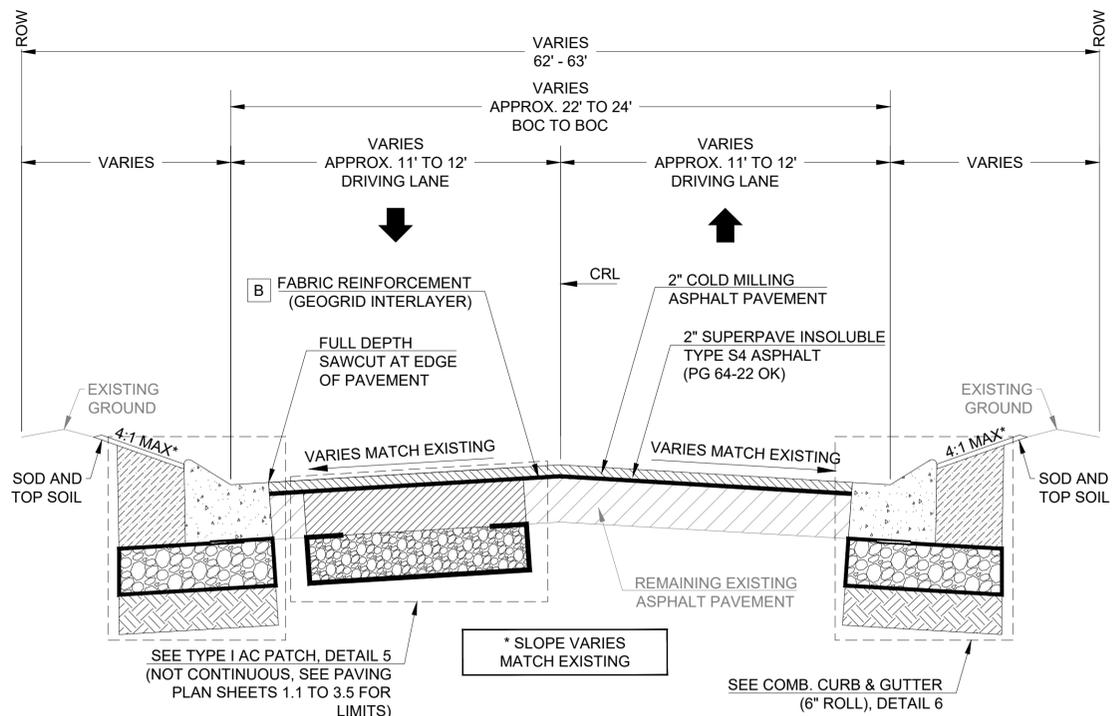
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	JPS		JPS	
SHEET NO. C-100	PROJECT NO. ST25320			



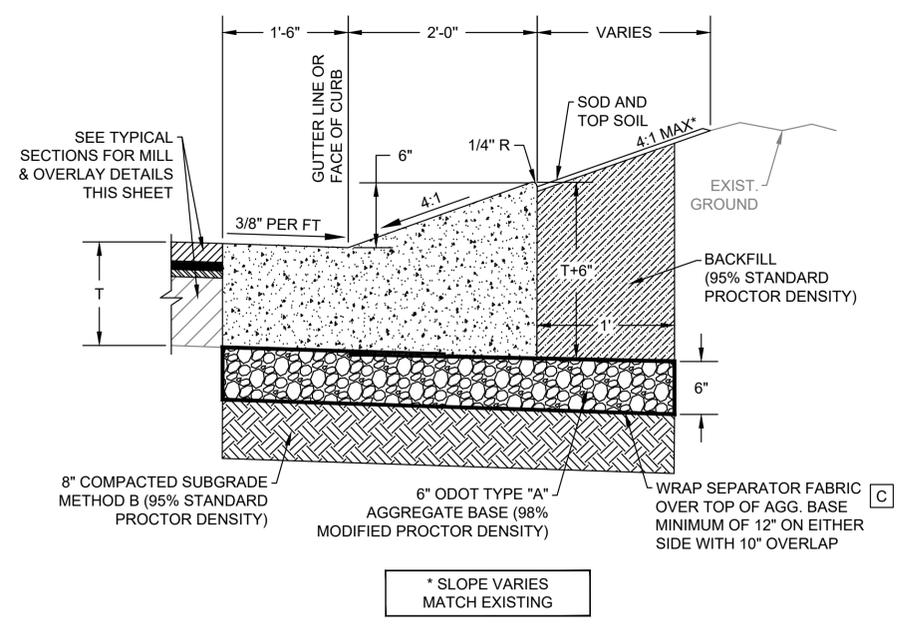
1 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
EXISTING CURB AND GUTTER BOTH SIDES
STA. 101+79 TO STA. 104+83, STA. 105+55 TO STA. 110+18



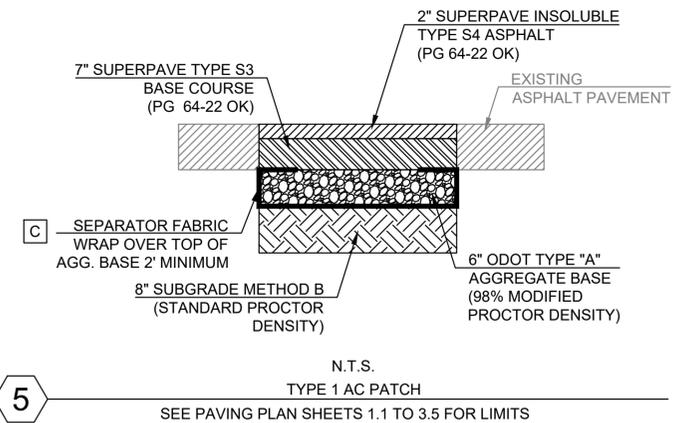
2 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
NO CURB AND GUTTER BOTH SIDES
STA. 110+18 TO STA. 110+48(L) AND 113+49(R), STA. 115+83 TO STA. 133+88



3 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
PROPOSED ROLL CURB AND GUTTER BOTH SIDES
STA. 110+48(L) AND STA. 113+49(R) TO STA. 115+83

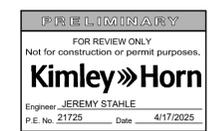


6 N.T.S.
COMB. CURB & GUTTER (6" ROLL) DETAIL
MATCH EXISTING CONDITIONS
SEE PAVING PLAN SHEETS 2.1 TO 2.5 FOR LIMITS



5 N.T.S.
TYPE 1 AC PATCH
SEE PAVING PLAN SHEETS 1.1 TO 3.5 FOR LIMITS

- NOTES:
- A CURB AND GUTTER SHALL BE REPLACED AS SHOWN ON PLANS. IF CONTRACTOR DISTURBS EXISTING CURB & GUTTER NOT SCHEDULED TO BE REPLACED, IT SHALL BE REPLACED AT THEIR EXPENSE. NO ADDITIONAL PAYMENT SHALL BE MADE.
 - B PLACE TENSAR GP25 OR APPROVE EQUAL ON ALL MILLED SURFACES.
 - C GEOTEXTILE SEPARATOR FABRIC SHALL BE MIRAFI RS5801 OR EQUIVALENT.

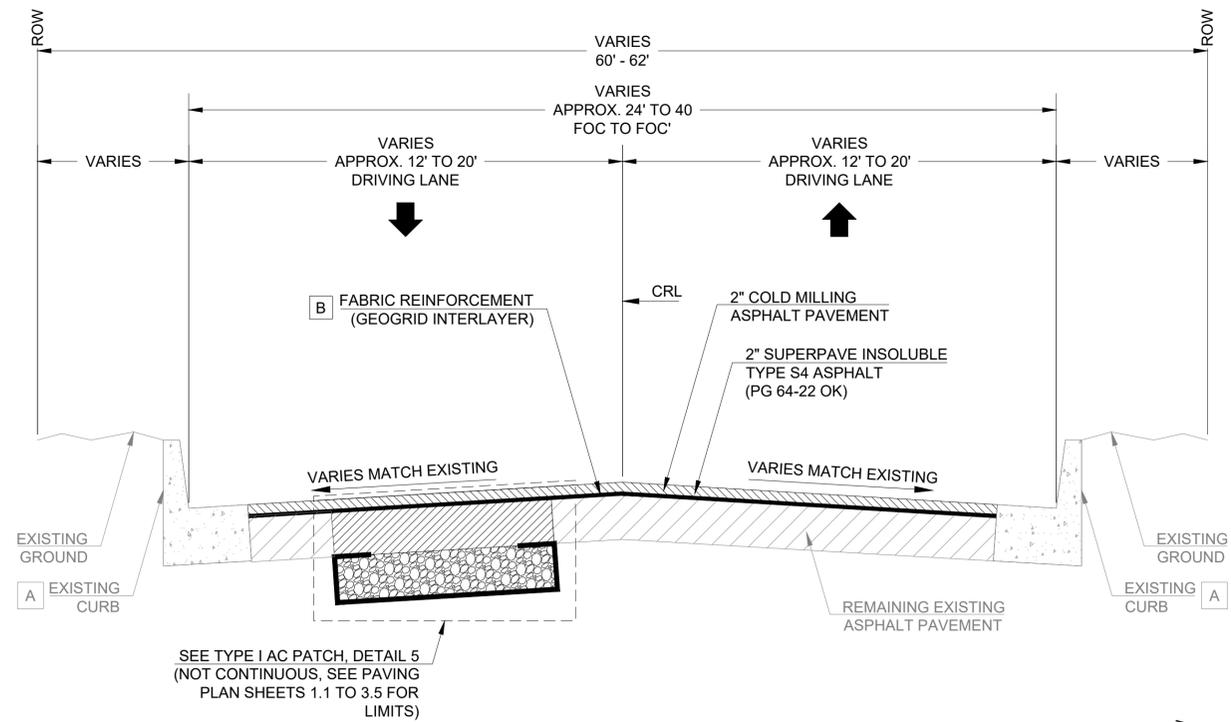


CONCEPTUAL PLANS

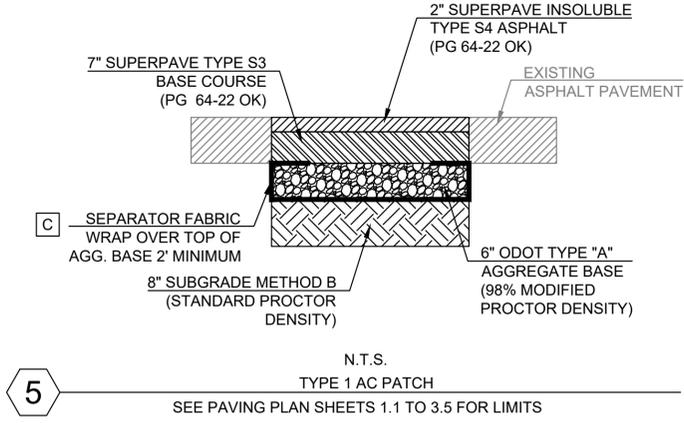
DALLAS STREET REHABILITATION

TYPICAL SECTIONS OPTION 2

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	JPS		JPS	
SHEET NO. C-101	PROJECT NO. ST25320			

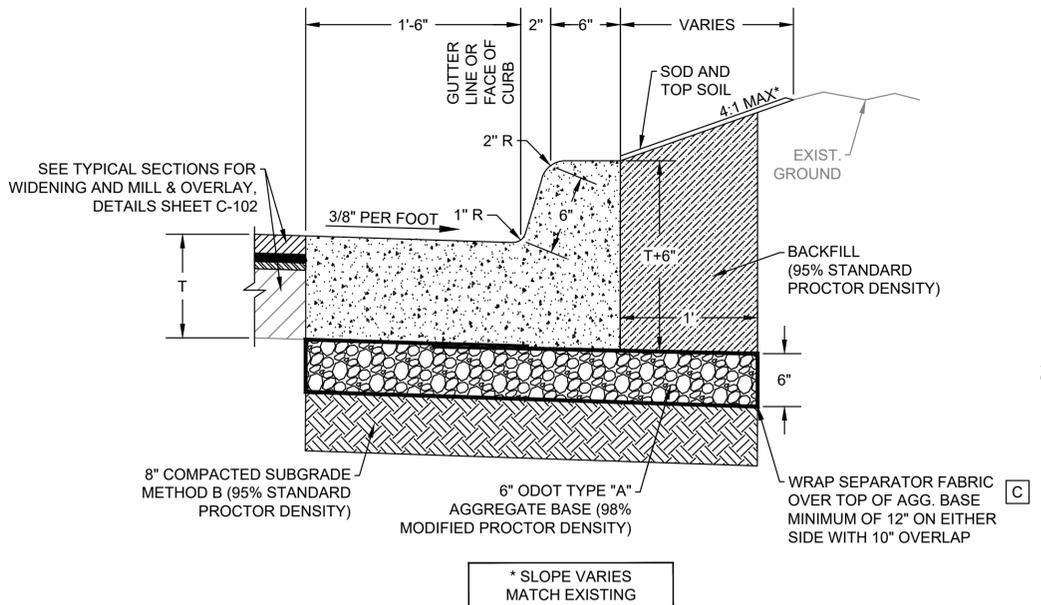


1 N.T.S.
RESIDENTIAL MILL & OVERLAY TYPICAL SECTION
EXISTING CURB AND GUTTER BOTH SIDES
STA. 101+79 TO STA. 104+83

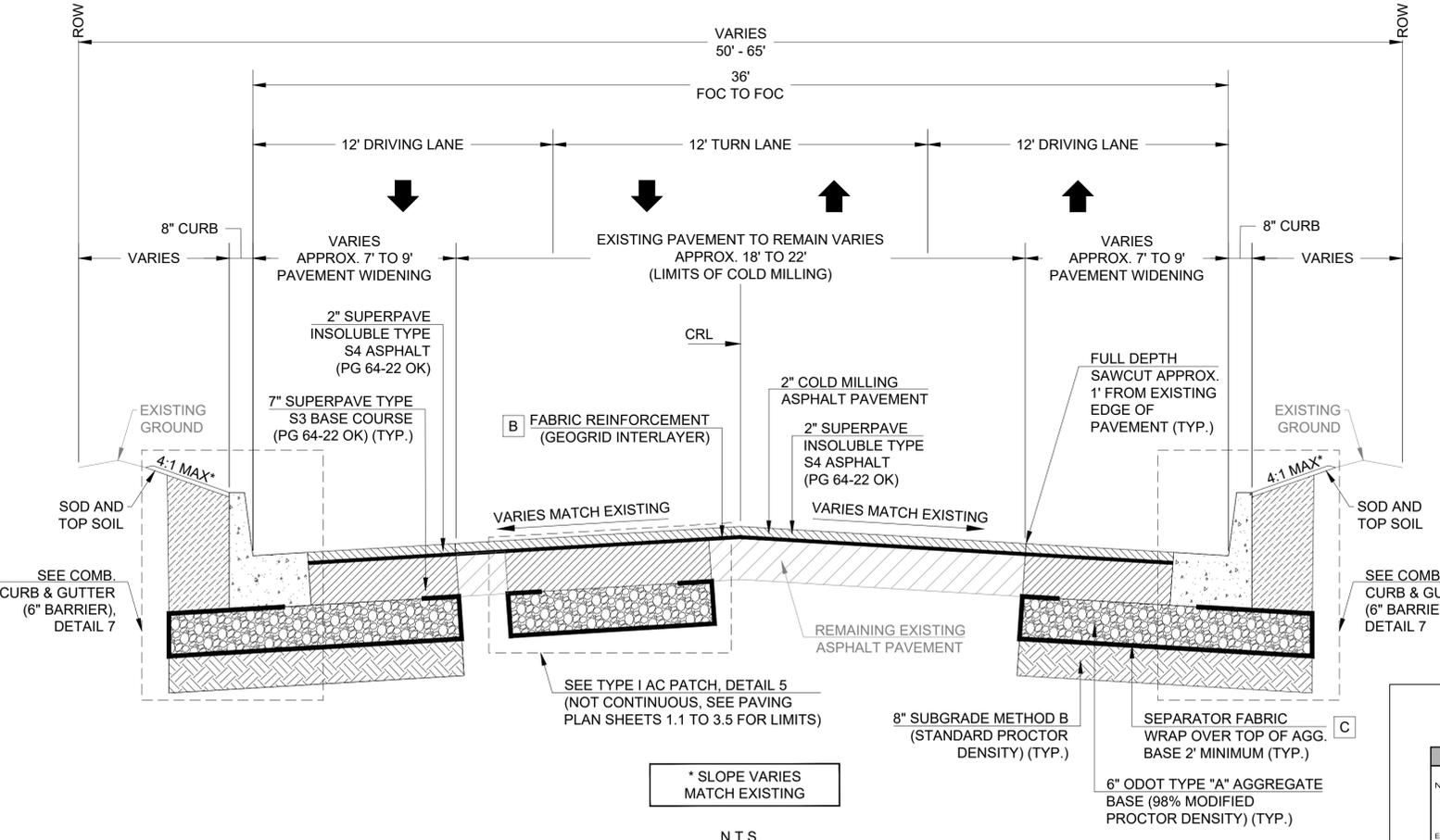


5 N.T.S.
TYPE 1 AC PATCH
SEE PAVING PLAN SHEETS 1.1 TO 3.5 FOR LIMITS

- NOTES:
- A CURB AND GUTTER SHALL BE REPLACED AS SHOWN ON PLANS. IF CONTRACTOR DISTURBS EXISTING CURB & GUTTER NOT SCHEDULED TO BE REPLACED, IT SHALL BE REPLACED AT THEIR EXPENSE. NO ADDITIONAL PAYMENT SHALL BE MADE.
 - B PLACE TENSAR GP25 OR APPROVE EQUAL ON ALL MILLED SURFACES.
 - C GEOTEXTILE SEPARATOR FABRIC SHALL BE MIRAFI RS5801 OR EQUIVALENT.



7 N.T.S.
COMB. CURB & GUTTER (6" BARRIER) DETAIL
MATCH EXISTING CONDITIONS
SEE PAVING PLAN SHEETS 3.1 TO 3.5 FOR LIMITS



4 N.T.S.
RESIDENTIAL WIDENING AND MILL & OVERLAY TYPICAL SECTION
PROPOSED BARRIER CURB AND GUTTER BOTH SIDES
STA. 105+55 TO STA. 133+88

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Kimley»Horn
Engineer: JEREMY STAHL
P.E. No. 21725 Date: 4/17/2025

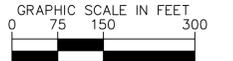
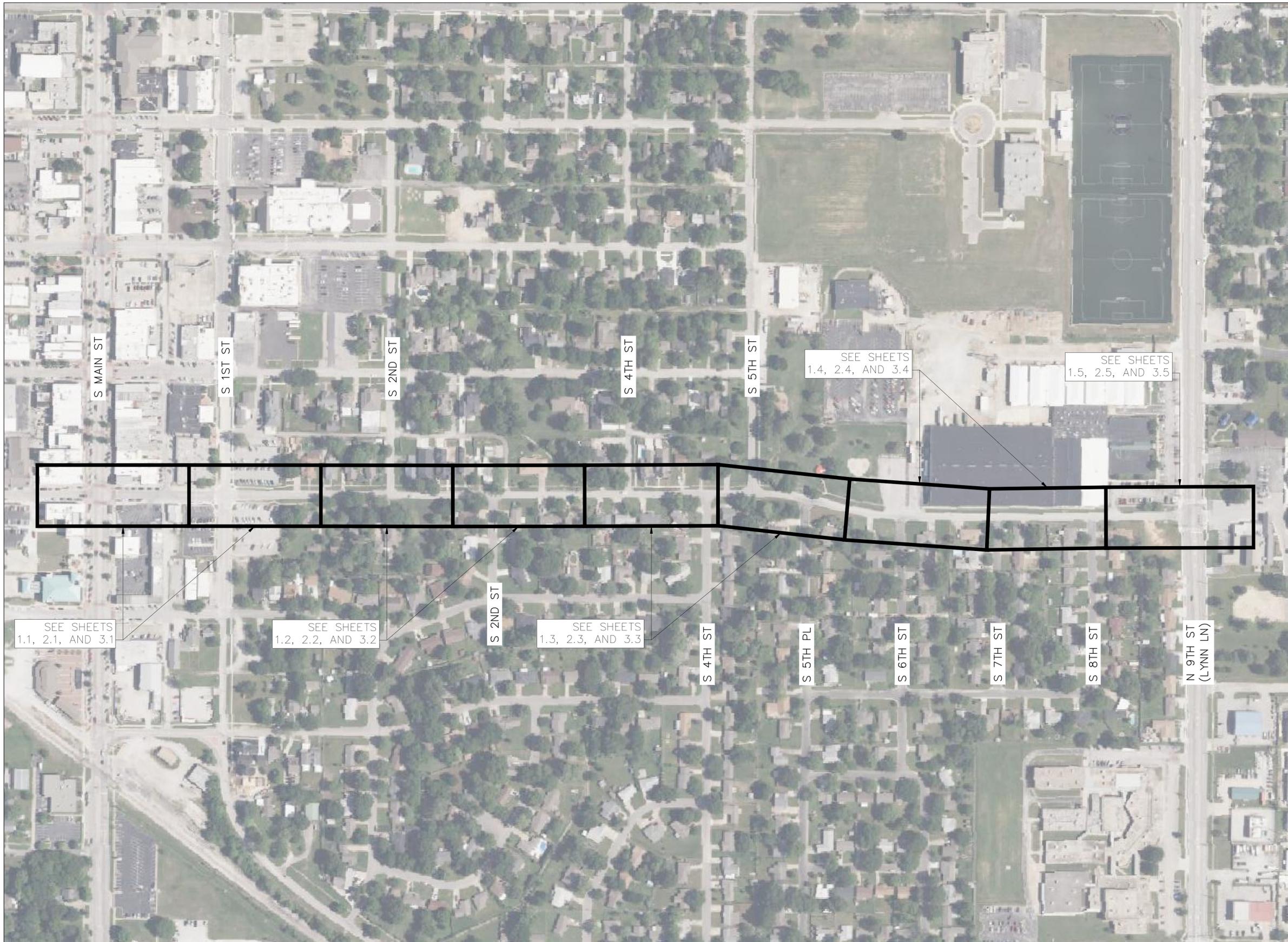


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

TYPICAL SECTIONS OPTION 3

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORIZ. N/A	CDS		CDS	
VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	JPS		JPS	
SHEET NO. C-102	PROJECT NO. ST25320			



SEE SHEETS
1.1, 2.1, AND 3.1

SEE SHEETS
1.2, 2.2, AND 3.2

SEE SHEETS
1.3, 2.3, AND 3.3

SEE SHEETS
1.4, 2.4, AND 3.4

SEE SHEETS
1.5, 2.5, AND 3.5

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Kimley»Horn
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025

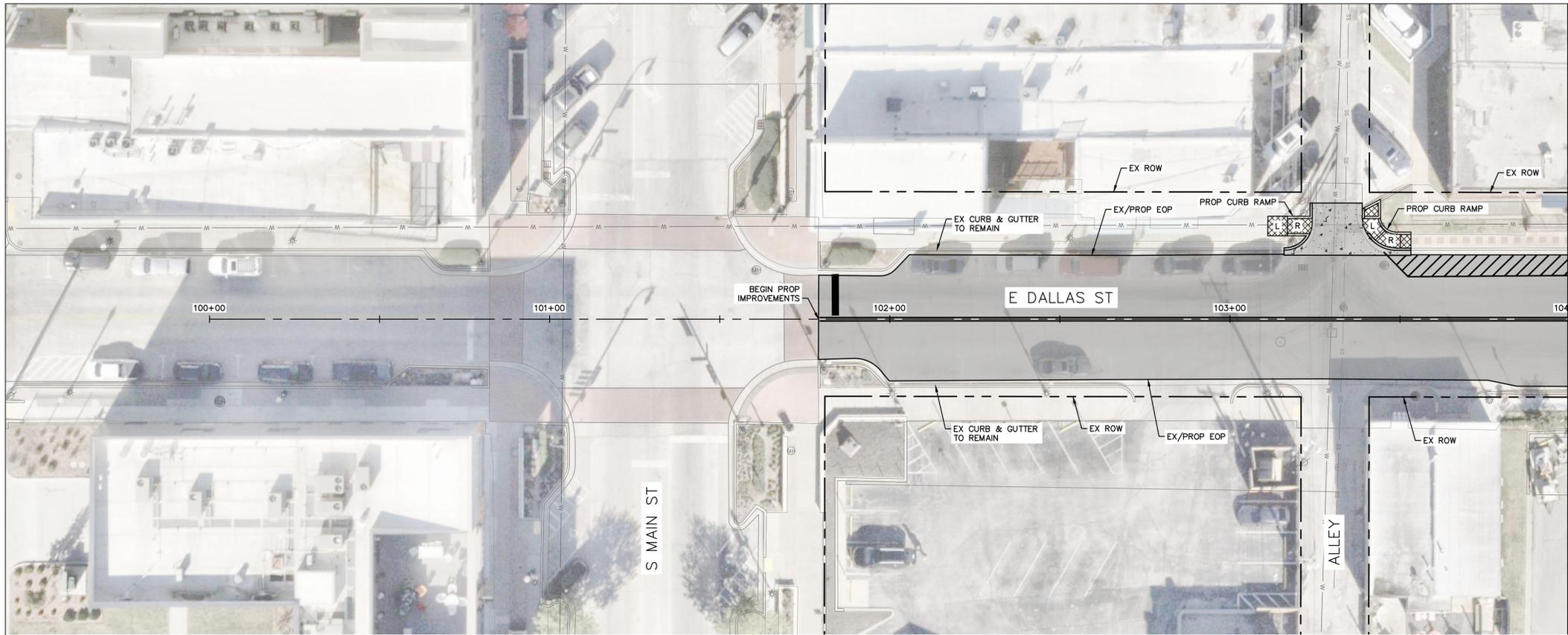


CONCEPTUAL
PLANS

DALLAS STREET
REHABILITATION

OVERALL PAVING
PLAN

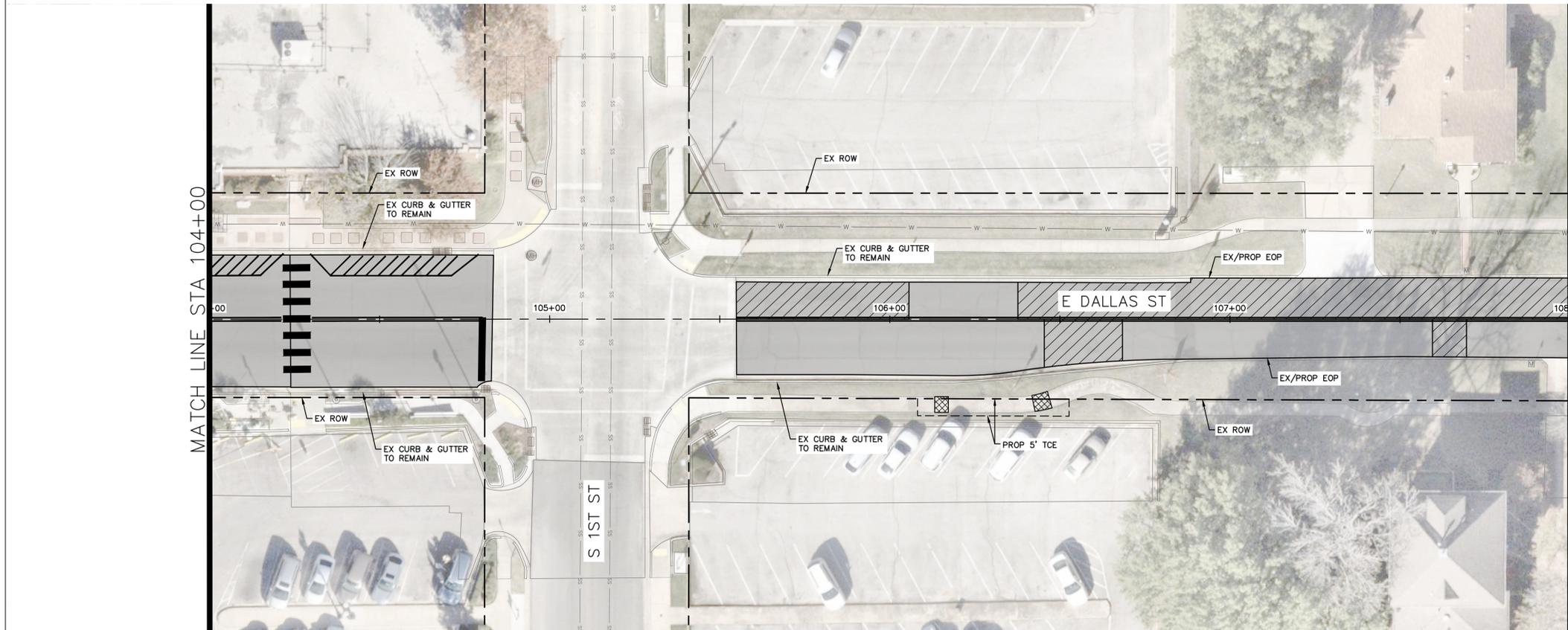
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	JPS		JPS	
SHEET NO. C-103	PROJECT NO. ST25320			



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

MATCH LINE STA 104+00



EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

MATCH LINE STA 104+00

MATCH LINE STA 108+00



CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 1
PAVING PLAN
BEG TO STA 108+00**

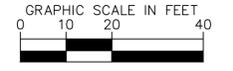
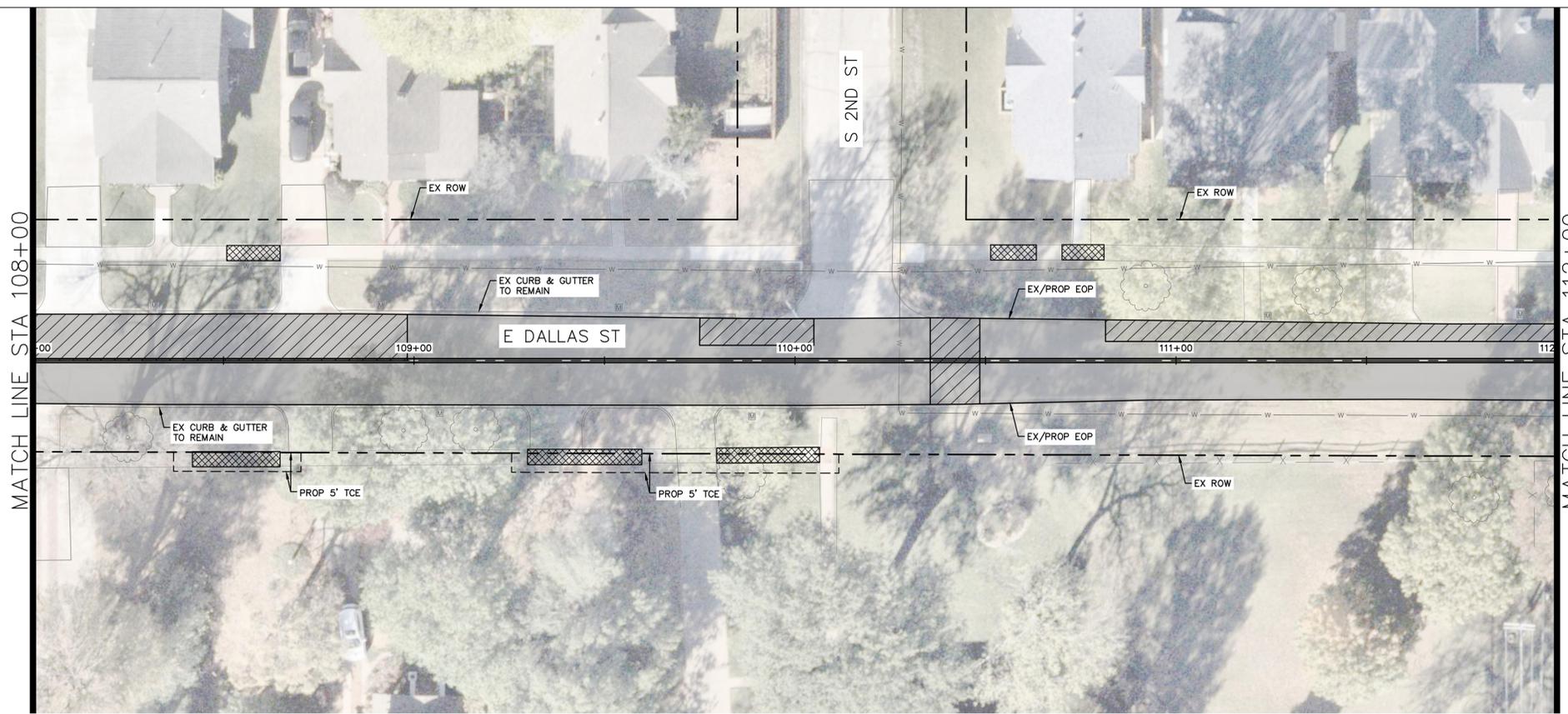
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SHEET NO. 1.1	PROJECT NO. ST25320			

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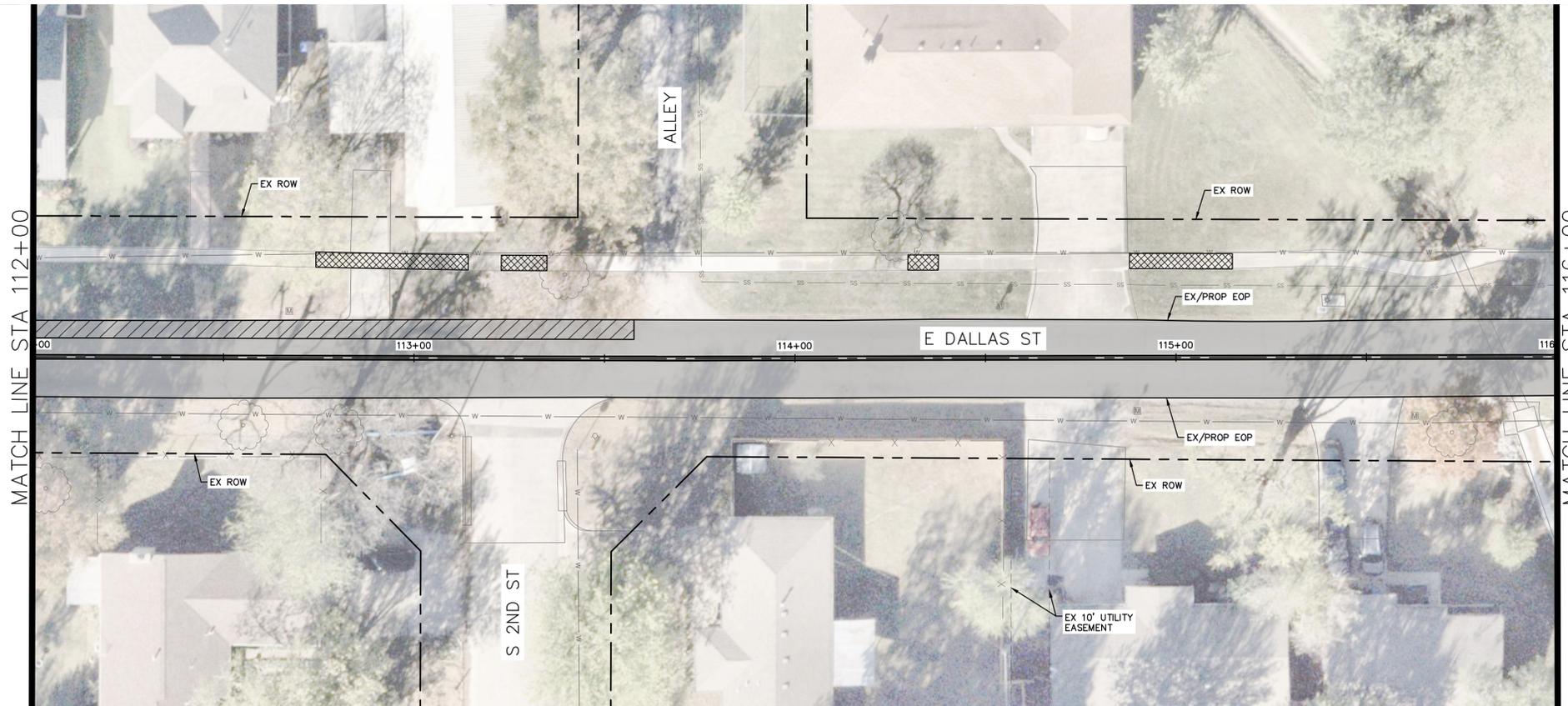
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



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Kimley»Horn
 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

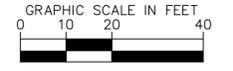
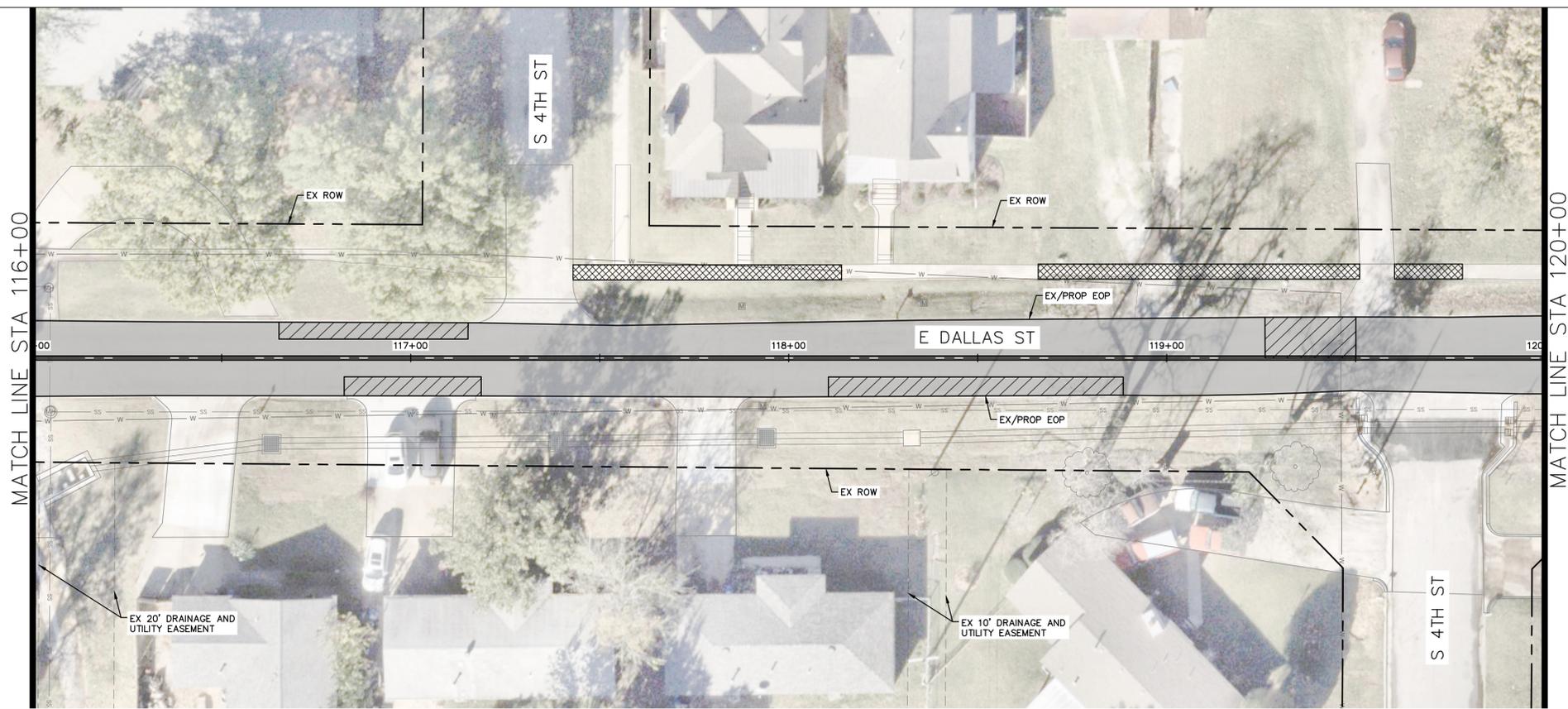


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 1 PAVING PLAN
 STA 108+00 TO STA 116+00**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
	CDS		CDS	
DRAWING NAME:	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
SHEET NO. 1.2	PROJECT NO. ST25320			



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
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	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



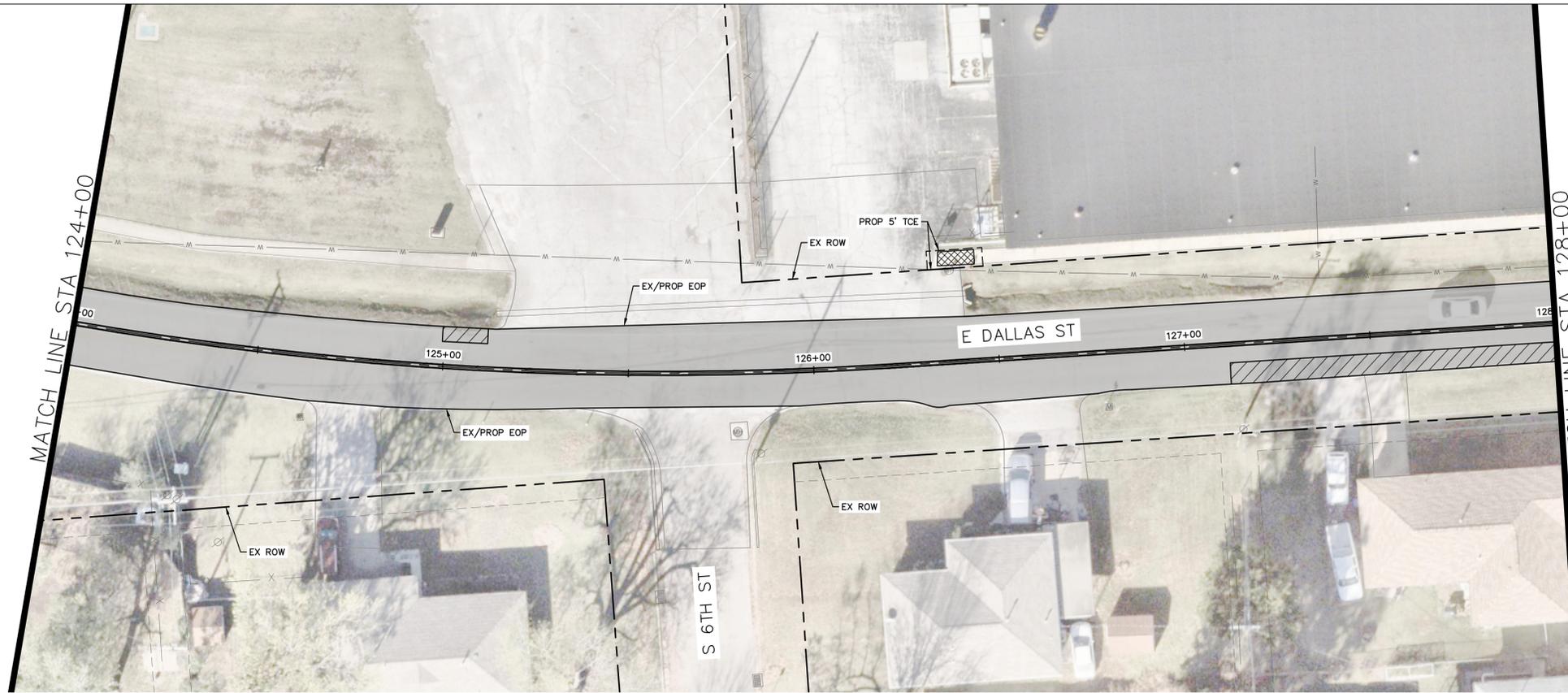
CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

OPTION 1
PAVING PLAN
STA 116+00 TO STA 124+00

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
	CDS		CDS	
DRAWING NAME: SHEET NO. 1.3	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				

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Kimley Horn
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

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 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

CITY OF BROKEN ARROW
 Where opportunity lives

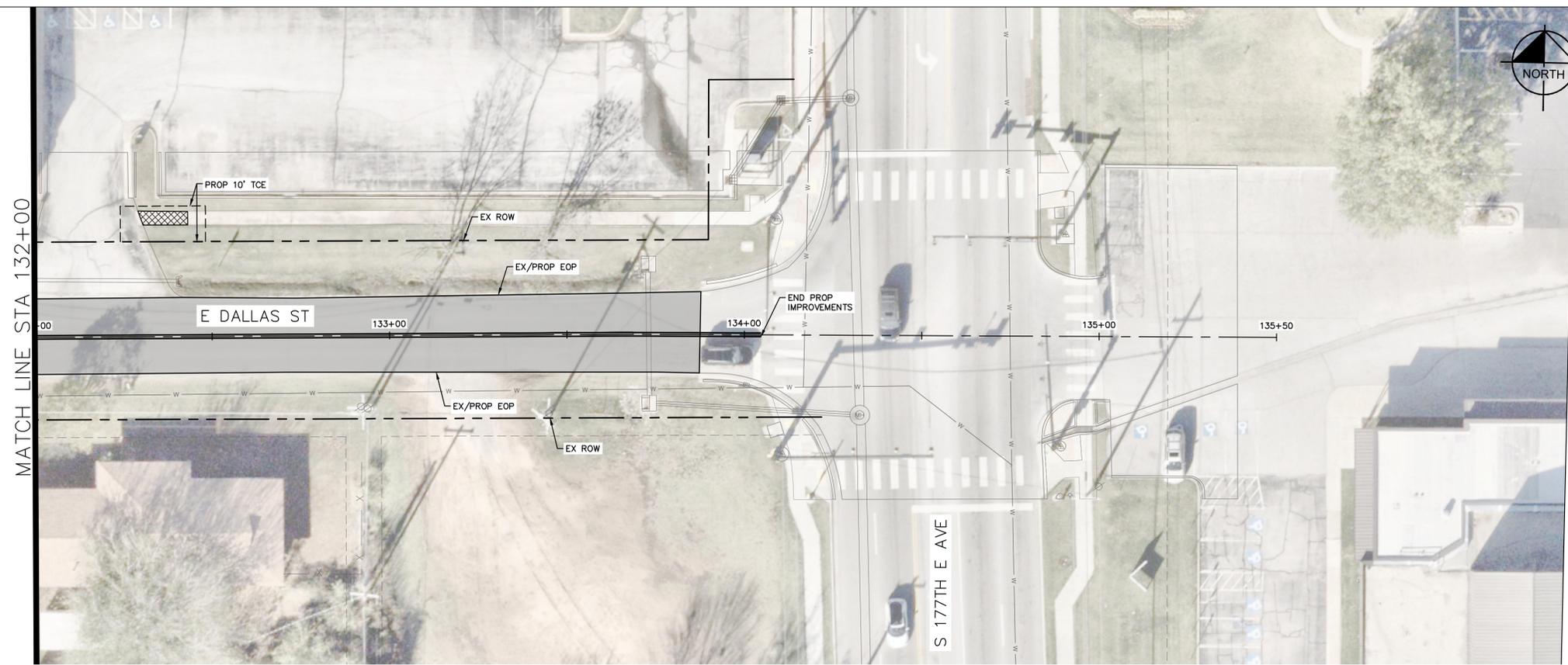
Kimley»Horn

CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 1 PAVING PLAN
 STA 124+00 TO STA 132+00**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
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DRAWING NAME: SHEET NO. 1.4	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND	
	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

PRELIMINARY

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Kimley»Horn

Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025

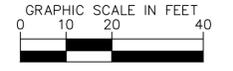
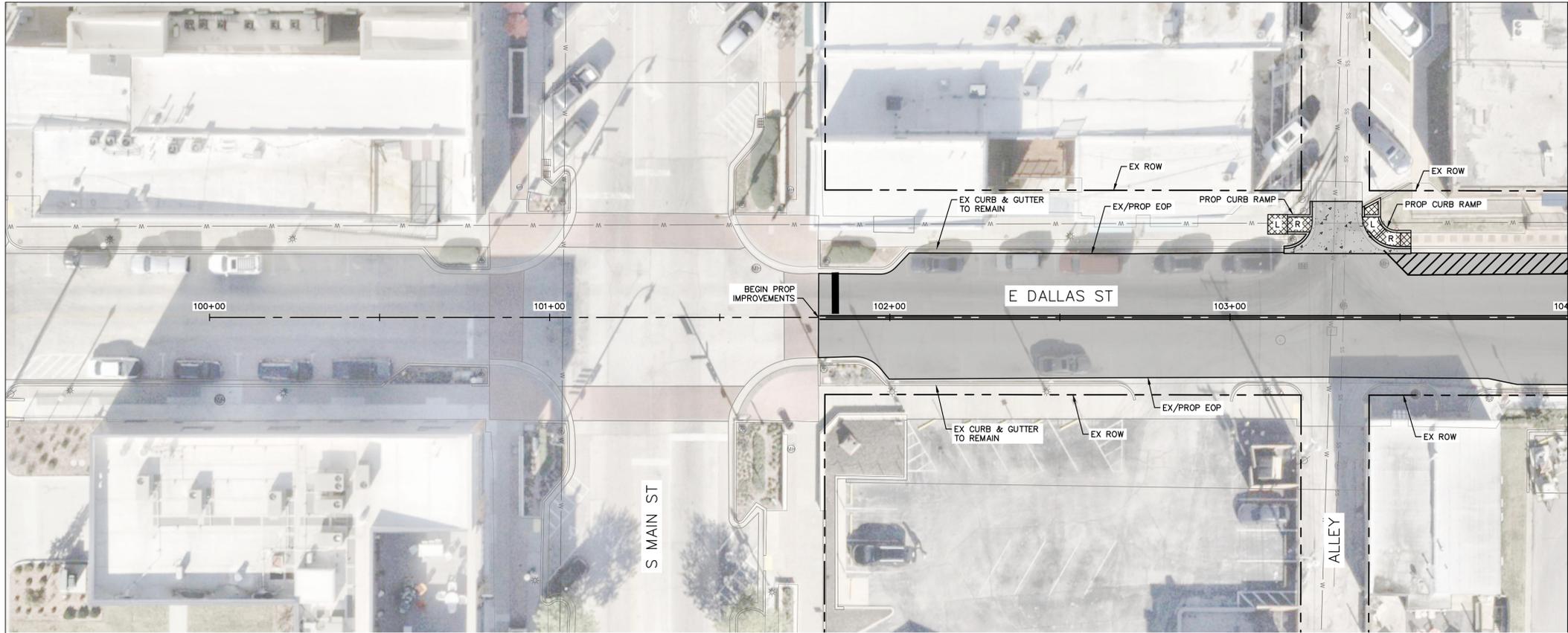


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

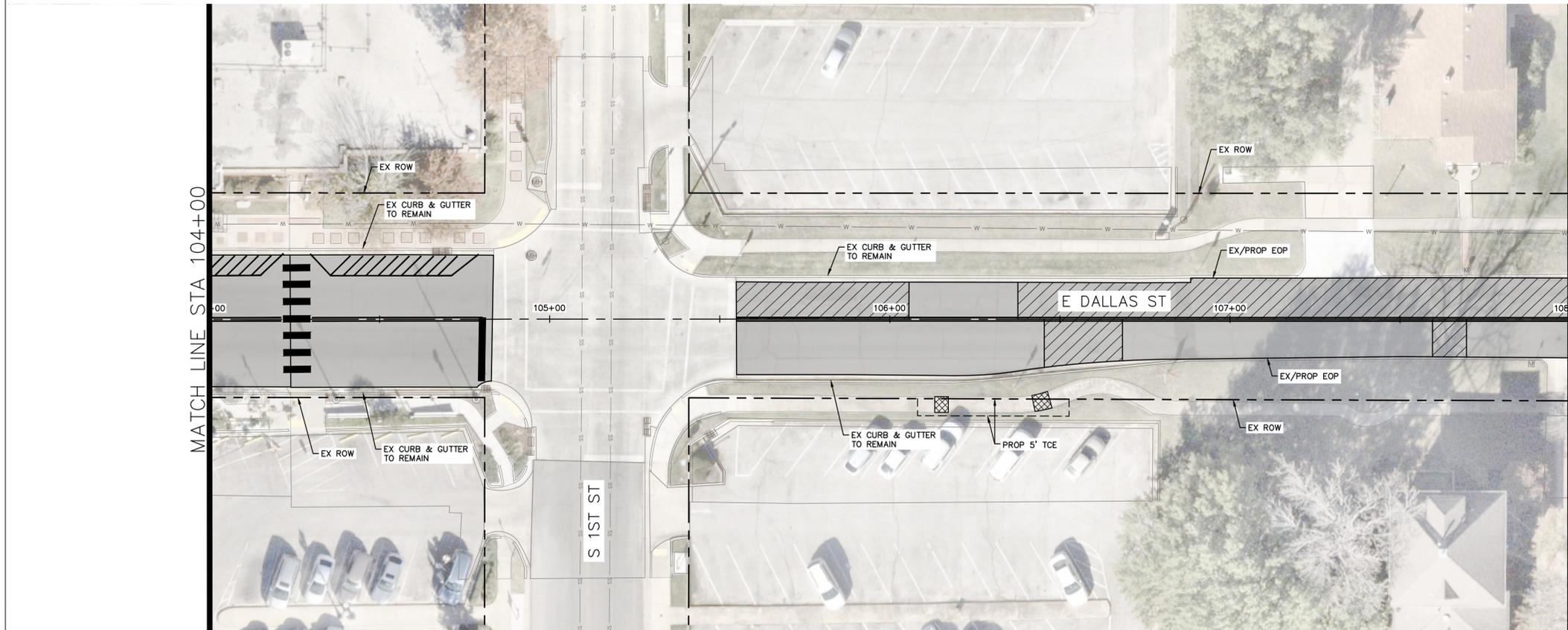
OPTION 1
PAVING PLAN
STA 132+00 TO END

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
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DRAWING NAME:	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
SHEET NO. 1.5	PROJECT NO. ST25320			



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT



EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 2 PAVING PLAN
BEG TO STA 108+00**

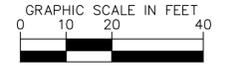
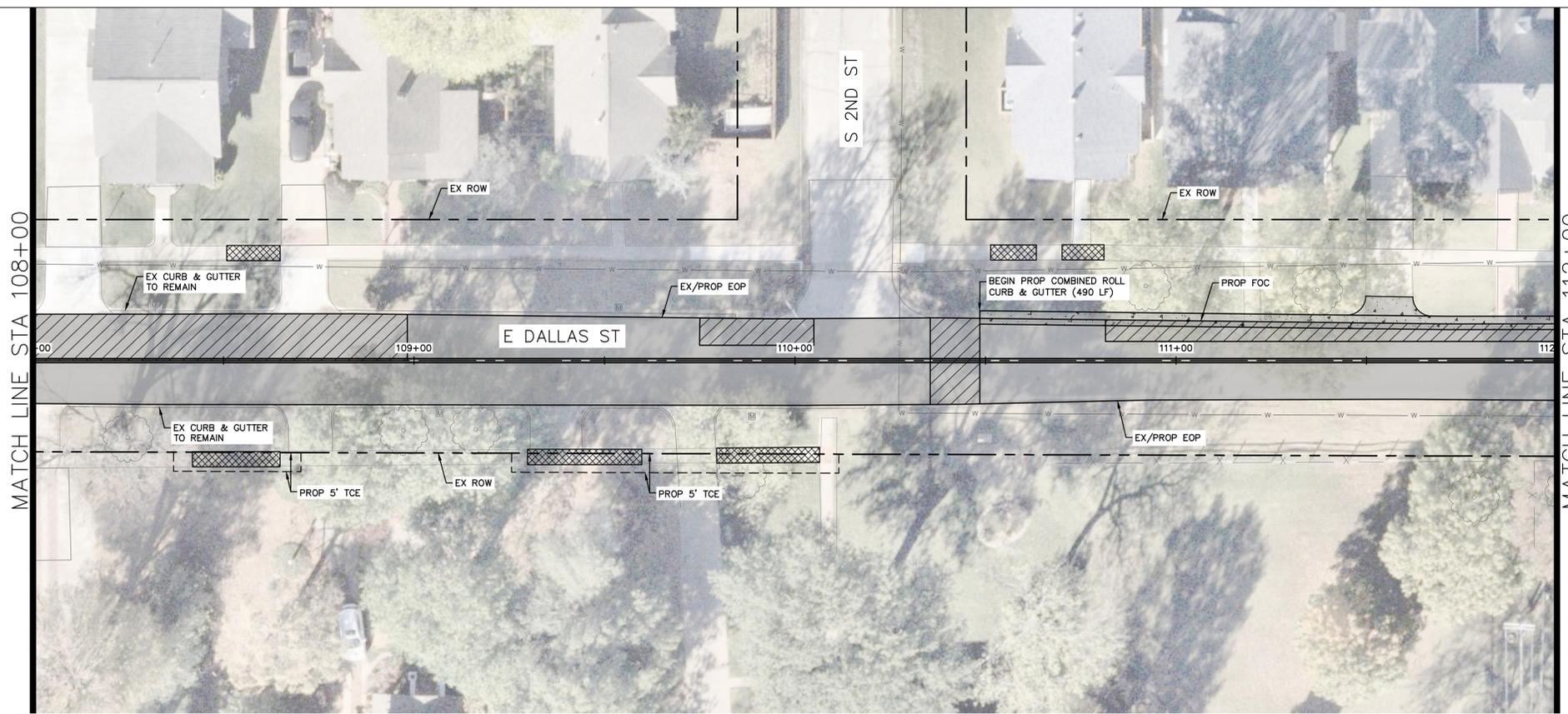
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
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SHEET NO. 2.1	PROJECT NO. ST25320			

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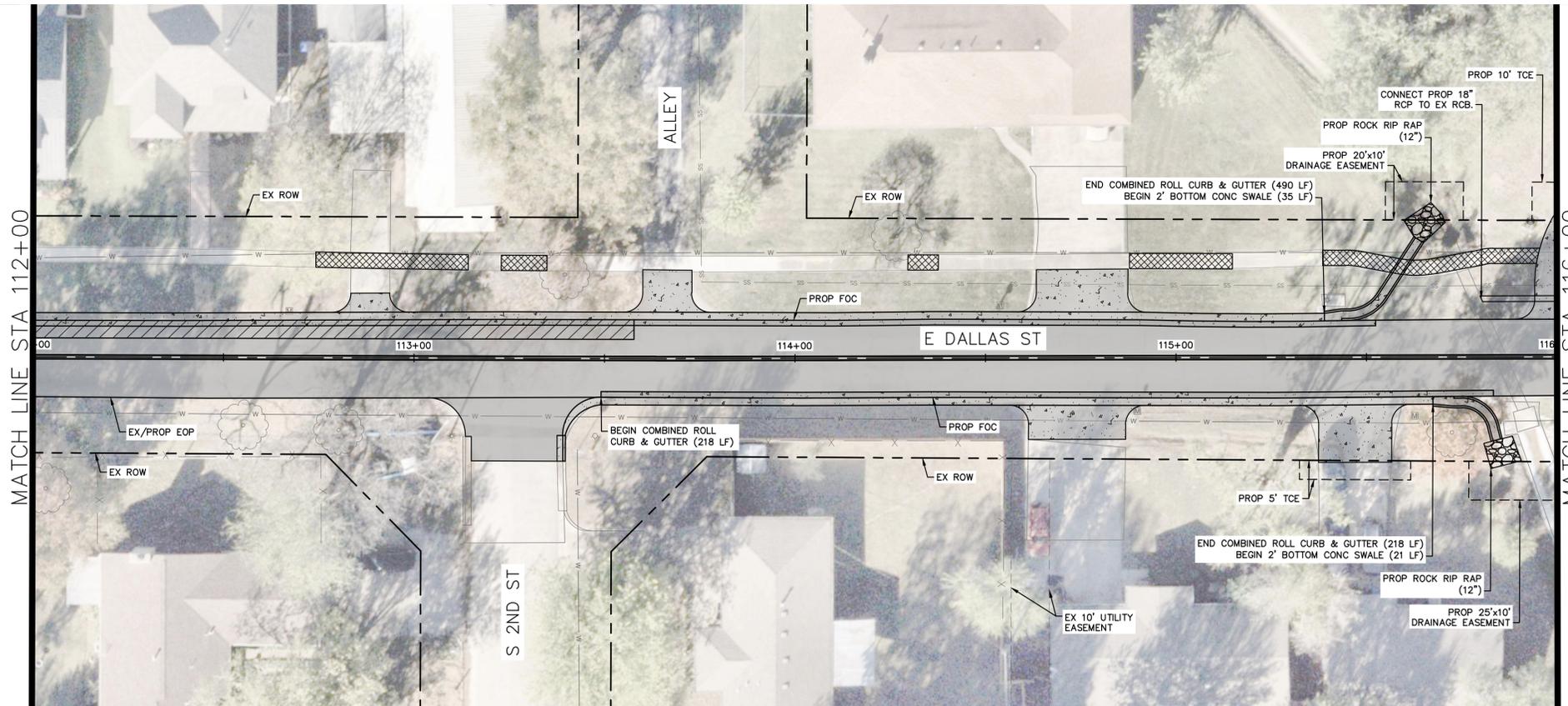
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

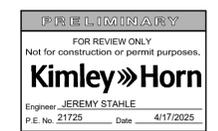


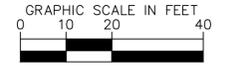
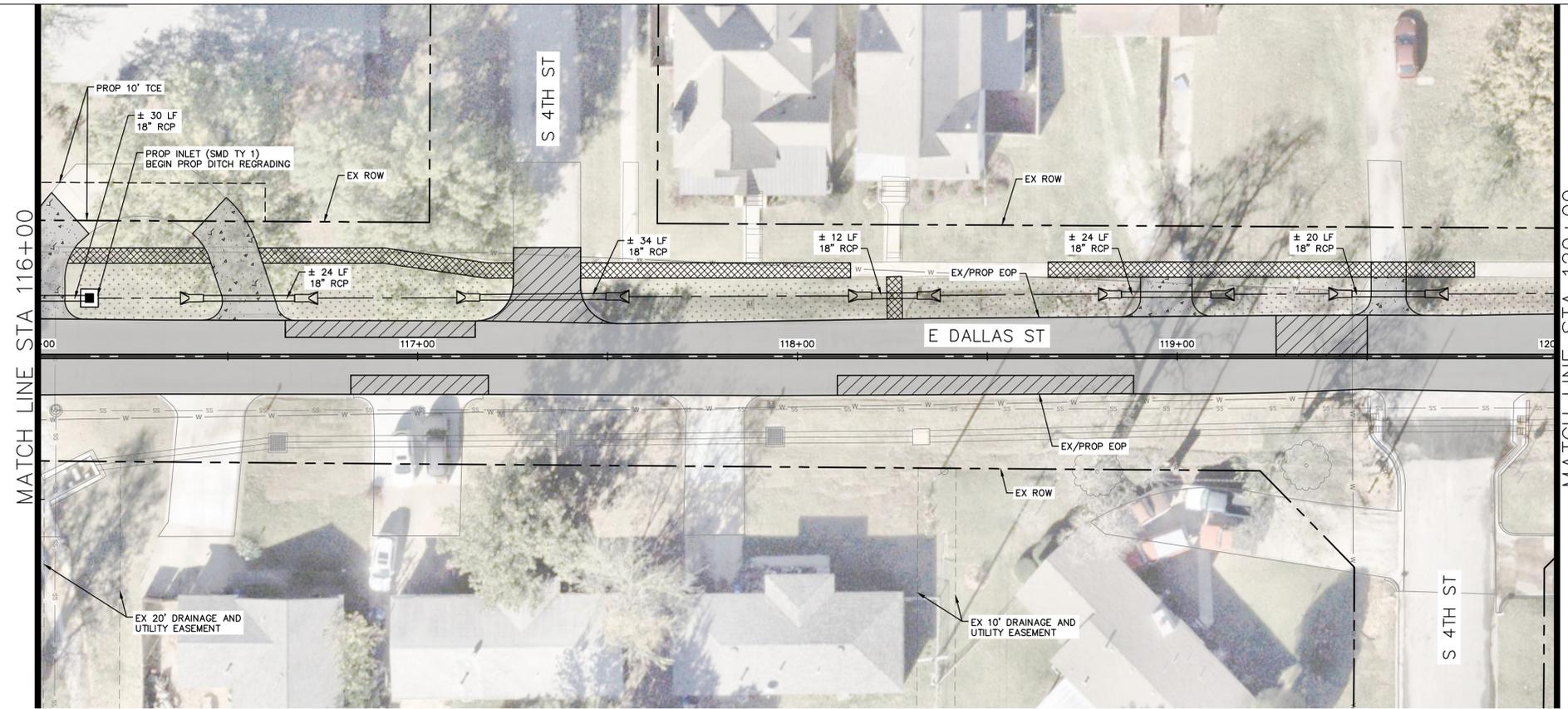
CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

OPTION 2 PAVING PLAN STA 108+00 TO STA 116+00

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
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VERT. N/A	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME:	JPS		JPS	
SHEET NO. 2.2	PROJECT NO. ST25320			





REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
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	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



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Kimley»Horn
 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

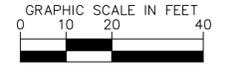
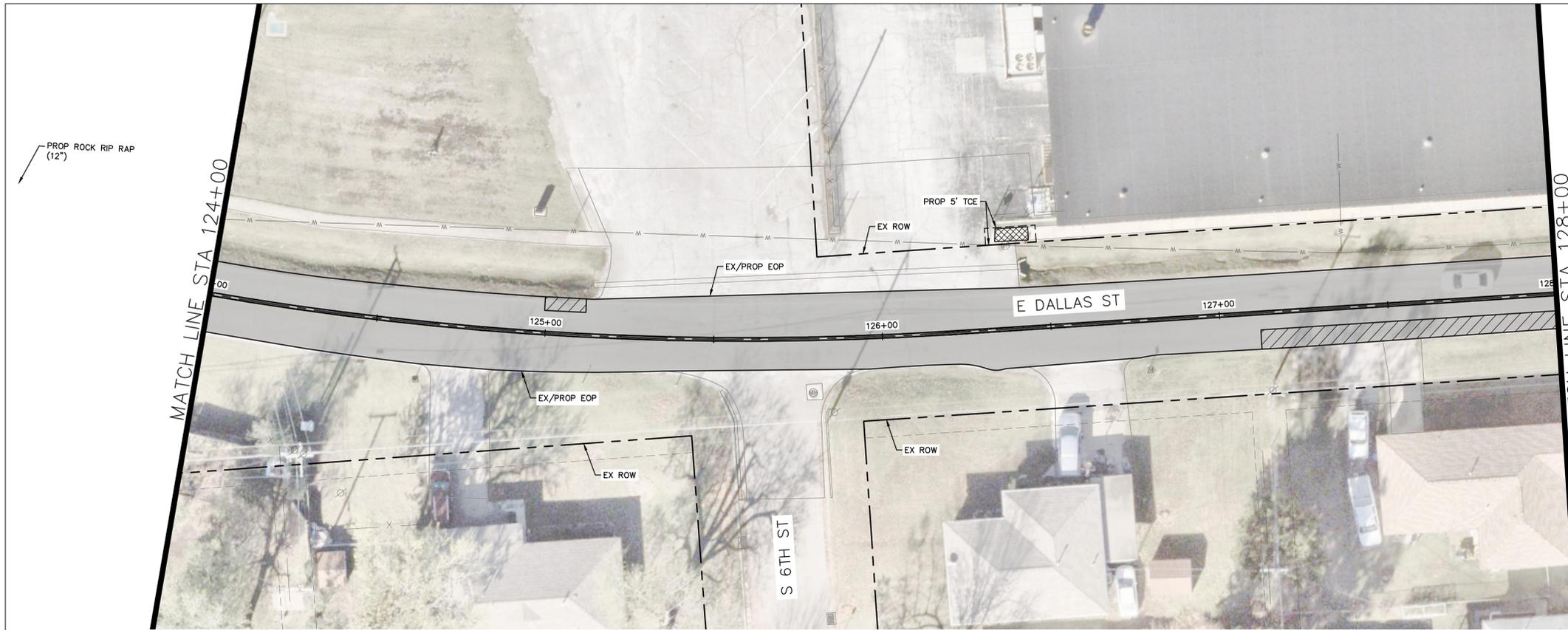


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 2 PAVING PLAN
 STA 116+00 TO STA 124+00**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
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DRAWING NAME: SHEET NO. 2.3	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
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	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



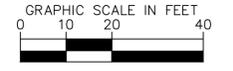
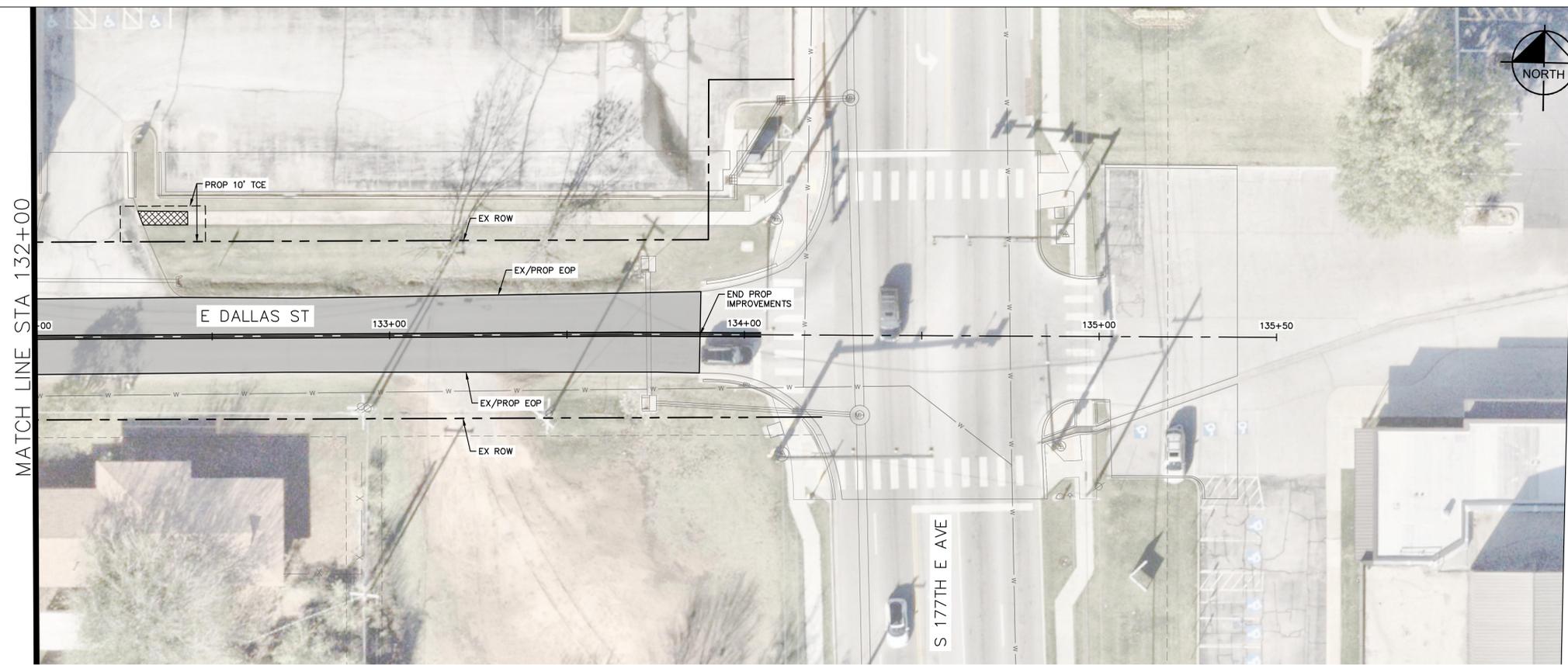
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 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 2 PAVING PLAN
 STA 124+00 TO STA 132+00**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
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DRAWING NAME: SHEET NO. 2.4	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND	
	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
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	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

PRELIMINARY

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Kimley»Horn

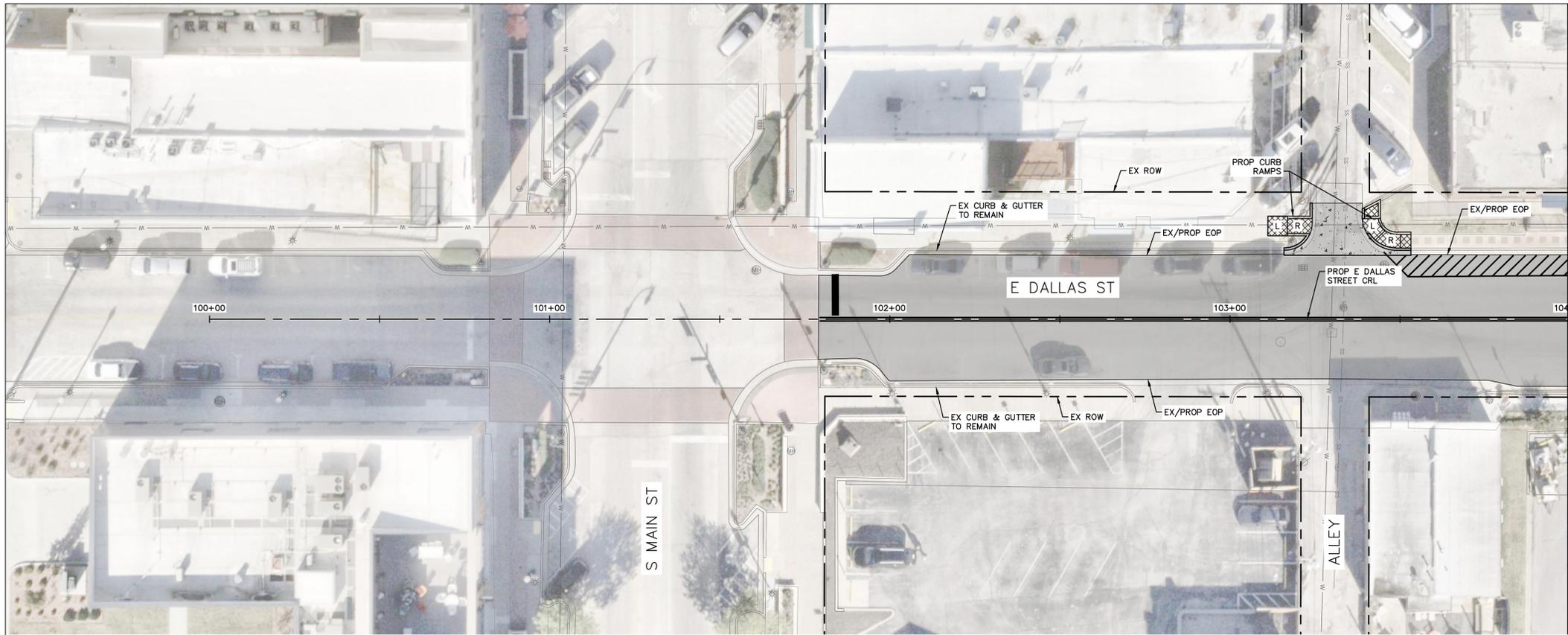
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025

CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

OPTION 2
PAVING PLAN
STA 132+00 TO END

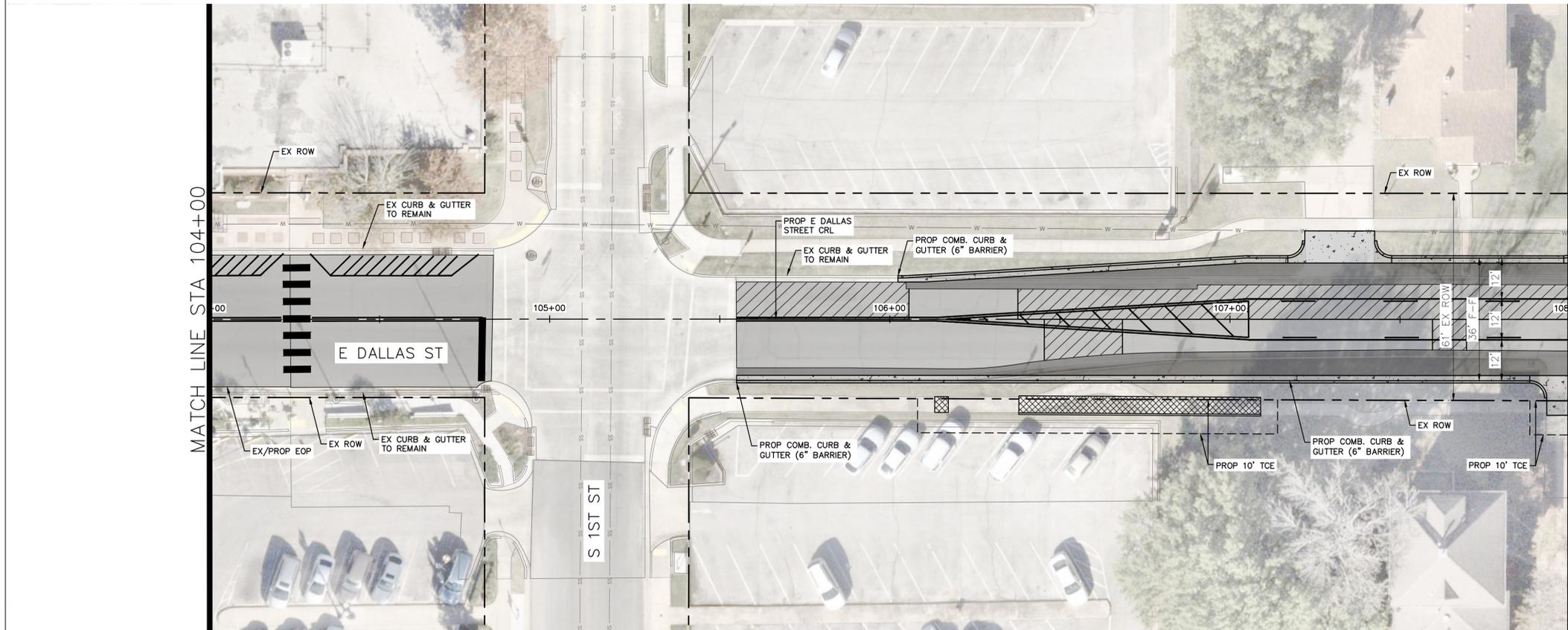
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DRAWING NAME: SHEET NO. 2.5	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT

MATCH LINE STA 104+00



EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

MATCH LINE STA 104+00

MATCH LINE STA 108+00



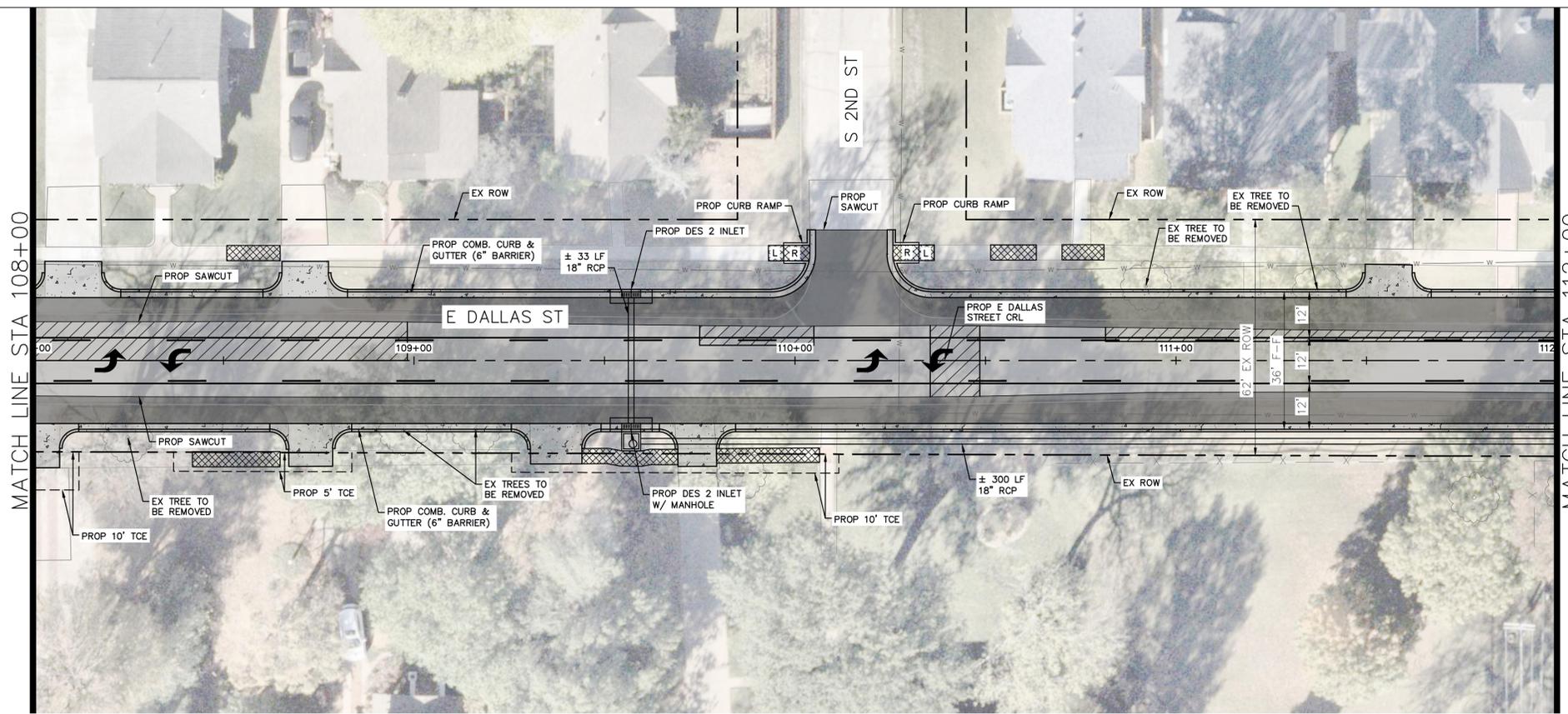
CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 3
PAVING PLAN
BEG TO STA 108+00**

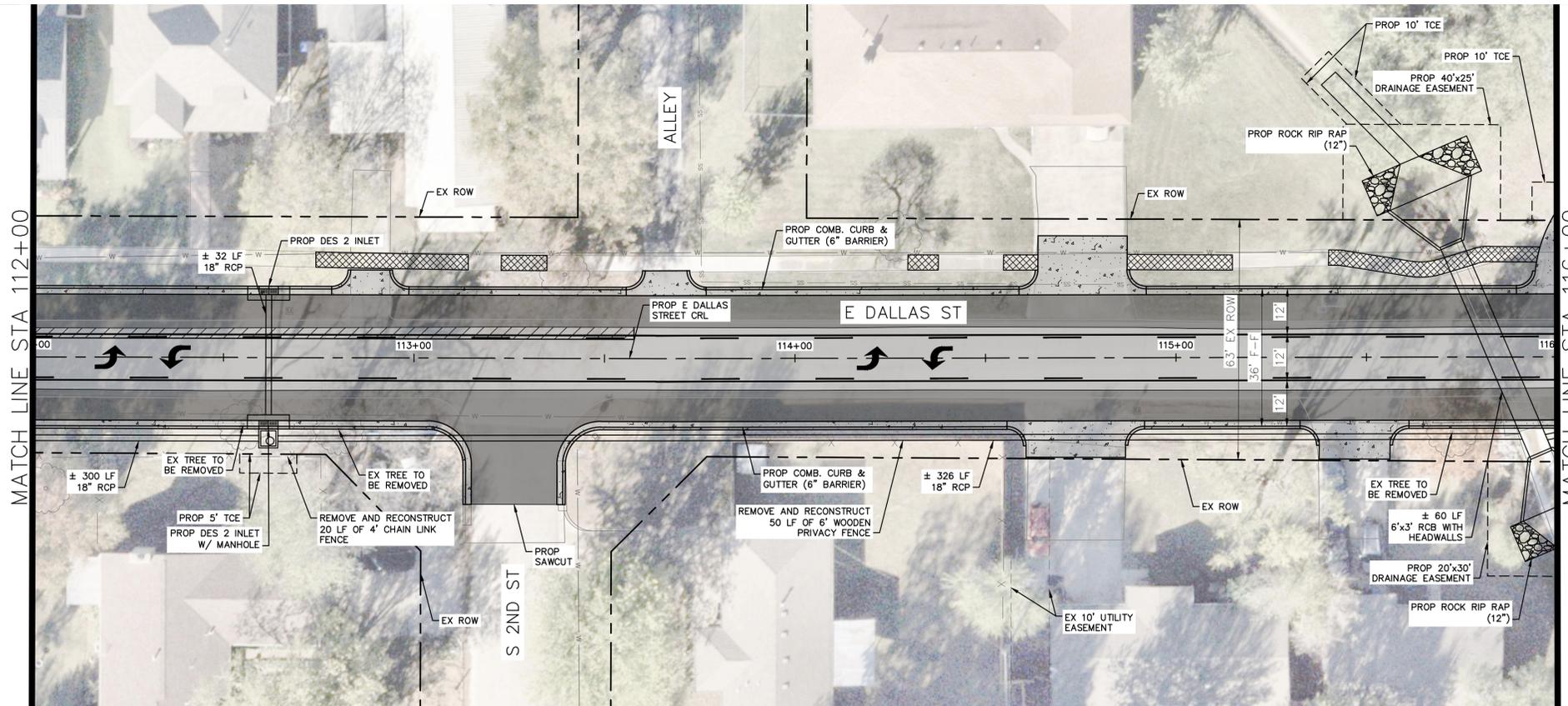
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	JPS		JPS	
PROJECT NO. ST25320				

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Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
	EX OVERHEAD ELECTRIC
	EX COMMUNICATION LINE
	EX TELEPHONE LINE
	EX GAS LINE
	EX STORM DRAIN
	PROP STORM DRAIN
	EX ROW
	EX EASEMENT
	PROP EASEMENT



EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



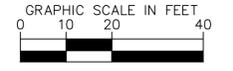
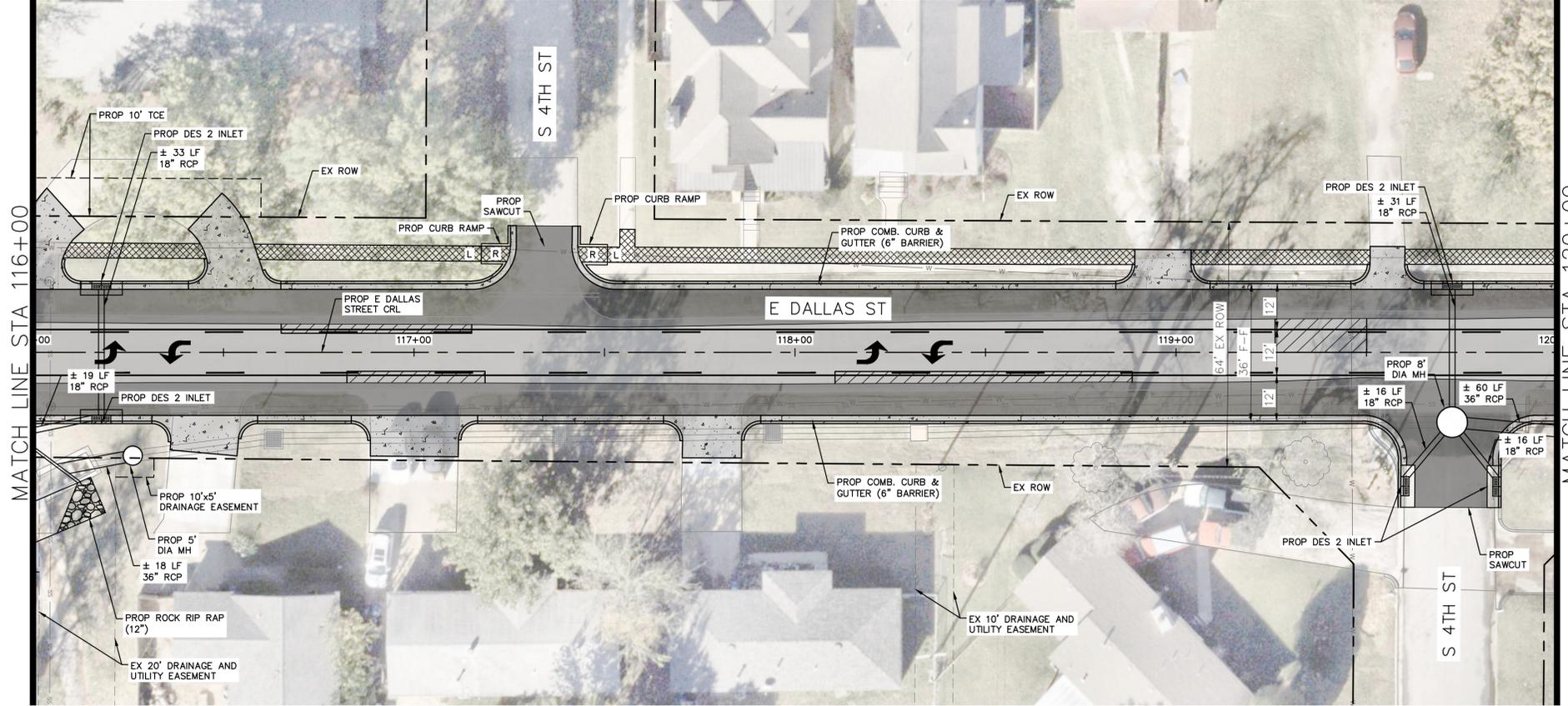
CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

OPTION 3 PAVING PLAN STA 108+00 TO STA 116+00

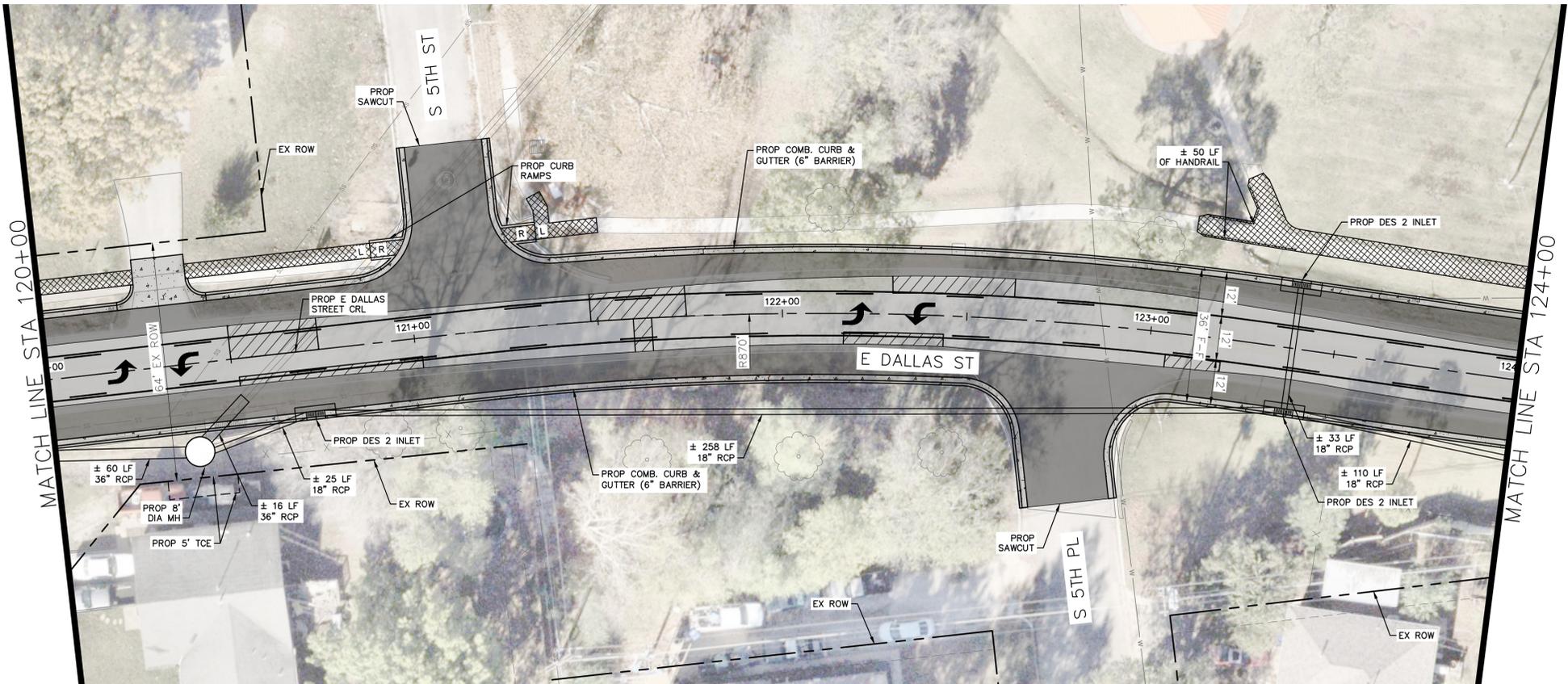
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DRAWING NAME:	JPS		JPS	
SHEET NO. 3.2	PROJECT NO. ST25320			

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn
Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2\"/>
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
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ROW	RIGHT-OF-WAY
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FOC	FACE OF CURB

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction or permit purposes.
Kimley»Horn
 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

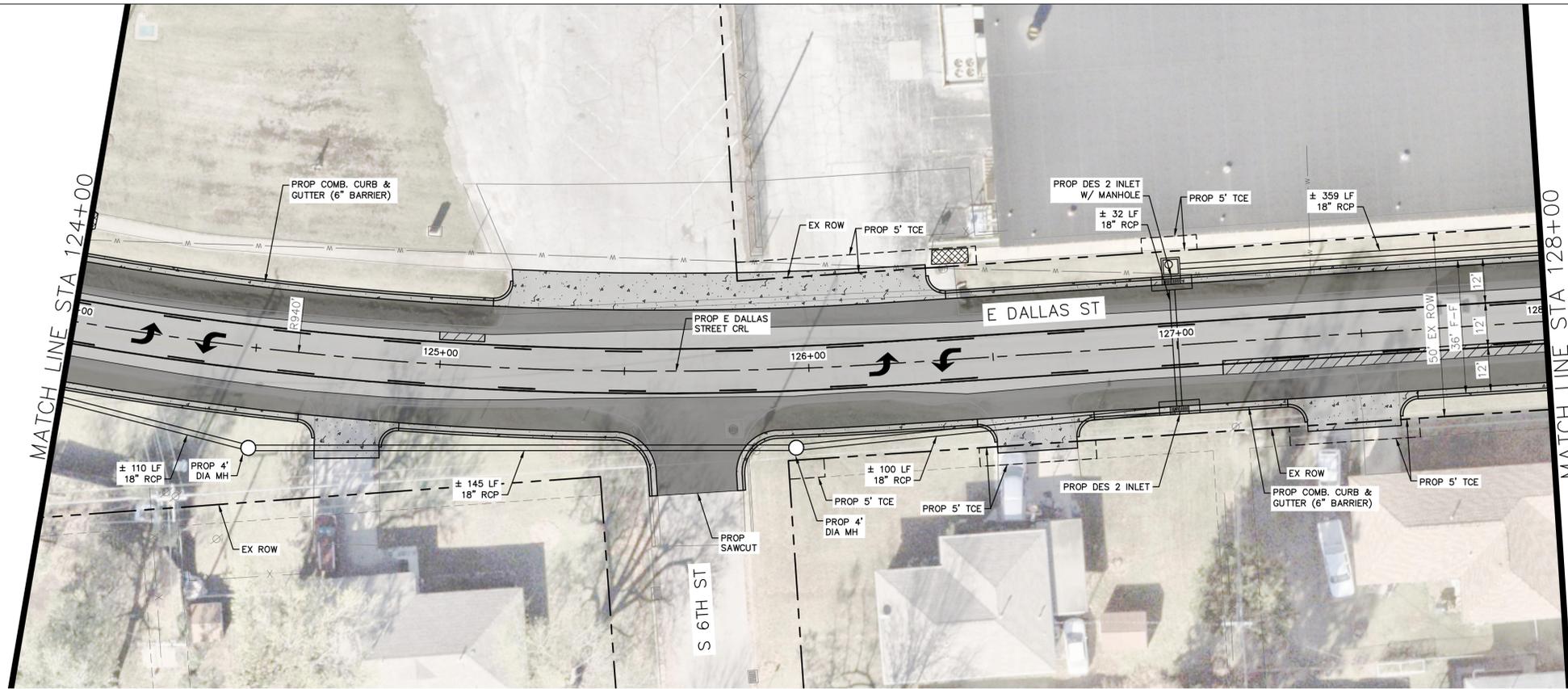


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 3 PAVING PLAN
 STA 116+00 TO STA 124+00**

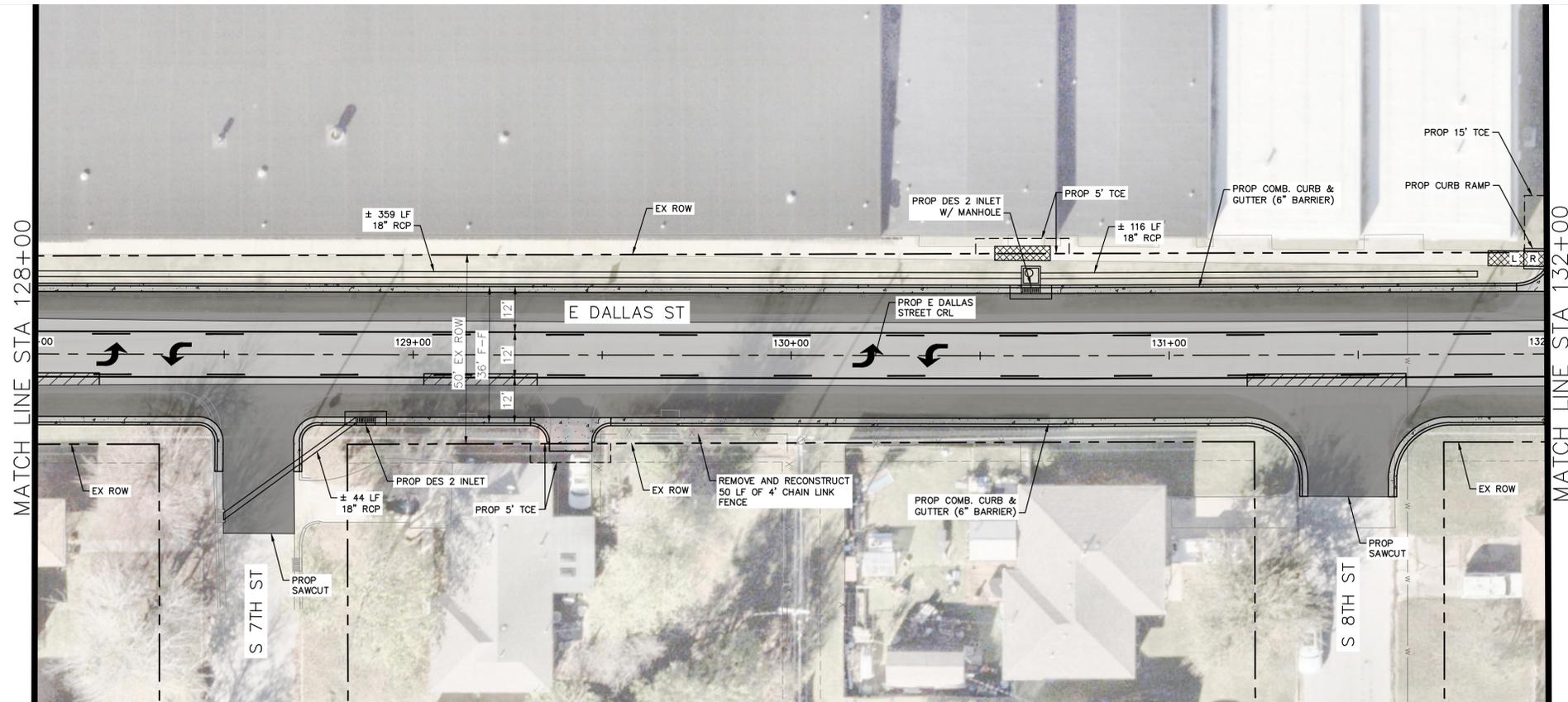
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DRAWING NAME: SHEET NO. 3.3	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
	EXISTING SANITARY SEWER LINE
	EXISTING WATERLINE
	EX POWER POLE
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	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB



PRELIMINARY
 FOR REVIEW ONLY
 Not for construction or permit purposes.
Kimley»Horn
 Engineer: JEREMY STAHL
 P.E. No. 21725 Date 4/17/2025

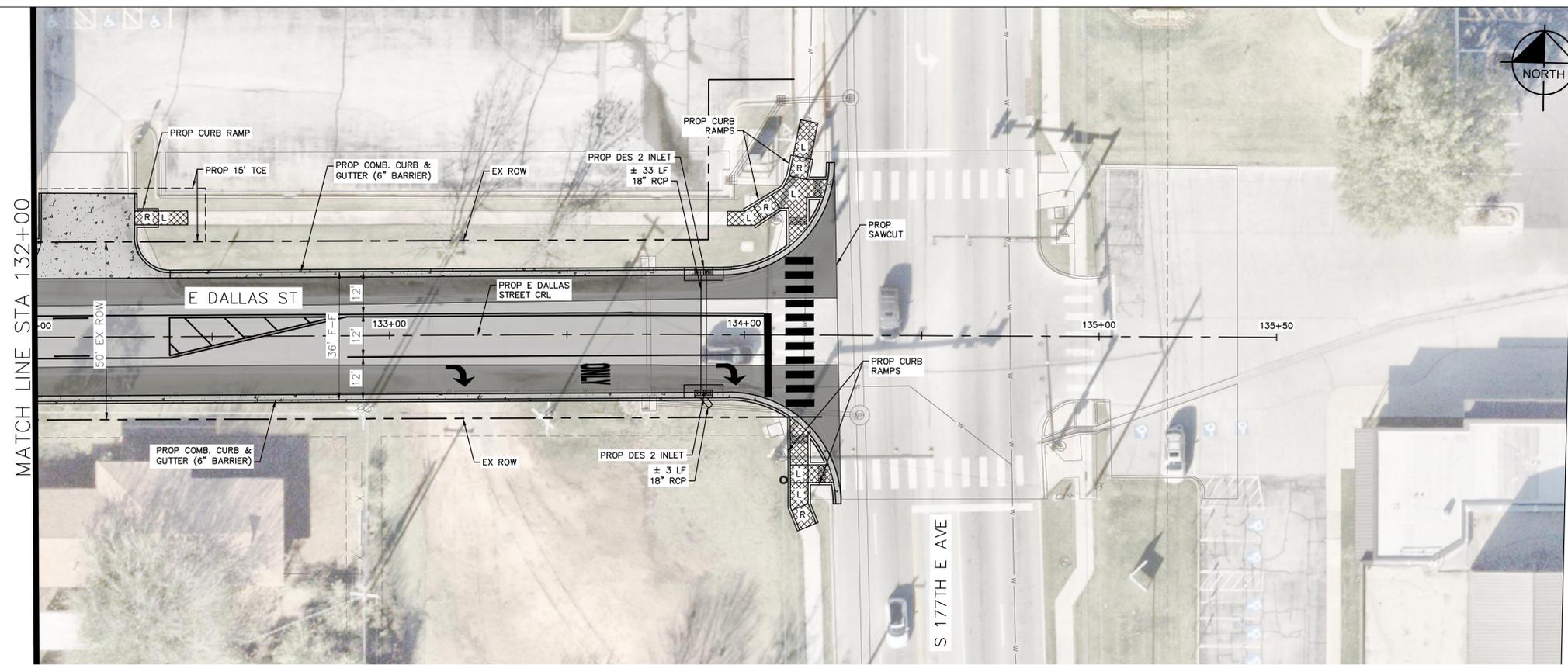


CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 3
 PAVING PLAN
 STA 124+00 TO STA 132+00**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
	CDS		CDS	
DRAWING NAME: SHEET NO. 3.4	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
PROJECT NO. ST25320				



REPAIR LEGEND

	PROPOSED FULL-DEPTH ASPHALT REPLACEMENT
	PROPOSED 2" ASPHALT MILL & OVERLAY
	PROPOSED PAVEMENT WIDENING
	PROPOSED CONCRETE SIDEWALK REPLACEMENT
	PROPOSED CONCRETE DRIVEWAY REPLACEMENT
	PROPOSED SODDING
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	EXISTING WATERLINE
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	EX ROW
	EX EASEMENT
	PROP EASEMENT

EX	EXISTING
PROP	PROPOSED
STA	STATION
ROW	RIGHT-OF-WAY
EOP	EDGE OF PAVEMENT
FOC	FACE OF CURB

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley»Horn

Engineer: JEREMY STAHL
P.E. No. 21725 Date 4/17/2025



CONCEPTUAL PLANS

DALLAS STREET REHABILITATION

**OPTION 3
PAVING PLAN
STA 132+00 TO END**

PROFILE SCALE: HORZ. 1:20 VERT. N/A	DESIGN	DATE	DRAFTED	DATE
	CDS		CDS	
DRAWING NAME:	REVIEWED	DATE	APPROVED	DATE
	JPS		JPS	
SHEET NO. 3.5	PROJECT NO. ST25320			



City of Broken Arrow

Request for Action

File #: 25-639, Version: 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

Conduct a public hearing regarding the proposed creation of Increment District No. 6, City of Broken Arrow and the Hackberry Market Economic Development Project Plan

Background:

The Economic Development Department is coordinating with Hackberry Market LLC , an affiliate of Sooner Investments Dev CO LLC to develop up to approximately 30.56 acres generally located on the northeast corner of the intersection of S. Aspen Avenue and . Tucson jut south of the Creek Turnpike. The Developer proposes to invest or cause to be invested in excess of \$97.67 million to construct an estimated 211,580 square-foot of retail and service industry space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), over the next two years (the “Hackberry Market Project”). The proposed Project Costs (as described in the Project Plan) contemplate providing assistance in development financing in the amount of \$22,000,000 to offset the significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The Increment District will capture a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of the Project Plan), over the approximately twenty-five (25) year term of the Increment District, as the TIF Revenues utilized to pay debt service on contemplated TIF Bonds to be issued on behalf of the City. Based on the preliminary development projections assuming full buildout of the Hackberry Market Project, it is anticipated that approximately \$120.5 million in sales and use tax TIF Revenues will be generated during the term of the Increment District, with approximately \$67.89 million available for the payment of Project Costs, and the balance of approximately \$52.61 million apportioned to the City. Additional amounts will be financed by the apportionment of tax increments from the Increment District including the Organizational Costs and the Debt Service Costs, all related to Project Costs in excess of the amounts specifically identified as the costs of the TIF Projects. The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the Project Costs are preliminarily estimated to be approximately \$29,700,000. The estimated combined total of all Project Costs is \$52,050,000. Any excess TIF Revenues will be returned to the city.

The TIF Review Committee recommended approval of the TIF on April 6, 2025 (Resolution 1647). The Planning Commission approved the TIF on April 24, 2025. (Resolution 1641) The first public hearing was on April 24, 2025 and the 2nd Public Hearing is scheduled for Tuesday May 6, 2025 at 6:30pm at the during the regular city council meeting.

Cost: N/A

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Hackberry Market LLC

Recommendation:

Conduct a public hearing regarding the proposed creation of Increment District No. 6, City of Broken Arrow and the Hackberry Market Economic Development Project Plan

[Click here to enter text.](#)

**HACKBERRY MARKET
ECONOMIC DEVELOPMENT PROJECT PLAN**

Prepared by:

CITY OF BROKEN ARROW, OKLAHOMA

**MAYOR AND CITY COUNCIL
DEBRA WIMPEE, MAYOR, WARD 1
JOHNNIE PARKS, VICE MAYOR, MEMBER AT LARGE
LISA FORD, WARD 2
DAVID PICKEL, WARD 3
JUSTIN GREEN, WARD 4**

MICHAEL SPURGEON, CITY MANAGER

**THE PUBLIC FINANCE LAW GROUP PLLC
5657 N. CLASSEN BOULEVARD, SUITE 100
OKLAHOMA CITY, OKLAHOMA 73118
(405) 235-3413**

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EXHIBIT “E” PROPOSED DEVELOPMENT IN THE PROJECT AREA
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EXHIBIT “F” PRELIMINARY SITE DEVELOPMENT PLAN

EXHIBIT “G” EXISTING USES AND CONDITIONS OF REAL PROPERTY

HACKBERRY MARKET

ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

This Hackberry Market Economic Development Project Plan (the “**Project Plan**”) describes an economic development project of the City of Broken Arrow, Oklahoma (the “**City**”), that brings a transformative commercial development to approximately 30.56 undeveloped acres located on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike. The Project Plan contemplates the creation of a tax increment financing district pursuant to the Local Development Act, 62 O.S. §850, *et seq* (the “**Local Development Act**”), as authorized pursuant to Article 10, §6C of the Oklahoma Constitution.

The primary development component of the Project is the construction and operation of a commercial retail development by Hackberry Market, LLC, an affiliate of Sooner Investments DEV CO, LLC (together with its successors and assigns, referred to herein as the “**Developer**”), to be known as the Hackberry Market shopping center, and comprised of approximately 211,580 square-feet of retail shopping center space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), with a total projected capital investment in excess of \$97.67 million (collectively and as more thoroughly discussed herein, referred to as the “**Project**”).

The City recognizes the difficulty in development of the area due to significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The goal of the Increment District (as defined herein) is to promote economic development in the City by incentivizing capital investment in undeveloped property in order to enhance the tax base and create employment opportunities within the City. The City proposes to encourage the magnitude of the capital investment by providing a mechanism to offset a portion of the costs associated with the Project.

The City has identified certain costs associated with the infrastructure improvements and economic incentives in connection with establishing the Increment District (as defined herein) (collectively referred to herein as the “**TIF Projects**”). The costs of the improvements necessary to support the full development of the Project are estimated to be \$22,000,000, including the costs of infrastructure improvements and certain economic incentives in the form of assistance in development financing (as defined in Section 853(14)(o) of the Local Development Act). The associated costs of the TIF Projects, along with the Organizational Costs and the Debt Service Costs (each as further defined herein) are collectively referred to herein as the “**Project Costs**”. The City expects to cause to be issued TIF Bonds (as defined herein), and apply the proceeds to pay the Project Costs.

Based on the proposed Project, the aggregate total commercial development within the Increment District could result in a potential total capital investment in excess of \$97.67 million, with a net taxable value subject to ad valorem taxes in excess of \$83.03 million, and generate approximately \$3.04 billion in taxable sales over the term of the Increment District. Please see Exhibit “E” for a more detailed description of projected development within the Increment District. Please see Exhibit “F” for a Preliminary Site Development Plan for the Project.

II. PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES

The Project Area is the area within which all project activities, including construction of the supporting public improvements, will take place (referred to herein as the “**Project Area**”). A map showing the Project Area is attached as Exhibit “A”. The legal description of the Project Area is set forth in Exhibit “B”. The Increment District is the specific geographic area within which the identified tax increments will be generated and utilized as set forth in this Project Plan (referred to herein as the “**Increment District**”). The Increment District is located entirely within the Project Area. Most of the contemplated project activities will occur within the boundaries of the Increment District, however certain project activities may occur outside the boundaries of the specific Increment District but within the Project Area. A map showing the boundaries for the proposed Increment District is attached as Exhibit “C”. The legal description of the Increment District is set forth in Exhibit “D”.

III. ELIGIBILITY OF PROJECT

The Increment District is undeveloped and/or underdeveloped within the meaning of the Local Development Act. The Project Area (including the Increment District) is located in a reinvestment area (as defined in Section 853(17) of the Local Development Act) and is therefore eligible for assistance under the Local Development Act.

The Increment District comprises an area where investment, development and economic growth have not occurred, and which requires significant public infrastructure improvements to serve as a catalyst to expand employment opportunities, to attract major investment in the area, and to enhance the tax base.

IV. OBJECTIVES

The purpose of the Project and the Increment District is to support the achievement of the economic development objectives of the City in order to:

- A. Create significant developments within the City that will act as a catalyst for additional development within the community;
- B. Attract major investment in the area;

- C. Serve as a catalyst for retaining and expanding employment in the area;
- D. Promote economic development to increase tax revenues, raise property values, and improve economic stability;
- E. Preserve and enhance the tax base; and
- F. Make possible investment, development and economic growth which would otherwise be difficult or impossible without the TIF Projects and the apportionment of sales and use taxes from within the Increment District.

V. FINANCIAL IMPACTS

The proposed private development will generate tax increments necessary to pay all or a portion of the authorized costs of the TIF Projects. Without the creation of the proposed Increment District, significant development within the Project Area would be unlikely and as a result, any significant increases in ad valorem taxes and sales and use taxes would be extremely improbable.

The proposed development project does not create a significant increase in demand for services or costs to the affected taxing entities other than the City, whose public sector costs will be offset by apportioned tax increments as provided in this Project Plan.

The creation of the Increment District will allow the City to apportion the incremental increase in sales and use tax revenues generated through construction and operation of the commercial developments within the Increment District for the purpose of paying Project Costs, either through direct payment and/or reimbursement and/or paying debt service on tax apportionment bonds or notes (collectively, the “**TIF Bonds**”), which may be issued in one or more series by a public trust created under Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, and including any interest, capitalized interest and other related financing costs. The proceeds of any such TIF Bonds (if issued) shall be utilized for the Project Costs.

The formation of the Increment District should result in no net loss in existing sales and use tax revenue to the City, as the affected sales tax jurisdiction. A baseline sales tax collection level within the Increment District will be identified and will continue to accrue to the City. A potentially negative impact of utilizing incremental sales tax revenues to promote the creation of a significant retail development is the potential for transfer of sales tax dollars from existing retail establishments located outside the Increment District to new retail establishments located inside the Increment District. To offset this concern, the Increment District will only capture the revenues equivalent to a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) for the payment of Project Costs, with the other one and fifty-five hundredths percent (1.55%) sales and use tax (representing approximately 43.66% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) accruing to the City for general or dedicated municipal purposes, and further, the incremental sales and use tax revenues will exclude an amount representing the estimated historical sales tax collections for any business located within the City

that relocates to a site within the Increment District. Assuming completion of the proposed Project, the City could realize an estimated gross gain in annual sales and use tax revenues in the approximate amount of \$1.84 million, and upon expiration of the Increment District, an estimated gross gain in annual sales and use tax revenues of approximately \$6.53 million. Additionally, Tulsa County levies a 0.367% sales and use tax as of the date of this Project Plan. The County sales and use tax collections are not subject to the apportionment of the Increment District, however, it is estimated that upon completion of the proposed Project, the County could realize an estimated gross gain in annual sales and use tax revenues in the approximate amount of \$1.29 million.

These impacts may be mitigated by any decrease in sales and use tax collections outside the Increment District (for example, potential decline in overall sales of competing businesses, or relocation of existing businesses from other areas of the City to the Increment District) or by increased costs of providing city services to the development (police, fire, etc.) but may be augmented by the increased retention of customer spending within the City (for example, by reducing the leakage of sales to other municipalities by offering a wider and more diversified retail selection within the City).

The affected ad valorem taxing jurisdictions are Tulsa County, the Tulsa City County Health Department, Independent School District No. 3 of Tulsa County (Broken Arrow Public Schools, and referred to herein as the “**School District**”), Tulsa Technology Center No. 18, Tulsa Community College, and Tulsa City-County Library, and the City. The general and intangible impacts on the affected taxing jurisdictions from implementation of this Project Plan are positive and include the achievement of the objectives set forth in Section IV of this Project Plan. No portion of any ad valorem tax increments generated by the Project will be captured as part of the TIF Revenue. Upon completion of the Project, the ad valorem taxing jurisdictions could see an aggregate net gain in annual ad valorem tax revenues of approximately \$1.17 million (based on a taxable capital investment of approximately \$83.03 million).

The proposed Project will create an increase in demand for utility services from the City, however the City has sufficient capacity to handle such demand, and the proposed development within the Increment District should generate significant increases in annual water and sewer utility revenues. Any increase in public sector costs should be more than offset by apportioned tax increments as provided in this Project Plan.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the project, including all necessary, appropriate and supportive steps, will consist of any of the following:

A. Site preparation, planning and construction of public improvements necessary to support the development project;

B. Acquisition by private developers of any additional property interests necessary for the development project including connecting public easements;

C. Negotiation, preparation, execution, and implementation of development agreements, including agreements for financing, demolition, and construction by private developers, as authorized by the Local Development Act. Such agreements may include the granting of incentives for private developers to complete certain improvements within the Project Area;

D. Issuance of tax apportionment bonds or other debt issuance necessary to provide funds for Project Costs;

E. All other actions necessary and appropriate to carry out the development project as authorized by the Local Development Act.

VII. ESTABLISHMENT OF INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW

This Project Plan, upon adoption by Ordinance of the City of Broken Arrow, Oklahoma, will establish Increment District No. 6, City of Broken Arrow. The Increment District shall commence as of the date determined by the City Council of the City in accordance with Section 856(B)(2) of the Local Development Act (the “**Commencement Date**”); provided however, the Commencement Date shall not be later than ten (10) years following adoption of this Project Plan. The Increment District shall be comprised of the area shown and described in Exhibits “C” and “D”. In accordance with the provisions of the Local Development Act, the following incremental revenues shall be apportioned and used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan. The apportionment of the Sales Tax Increment Revenues (as defined herein, and collectively referred to as the “**TIF Revenues**”) shall continue for that period required for the payment of the Project Costs, or a period not to exceed twenty-five (25) full fiscal years following the respective Commencement Date (referred to as the “**Expiration Date**”), whichever is less:

A. [Reserved]

B. An amount equivalent to the revenues generated from a two percent (2.0%) sales and use tax, representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan pursuant to Chapter 22, Article II, Section 22-6 *et seq.*, of the Broken Arrow Code of Ordinances (the “**Code of Ordinances**”), as such Code of Ordinances may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time (collectively, the “**Sales Tax Increment Revenues**”); provided that all such Sales Tax Increment Revenues shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan; provided, however, the Sales Tax Increment Revenues shall be reduced by the amount of sales tax revenues generated by any existing businesses (currently located within the City, but outside the boundaries of the Increment District) that cease operations at their existing location and relocate to within the Increment District, but provided further, said reduction shall not be applied to any existing businesses that open an additional location within the Increment District for so long as all other

existing location(s) remain open for business. Said amount of reduction (collectively, the “**Transfer Adjustment**”) shall be calculated based on the sales tax collections during the twelve month period prior to closing the previous location. The remaining unapportioned one and fifty-five hundredths percent (1.55%) sales and use tax (representing approximately 43.66% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances; and

C. [Reserved]

VIII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. Upon adoption of an Ordinance of the City Council of the City approving this Project Plan, the City is hereby designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act.

B. The City may create a new public trust with the City named as its beneficiary, and/or designate an existing public trust with the City named as its beneficiary and/or designate an alternate public trust with Tulsa County, Oklahoma, named as its beneficiary (said public trust referred to herein as the “**Authority**”), and said Authority shall be the public entity designated by the City to assist in carrying out and administering the provisions of this Project Plan and authorized to exercise all powers necessary or appropriate thereto pursuant to Title 62, Section 854 of the Local Development Act, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of that section, which powers shall be reserved to the City.

C. The person in charge of implementation of this Project Plan in accordance with the provisions, authorizations and respective delegations of responsibilities contained herein is Mr. Michael Spurgeon, City Manager. Mr. Spurgeon, or his successor as City Manager, is authorized to empower one or more designees to exercise responsibilities in connection with project implementation.

IX. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAXES APPORTIONED FROM INCREMENT DISTRICT

The costs of the TIF Projects to be financed by the apportionment of tax increments from the Increment District include the planning, design, acquisition, site preparation and/or construction of the TIF Projects in an aggregate total amount of \$22,000,000. Certain TIF Projects may be funded though the payment of assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to a third party as reimbursement for the payment of the Project Costs. Additional amounts will be financed by the apportionment of tax increments from the Increment District including the following items related to Project Costs in

excess of the amounts specifically identified as costs of the TIF Projects: (a) the direct or incidental administrative costs incurred or to be incurred by or on behalf of the City, the Authority, or other public entities (all as contemplated in Title 62, Section 853(14)(e) of the Local Development Act) in organizing, supervising, implementing and administering this Project Plan, including, but not limited to, payment and/or reimbursement of costs advanced in connection with the preparation and approval of this Project Plan, administrative costs, organizational costs, professional service costs, including those incurred for architectural, planning, engineering, and legal and financial advisors and services (collectively, the “**Organizational Costs**”), and (b) interest and other financing costs and fees, including principal, interest (including capitalized interest), associated costs of issuance, reasonably required reserves, and prepayment premium paid on debt service and/or any reimbursement obligation (collectively, the “**Debt Service Costs**”). The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the costs of the TIF Projects are preliminarily estimated to be on the order of \$29,700,000.

The total estimate of the costs of the TIF Projects that may be made available for improvements and assistance in development financing from apportioned tax revenues shall be \$22,000,000 (including all engineering, construction, planning, and contingency costs), which shall be a not-to-exceed amount. Apportioned tax revenues in excess of the amounts needed for the costs of the TIF Projects may be utilized as necessary to pay the Organizational Costs and the Debt Service Costs, and could total approximately \$30,050,000. The estimated combined total of all Project Costs is \$52,050,000.

X. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

It is hereby determined that the proposed Project Costs, specifically including but not limited to the costs of the TIF Projects, will generally benefit and support development within the Increment District and the Project Area. Therefore, with respect to the Increment District:

A. Methods of Financing. It is expected that the Project Costs will be paid from proceeds of the Authority’s TIF Bonds. Payment of principal and interest due on the TIF Bonds will be paid from available TIF Revenues. Certain Project Costs may be directly paid by a third party developer (including the Developer) or the City and reimbursed from proceeds of the TIF Bonds. Alternately, certain Project Costs may also be directly paid by a third party developer or the City and reimbursed from TIF Revenues in excess of those needed for debt service on the TIF Bonds. Certain other costs of the Project may be paid from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated, including proceeds of certain debt obligations issued by the Authority and secured by a pledge of general sales tax, utility, or other available revenues.

B. Expected Sources of Revenues. The payment or reimbursement of Project Costs, including any interest component on reimbursed funds and any principal, interest, and premium on any TIF Bonds, will be made from one or more of the following sources of revenues:

(i) [Reserved]

(ii) *Sales Tax Increment Revenues.* In accordance with the provisions of the Local Development Act, the Sales Tax Increment Revenues are to be apportioned and set aside from all other sales and use taxes levied within the Increment District, to be used exclusively for:

(a) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);

(b) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;

(c) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and

(d) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

Provided, however, the remaining unapportioned incremental sales and use tax revenues derived from the Increment District, as of the date of this Project Plan representing the equivalent of 1.55% of the total 3.55% sales and use tax levied by the City, shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances. For purposes of determining the incremental portion of the sales and use taxes generated within or sourced to the Increment District, the Mayor of the City shall certify as the “base sales tax amount” the annual sales taxes received by the City that were generated within the area comprising the Increment District during the calendar year immediately preceding the Commencement Date of the respective Increment District. If necessary for such certification, said base amount may be determined using reasonable estimates prepared by the City Clerk. The base sales tax amount for the Increment District is projected to be \$0.00. The equivalent of a two percent (2.0%) sales and use tax generated within or sourced to the Increment District and received by the City which are in excess of such base amount, net of any Transfer Adjustment, shall be considered to be the “increment” subject to apportionment by this section. In addition to sales and use tax generated from retail sales, the Sales Tax Increment Revenues shall include sales and use tax generated from actual construction occurring within the Increment District. The City shall establish procedures related to the calculation and determination of construction

related sales and use tax revenue qualifying as Sales Tax Increment Revenues. Such procedures shall stipulate that construction related Sales Tax Increment Revenues be derived only from new construction activities occurring within the Increment District. The City shall be entitled to rely on certifications of actual construction costs provided by a third party developer(s) or related parties in connection with determining any applicable Sales Tax Increment Revenues.

Pursuant to the Local Development Act, the Sales Tax Increment Revenues apportioned hereunder and so collected shall be placed into a special fund to be known as the “Increment District No. 6 - Apportionment Fund” (hereinafter, the “**Apportionment Fund**”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Sales Tax Increment Revenues so collected shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan, including any interest component (pursuant to a development agreement with the City and/or the Authority).

The apportionment of sales and use taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for reimbursement under a development agreement between the City and the Company, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

(iii) [Reserved]

C. Time When Costs Or Monetary Obligations Are To Be Incurred. It is estimated that the time frame for incurring most of the Project Costs will be within two years from the date of approval of this Project Plan. It is anticipated that most Project Costs will be paid from proceeds of TIF Bonds issued by the Authority, provided however, certain Project Costs may be directly paid or reimbursed from apportioned TIF Revenues.

D. Flow of Funds; Excess Revenues.

During the term of the Increment District, TIF Revenues shall be utilized as follows:

FIRST: The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;

- SECOND: If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- THIRD: The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- FOURTH: If applicable, and upon written direction of the City, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- FIFTH: Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining Sales Tax Increment Revenues shall be transferred to the City for deposit into the General Fund or to the appropriate special fund, in each case consistent with the provisions of the Local Development Act; provided however, the City shall have the right, but not be required, to direct any portion of surplus Sales Tax Increment Revenues not needed for the purposes above to be transferred to the City for deposit into the General Fund or to the appropriate special fund.

XI. FINANCING REVENUE SOURCES

The TIF Revenues are expected to finance all or a portion of the Project Costs authorized by Section IX. Based on the initial projections of Sales Tax Increment Revenues for the Project, it is estimated that approximately \$120.5 million could be generated by the incremental increase in sales and use tax revenue during the term of the Increment District, with approximately \$67.89 million available for allocation to Project Costs and approximately \$52.61 million retained by the City. The initial projections of incremental sales and use tax revenue are based upon the projected revenues generated within the Increment District from the levy of an aggregate total of three and fifty-five hundredths percent (3.55%) sales and use tax on new construction within the Increment District and new retail and other space generating approximately \$3.04 billion in gross taxable sales during the term of the Increment District.

The calculation of projected TIF Revenues will be refined based upon (i) the total net capital investment resulting from development within the Increment District, (ii) the timing of the development; and (iii) the impact of the specific nature of actual retail investments on projected sales per square foot.

The realization of the TIF Revenues is directly dependent on the Developer's ability to recruit, construct, lease, sell, and/or maintain the Hackberry Market shopping center contemplated by this Project Plan within the Increment District during the term of the Increment District. The anticipated development, including specifically the Project is more fully discussed in Exhibit "E". Preliminary site development plans for the Project are included as Exhibit "F". The Authority and/or the City may enter into economic development agreements with the Developer or any other parties as required by the Local Development Act.

Certain TIF Projects may be designed and/or constructed by the City. Authorized Project Costs, or the payment of debt service on TIF Bonds issued to pay Project Costs, will be paid from TIF Revenues by the City or the Authority, and may include (i) reimbursement of the City or the Authority for certain public improvements constructed from other available funds, and (ii) assistance in development financing (as authorized by the Local Development Act) to a third party developer(s) for certain public infrastructure and/or other site improvements constructed on behalf of the City in furtherance of the purposes of this Project Plan. The financing of the projected private development in the area may be provided by private equity and private mortgage financing, secured by the private developments.

XII. PUBLIC REVENUE ESTIMATED TO ACCRUE FROM THE PROJECT AND OTHER ECONOMIC IMPACTS

The increase in sales and use tax revenues (estimated at a total of approximately \$120.5 million over the term of the Increment District based on the Project as proposed by the Developer), of which portions will serve as all or a portion of the revenue source for financing the Project Costs authorized by Section IX of this Project Plan, are the public revenues directly attributable to the project defined by establishment of the Increment District. Additionally, the various taxing jurisdictions may realize additional ad valorem tax and sales and use tax revenue from additional development outside the boundaries of the Increment District.

Construction of the improvements and subsequent development should have a positive impact on total employment in the City's metropolitan area, including temporary construction jobs and permanent positions at the facilities constructed as part of the Project. Indirect impacts (associated with the employment and income which result from the provision of inputs in support of the primary activity), and induced impacts (associated with the wages and jobs resulting from changes in household expenditures which come about through direct and indirect employment) will also result in additional growth in the City's metropolitan area.

This Project Plan includes certain projections and estimates, which are based on the current expectations or beliefs of third party developer(s) and are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to changes in economic conditions, market demand and other factors affecting the development of the Project.

XIII. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT

The publicly financed Project Costs in the amount of \$52.05 million, as authorized by this Project Plan, represent approximately 40.75% of the projected total public and private investment for the Project, which including anticipated expenditures by or on behalf of commercial or governmental entities within the Increment District, could exceed \$127.72 million.

XIV. MISCELLANEOUS PROVISIONS

A. Zoning Conditions. The property within the boundaries of the Increment District is currently zoned Commercial Heavy (CH). The Project will be completed in accordance with the provisions of a Planned Unit Development (the “PUD”). The City approved PUD-001818-2024 on December 17, 2024. The property within the boundaries of the Increment District is currently zoned Commercial Heavy District (CH), however, the development standards of the PUD will limit the uses to Commercial General District (CG) uses. Other than any minor zoning adjustments to accommodate the proposed Project, no changes in the ordinances of the City of Broken Arrow are contemplated under this Project Plan. Development is anticipated to occur in accordance with current zoning requirements, with appropriate adjustments as approved by the City. The proposed project conforms to the City of Broken Arrow Comprehensive Plan, as amended, and the property has been designated as Level 6 – Regional Employment/Commercial. A map showing the existing uses and conditions of the real property is included as Exhibit “G”.

B. Annual Reports. In accordance with Section 867 of the Local Development Act, following the end of each fiscal year, the City shall prepare and submit a report to the chief executive officer of each taxing entity that levies ad valorem taxes on property within each Increment District. At the time of submitting the report, the City shall also publish a notice and summary of the report in a newspaper of general circulation. Additionally, the City shall submit an annual report to the Oklahoma Department of Commerce in the manner set forth in Section 860(E) of the Local development Act.

XV. SEVERABILITY OF INVALID PROVISIONS

If any part, term, or provision of this Project Plan is held by a court of competent jurisdiction to be illegal, in conflict with any law or otherwise invalid, the remaining parts, terms, and/or provisions shall be considered severable and not be affected by such determination, and the rights and obligations of any parties to development agreements (as described herein and pursuant to the Local Development Act) shall be construed and enforced as if the Project Plan did not contain the particular part, term or provision held to be illegal or invalid.

EXHIBIT "A"

MAP OF ECONOMIC DEVELOPMENT PROJECT AREA

The boundaries of the Project Area associated with the Increment District contain an area comprising the one square mile centered on the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street) and comprising portions of Sections 3 and 4, Township 17 North, Range 14 East, Tulsa County, Oklahoma, and portions of Sections 33 and 34, Township 18 North, Range 14 East, Tulsa County, Oklahoma.



Project Area is outlined by red border, with Increment District shown in white border.

EXHIBIT “B”

PROJECT AREA LEGAL DESCRIPTION

INCREMENT DISTRICT PROJECT AREA

An area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

The Northwest Quarter (NW/4) of Section 3 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Northeast Quarter (NE/4) of Section 4 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southeast Quarter (SE/4) of Section 33 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southwest Quarter (SW/4) of Section 34 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

EXHIBIT "C"

MAPS OF INCREMENT DISTRICT NO. 6

The boundaries of Increment District No. 6, City of Broken Arrow contain an area generally described as the parcel on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike.



* Increment District boundaries contained within the white border, shaded in blue.

EXHIBIT "D"**INCREMENT DISTRICT LEGAL DESCRIPTION****INCREMENT DISTRICT NO. 6**

The composite legal description for the Increment District is an area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

A tract of land that is all of the West Half of the Southwest Quarter (W/2 of SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, said tract of land being more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4); thence North 01°18'48" West along the Westerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 577.28 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North 88°41'12" East along said Southerly Right-of-Way line for 30.00 feet; thence North 03°51'57" East along said Southerly Right-of-Way line for 693.57 feet; thence North 57°56'22" East along said Southerly Right-of-Way line for 111.80 feet; thence North 71°22'14" East along said Southerly Right-of-Way line for 616.12 feet; thence North 84°30'18" East along said Southerly Right-of-Way line for 545.25 feet to a point on the Easterly line of said West Half of the Southwest Quarter (W/2 SW/4); thence South 01°18'52" East along said Easterly line for 1,548.25 feet to the Southeast corner of said West Half of the Southwest Quarter (W/2 SW/4); thence South 88°41'01" West along the Southerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 1,320.72 feet to the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4) and the POINT OF BEGINNING.

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North 88°41'17" East along the South line of said SW/4 a distance of 24.75 feet; thence North 01°18'35" West a distance of 24.75 feet to the POINT OF BEGINNING, said point being on the intersection of the Northerly and Easterly section line statutory right-of-way lines; thence continuing North 01°18'35" West along said East statutory right-of-way line a distance of 552.27 feet to a point on the East present right-of-way line of Aspen Avenue; thence North 88°41'25" East along said present right-of-way line a distance of 5.25 feet; thence North 03°52'16" East along said present right-of-way line a distance of 332.21 feet; thence South 01°18'35" East a distance of 155.86 feet; thence South 04°24'03" West a distance of 50.25 feet; thence

South $01^{\circ}18'35''$ East a distance of 632.02 feet; thence South $46^{\circ}18'39''$ East a distance of 42.43 feet; thence North $88^{\circ}41'17''$ East a distance of 839.48 feet; thence North $01^{\circ}18'43''$ West a distance of 10.00 feet; thence North $88^{\circ}41'17''$ East a distance of 335.16 feet; thence South $01^{\circ}19'13''$ East a distance of 25.25 feet to a point on said North statutory right-of-way line; thence South $88^{\circ}41'17''$ West along said North statutory right-of-way line a distance of 1234.90 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North $88^{\circ}41'17''$ East along the South line of said SW/4 a distance of 1259.65 feet; thence North $01^{\circ}19'13''$ West a distance of 24.75 feet to a point on the North statutory right-of-way line of said South line, said point being the POINT OF BEGINNING; thence continuing North $01^{\circ}19'13''$ West a distance of 25.25 feet; thence North $88^{\circ}41'17''$ East a distance of 61.08 feet; thence South $01^{\circ}18'26''$ East a distance of 25.25 feet to a point on the North statutory right-of-way line of the South line of said SW/4 SW/4; thence South $88^{\circ}41'17''$ West along said North statutory right-of-way line a distance of 61.07 feet to said POINT OF BEGINNING.

AND LESS AND EXCEPT:

A tract of land that is part of the West Half of the Southwest Quarter (W/2 SW/4) lying Southerly of the Creek Turnpike Right-of-Way, in Section Thirty-four (34), 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 of land being described as follows:

COMMENCING at the Southwest corner of said Section Thirty-four (34); thence North $88^{\circ}41'16''$ East along the Southerly line of said Section Thirty-four (34) for 956.72 feet; thence North $01^{\circ}18'44''$ West for 50.00 feet to a point on the Northerly Right-of-Way line of East 121st Street South (West Tucson Street) and the POINT OF BEGINNING of said tract of land; thence North $02^{\circ}11'22''$ West for 305.38 feet; thence North $02^{\circ}51'04''$ East for 74.73 feet; thence North $12^{\circ}13'43''$ East for 165.65 feet; thence North $02^{\circ}27'01''$ West for 178.06 feet; thence North $09^{\circ}40'18''$ East for 174.44 feet; thence North $02^{\circ}23'20''$ West for 164.52 feet; thence North $22^{\circ}39'32''$ East for 477.11 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North $84^{\circ}30'33''$ East along said Southerly Right-of-Way line for 104.08 feet to a point; thence South $01^{\circ}18'49''$ East for 1498.23 feet to a point on the North Right-of-Way line of East 121st Street South (West Tucson Street); thence South $88^{\circ}41'16''$ West for 363.82 feet to the POINT OF BEGINNING.

EXHIBIT “E”

**PROPOSED DEVELOPMENT IN THE PROJECT AREA
AND INCREMENT DISTRICT**

This Hackberry Market Economic Development Project Plan describes an economic development project of the City of Broken Arrow, Oklahoma, that brings a transformative commercial development to approximately 30.56 undeveloped acres located on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike. The purpose of the Increment District (as described herein) is to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development.

The primary development component of the Project is the construction and operation of a mixed-use development by Hackberry Market, LLC, an affiliate of Sooner Investments DEV CO, LLC (i.e., the Developer), to be known as the Hackberry Market shopping center, and comprised of approximately 211,580 square-feet of retail and service industry space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), with a total projected capital investment in excess of \$97.67 million.

The City recognizes the difficulty in development of the area due to significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The goal of the Increment District is to promote economic development in the City by incentivizing capital investment in undeveloped property in order to enhance the tax base and create employment opportunities within the City. The City proposes to encourage the magnitude of the capital investment by providing a mechanism to offset a portion of the costs associated with the Project.

The City has identified certain costs associated with the infrastructure improvements and economic incentives in connection with establishing the Increment District (i.e., the TIF Projects). The costs of the improvements necessary to support the full development of the Project are estimated to be \$22,000,000, including the costs of infrastructure improvements and certain economic incentives in the form of assistance in development financing (as defined in Section 853(14)(o) of the Local Development Act). The City expects to cause to be issued TIF Bonds and apply the proceeds to pay the Project Costs, which include costs of the TIF Projects, along with the Organizational Costs and the Debt Service Costs.

The following specific costs of the TIF Projects totaling \$22,000,000 have been identified by the City and the Developer as necessary to support the full development of the Project. The following list of specific costs total \$22,831,000 (more than the \$22,000,000 proposed for the costs of TIF Projects authorized for the Increment District), and the Developer will provide any necessary equity contribution to complete the proposed improvements.

Project Hard Costs

\$19,303,000.00

Land Acquisition	6,339,000.00
Master Development Demo and Erosion Control	318,000.00
Master Development Grading, Paving, and Utilities	3,326,000.00
Site Specific Grading, Paving and Utilities	2,341,000.00
Building Pad Stabilization and Compaction	183,000.00
Retaining Wall, Fence, and Flume	5,700,000.00
West Aspen Traffic Signal	559,000.00
Master Development Entry Landscaping and Irrigation	28,000.00
Site Specific Landscaping and Irrigation	135,000.00
Site Specific Site Lighting	223,000.00
Pylon Signs	217,000.00
Stormwater Detention Improvements	2,000,000.00
Site Specific Detention Pond	60,000.00
Site Work Contingency (10%)	874,000.00

Project Soft Costs

\$968,000.00

Civil Engineering	380,000.00
Construction Materials Testing	49,000.00
Site Specific Landscaping and Irrigation Design	25,000.00
Master Development Landscaping and Irrigation Design	13,000.00
Site Specific Site Lighting Design	33,000.00
Wetlands Permitting	0.00
Phase I Environmental Report	2,000.00
Legal Costs (Acquisition, TIF, and Entitlements)	59,000.00
Permitting	387,000.00
Insurance	20,000.00

Capitalized Interest on TIF Bonds

\$2,560,000.00

TOTAL ESTIMATED COSTS

\$22,831,000.00

The costs of the TIF Projects may contain one or more elements of the following:

- A. **Water System Improvements:** Installation and extension of the City’s water distribution system serving the Increment District. Project costs under this category

include assistance in the financing of the actual material and labor costs associated with the acquisition of land and the installation, relocation, reconstruction and/or removal of new or existing water lines, and distribution structures and fixtures, similar public improvements, related common utility or service facilities, related landscaping; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.

- B. **Sanitary Sewer Improvements:** Relocation or modification of one or more sanitary sewer lines serving the Increment District. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including sanitary sewers, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- C. **Storm Water Drainage Improvements:** Installation of improved facilities for storm water drainage throughout the Project Area. These improvements may include the reconstruction, relocation, or modification of one or more stormwater drainage lines, pipes, drains, ditches, gullies, catch basins, manholes or other stormwater facilities. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including curbing, sidewalks and any similar public improvements, common utility or service facilities; landscaping, parking and water detention/retention systems; retaining walls; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- D. **Site Reclamation and Development:** A portion of the Increment District may include greenfield areas which have not yet been previously developed. These areas will require extensive leveling and reclamation work in order for them to be turned into areas suitable for commercial development. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing parking lots and relating features, including curbing, sidewalks and any similar public improvements, landscaping, water detention/retention systems; retaining walls; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- E. **Street Improvements:** Installation of street and road infrastructure within the Project Area to accommodate the heavy traffic flows generated by this Project. Project costs under this category may include assistance in the financing of the costs of these street and roadway improvements. The proposed pavement sections consist of a stabilized two-inch subgrade, aggregate base, and a five-inch asphalt to accommodate heavy car and truck traffic. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair,

construction and/or reconstruction of new or existing structures and fixtures, including streets, bridges and any similar public improvements, common utility or service facilities, related landscaping; the actual cost of the clearing and grading of the streets within the Project Area and any environmental remediation related thereto; utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal.

- F. **Landscape/Irrigation:** Current provisions of the City's Building Codes require that the Project be properly landscaped and that signage appropriate to the land uses be installed to assist patrons and residents in the area.
- G. **Environmental Remediation, Wetlands Mitigation and Pipeline Relocation:** The Project may also require certain environmental remediation and wetlands mitigation within the Project Area before the necessary site development work can take place. Project costs under this category may include assistance in the financing of the costs of the acquisition of real property and improvements as well as the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public and private buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment for public works, public improvements and public buildings and the actual costs of clearing and grading of such land and environmental remediation related thereto, professional service costs, including those incurred for architectural, planning, engineering, legal and financial advisory services.
- H. **Additional Assistance in Development Financing:** Any or all of the related costs of TIF Projects, in the aggregate amount of not-to-exceed \$22,000,000 will be incurred for the purpose of providing assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) necessary to accomplish the Project, including the actual costs of the acquisition of land and construction of the new private buildings, structures, and fixtures which comprise the retail facilities to be owned by the Developer. Project costs under this category may include assistance in the financing of the costs of the acquisition of real property and improvements as well as the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public and private buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment for public works, public improvements and public buildings and the actual costs of clearing and grading of such land and environmental remediation related thereto, professional service costs, including those incurred for architectural, planning, engineering, legal and financial advisory services.

Additional amounts will be financed by the apportionment of tax increments from the Increment District including the Organizational Costs and the Debt Service Costs, all related to Project Costs in excess of the amounts specifically identified as the costs of the TIF Projects. The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the Project Costs are preliminarily estimated to be approximately \$29,700,000.

The total estimate of the costs of the TIF Projects that may be made available for improvements and assistance in development financing from apportioned tax revenues shall be \$22,000,000 (including all engineering, construction, planning, and contingency costs), which shall be a not-to-exceed amount. Apportioned tax revenues in excess of the amounts needed for Project Costs may be utilized as necessary to pay the Organizational Costs and the Debt Service Costs, and could total approximately \$30,050,000. The estimated combined total of all Project Costs is \$52,050,000.

The estimated \$97.67 million capital investment (\$83.03 million in net taxable value) and \$3.04 billion in total taxable sales over the term of the Increment District is based on the following buildout assumptions:

- Approximately 211,580 square foot of retail shopping center space, with an estimated \$81.73 million project investment (\$69.47 million taxable value) and between \$78.4 million and \$108.4 million in annual retail sales (average of \$441/sf.)
- Five (5) outparcel lots (approximately 6.19 acres total) providing an estimated 22,000 square foot of additional retail and food service space, with an estimated \$15.95 million project investment (\$13.55 million taxable value) and between \$22 million and \$25 million in annual retail sales (average of \$1,068/sf.)
- Taxable value of commercial retail is estimated at 85% of project investment.

Please see Exhibit “F” for a Preliminary Site Development Plans for the Project.

EXHIBIT “F”

PRELIMINARY SITE DEVELOPMENT PLAN*

HACKBERRY MARKET PROJECT

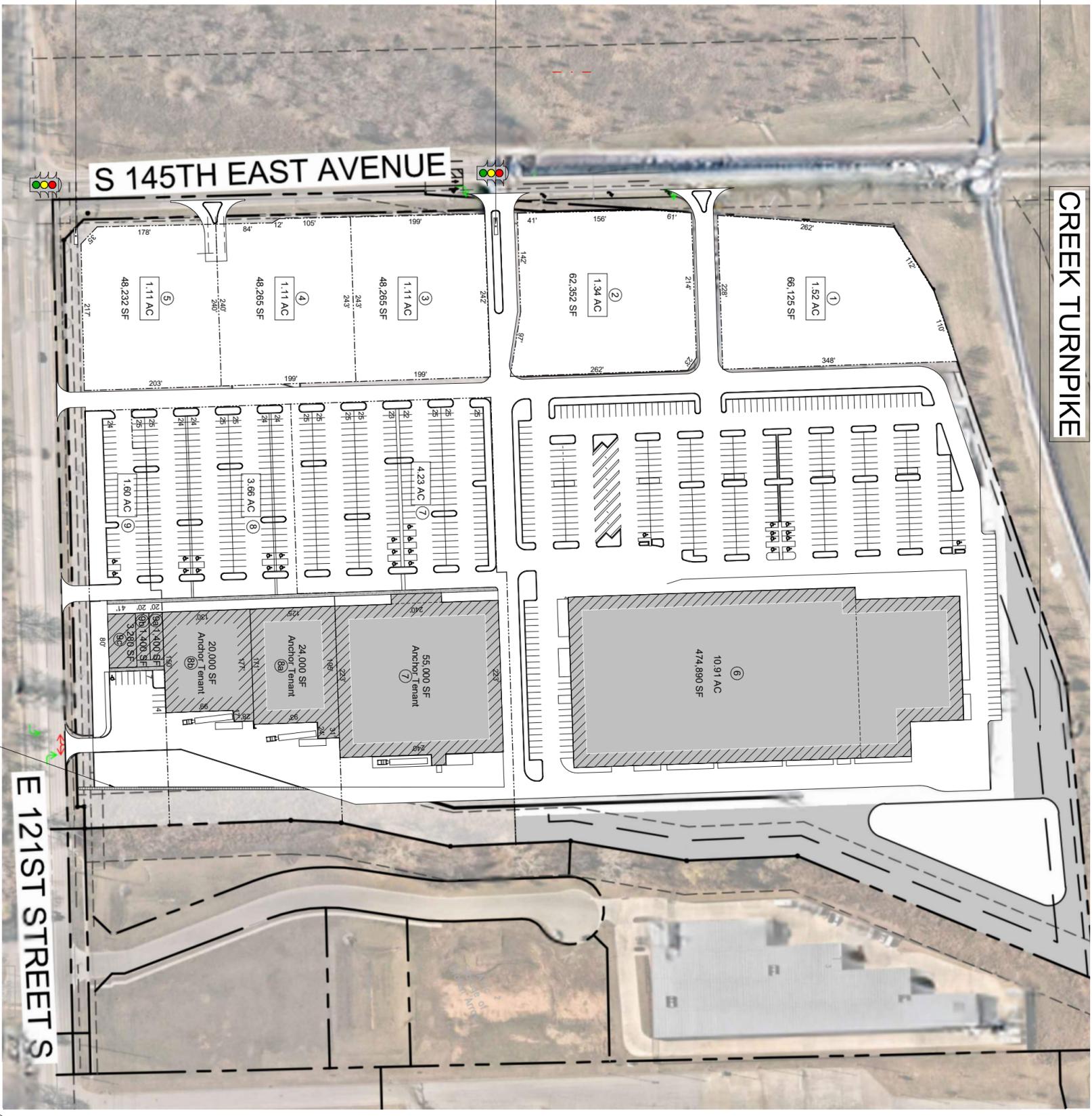
* See following page for Preliminary Conceptual Layout, which is subject to change.

CREEK TURNPIKE

DEVELOPMENT
 PYLON

DEVELOPMENT
 PYLON

DEVELOPMENT
 PYLON



1 SITE PLAN - CONCEPT VIII
 1" = 80'-0"



AS-101.11

PROJECT NO: 100235
 DRAWING NO: 03032025
 DATE: 03/02/2025

NOT FOR CONSTRUCTION
 THIS DOCUMENT IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

HACKBERRY MARKET
 S ASPEN AND E 121ST STREET S
 BROKEN ARROW, OK 74011

SCHEMATIC DESIGN



EXHIBIT “G”

EXISTING USES AND CONDITIONS OF REAL PROPERTY

* See following pages for the Current Site Conditions and the Broken Arrow Comprehensive Land Use Plan designation of Project Site as Level 6 – Regional Employment/Commercial, as presented in PUD-001818-2024

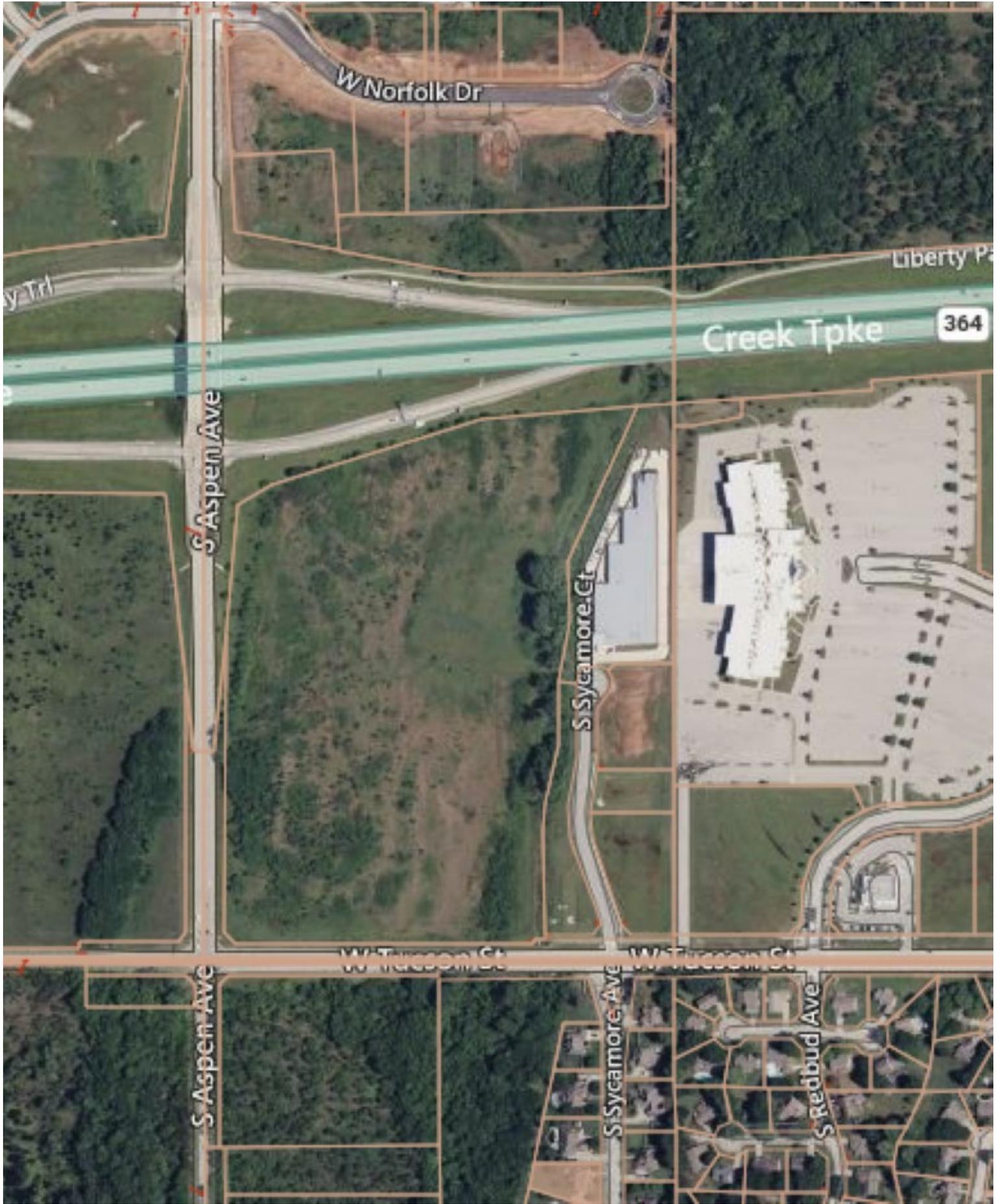
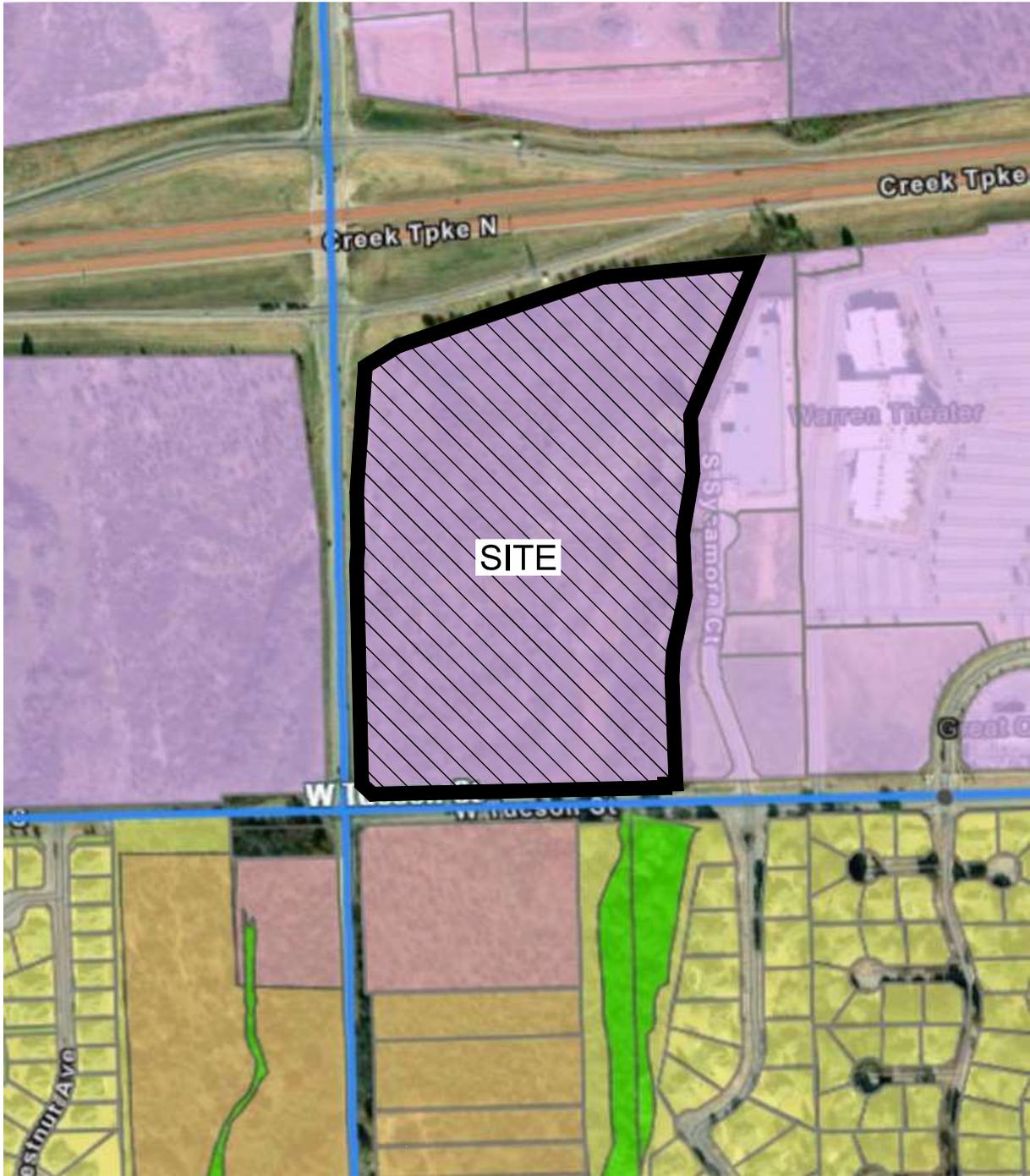


EXHIBIT 'D'

COMPREHENSIVE LAND USE PLAN

ASPEN MARKET

PUD-001818-2024



LUIS Classification

- 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
- Private Recreation
- Public Recreation
- Public/Semi-Public

\\civil-server\projects\2440478 Broken Arrow Commercial Development\04 Production\01 Design Drawings\03 PUD\2440478 Exhibit D-Land Use.dwg



wallace design collective, pc
 structural-civil-landscape-survey
 123 north martin luther king jr. blvd.
 tulsa, oklahoma 74103
 918.584.5858
 oklahoma col1460
 exp: 6-30-25

Date: November 26, 2024





City of Broken Arrow

Request for Action

File #: 25-268, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Update on the 2026 General Obligation Bond Package

Background:

The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: \$0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

Information only.



City of Broken Arrow

Request for Action

File #: 25-424, Version: 1

**Broken Arrow City Council
Meeting of: 5-6-2025**

Title:

Consideration, discussion, and possible award of the lowest responsible bid to PCC, Sports for the construction of the Nienhuis Football Synthetic Turf Fields (Project 2460360)

Background:

The Engineering and Construction Division has solicited bids for the Nienhuis Football Synthetic Turf Fields (Project 2460360) as part of the 2018 GO Bond projects. There are four Lacrosse/Football fields located east of the Nienhuis Community Center, two of which were previously converted from grass to synthetic turf fields. This bid was for the construction to update the remaining two fields from grass to synthetic turf to match. In 2018 the voters of Broken Arrow approved GO Bond funds for renovation of these two fields.

The project was advertised on April 8 and April 15, 2025. A Pre-Bid meeting was held on April 15, 2025. Seven bids were received and opened on April 29, 2025. This bid included Schedule 1: The West Field, and Schedule 2: The East Field. The lowest responsible bid was from PCC, Sports with a total bid of \$1,461,488.00 for both Schedule 1 and Schedule 2. The Engineer's Estimate was \$1,636,192.00.

Cost: \$ 1,461,488.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to PCC, Sports for the construction of the Nienhuis Football Synthetic Turf Fields (Project 2460360)

Nienhuis Park - Synthetic Turf (#9590715)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

04/29/2025 01:45 PM CDT

Line Item	Item Description	Engineer Estimate	Act Global Americas	Mammoth Sports Construction	TGS Sports	Mid-America Golf and Landscape, Inc.	PCC Sports	Nationwide Sports Construction	United Turf and Track
		Extension	Extension	Extension	Extension	Extension	Extension	Extension	Extension
Schedule 1: West Field									
1	Mobilization	\$7,500.00	\$6,046.10	\$12,605.00	\$13,900.00	\$38,773.37	\$31,043.85	\$20,000.00	\$ 12,500.00
2	Site Demolition	\$2,500.00	\$75,940.00	\$24,236.00	\$17,700.00	\$17,550.00	\$20,740.00	\$36,710.00	\$ 15,000.00
3	Site Clearing and Restoration	\$2,500.00	\$35,000.00	\$14,489.00	\$11,300.00	\$11,700.00	\$5,000.00	\$18,360.00	\$ 56,000.00
4	Earthwork	\$10,800.00	\$94,500.00	\$90,774.00	\$116,100.00	\$63,180.00	\$45,819.00	\$158,571.00	\$ 162,000.00
5	Erosion Control	\$1,500.00	\$27,500.00	\$2,812.00	\$4,100.00	\$3,510.00	\$3,200.00	\$9,338.00	\$ 3,500.00
6	Synthetic Turf	\$526,974.00	\$290,588.52	\$299,622.36	\$341,780.28	\$462,231.48	\$355,331.04	\$290,588.52	\$ 308,656.20
7	Base Course Drainage Aggregate (3")	\$34,160.00	\$46,848.00	\$39,293.76	\$60,512.00	\$41,109.12	\$29,114.08	\$45,198.56	\$ 44,896.00
8	Subbase Course Drainage Aggregate (8")	\$90,160.00	\$126,224.00	\$77,280.00	\$126,224.00	\$99,459.36	\$76,842.08	\$111,746.88	\$ 90,160.00
9	Concrete Stretcher Curb with Nailer Board (6" thick)	\$21,222.00	\$64,845.00	\$53,055.00	\$46,452.60	\$55,177.20	\$49,046.40	\$69,195.51	\$ 64,845.00
10	Underdrainage Panel Drains and Collector Pipes	\$56,461.50	\$82,810.20	\$73,023.54	\$95,608.14	\$74,529.18	\$38,393.82	\$23,337.42	\$ 86,574.30
11	4' Storm Sewer Manhole	\$5,000.00	\$7,438.00	\$8,056.00	\$7,800.00	\$7,605.00	\$3,850.00	\$5,840.00	\$ 3,500.00
12	6' Storm Sewer Manhole	\$6,500.00	\$9,438.00	\$15,485.00	\$13,900.00	\$8,775.00	\$6,600.00	\$7,777.00	\$ 8,500.00
13	12" Storm Sewer PVC Pipe	\$900.00	\$920.00	\$663.20	\$820.00	\$351.00	\$1,240.00	\$1,048.00	\$ 800.00
14	24" Storm Sewer HDPE Pipe	\$16,575.00	\$14,025.00	\$9,366.15	\$18,870.00	\$8,950.50	\$14,394.75	\$17,737.80	\$ 15,300.00
15	18" Nyloplast Area Drain	\$500.00	\$2,545.00	\$3,567.00	\$3,200.00	\$2,340.00	\$2,150.00	\$2,495.00	\$ 2,750.00
16	Sod	\$9,534.00	\$0.00	\$16,811.62	\$17,796.80	\$14,412.23	\$11,154.78	\$13,061.58	\$ 7,945.00
17	4' Chain Link Fencing	\$8,320.00	\$17,472.00	\$16,211.52	\$14,560.00	\$23,362.56	\$12,355.20	\$22,135.36	\$ 20,800.00
18	Goalpost Footing	\$2,400.00	\$0.00	\$4,474.00	\$8,200.00	\$23,400.00	\$15,000.00	\$7,370.00	\$ 1,500.00
19	Goalpost	\$24,000.00	\$0.00	\$31,430.00	\$24,400.00	\$42,120.00	\$2,145.00	\$29,545.00	\$ 18,400.00
	Schedule 1:	\$827,506.50	\$902,139.82	\$793,255.15	\$943,223.82	\$998,536.00	\$723,420.00	\$890,055.63	\$923,626.50
Schedule 2: East Field									
20	Mobilization	\$7,500.00	\$6,046.10	\$12,605.00	\$13,900.00	\$38,773.37	\$31,043.22	\$20,000.00	\$ 12,500.00
21	Site Demolition	\$2,500.00	\$75,940.00	\$24,628.00	\$19,800.00	\$17,550.00	\$20,740.00	\$36,350.19	\$ 15,000.00
22	Site Clearing and Restoration	\$2,500.00	\$35,000.00	\$14,513.00	\$14,300.00	\$11,700.00	\$5,000.00	\$18,360.00	\$ 56,000.00
23	Earthwork	\$14,400.00	\$126,000.00	\$78,120.00	\$151,200.00	\$84,240.00	\$61,092.00	\$204,372.00	\$ 216,000.00
24	Erosion Control	\$1,500.00	\$27,500.00	\$3,083.00	\$4,250.00	\$3,744.00	\$3,200.00	\$9,338.00	\$ 4,500.00
25	Synthetic Turf	\$526,974.00	\$290,588.52	\$299,622.36	\$341,780.28	\$462,231.48	\$355,331.04	\$290,588.52	\$ 308,656.20
26	Base Course Drainage Aggregate (3")	\$34,160.00	\$46,848.00	\$39,937.92	\$60,512.00	\$41,109.12	\$29,114.08	\$45,198.56	\$ 44,896.00
27	Subbase Course Drainage Aggregate (5")	\$56,350.00	\$78,890.00	\$52,325.00	\$103,040.00	\$62,162.10	\$48,026.30	\$66,138.80	\$ 67,620.00
28	Concrete Stretcher Curb with Nailer Board (6" thick)	\$21,222.00	\$64,845.00	\$53,915.67	\$46,452.60	\$55,177.20	\$57,299.40	\$69,195.51	\$ 56,592.00
29	Underdrainage Panel Drains and Collector Pipes	\$56,461.50	\$82,810.20	\$74,529.18	\$95,608.14	\$74,529.18	\$38,393.82	\$23,337.42	\$ 86,574.30
30	4' Storm Sewer Shallow Manhole	\$5,500.00	\$7,438.00	\$8,175.00	\$7,800.00	\$7,312.50	\$3,300.00	\$5,840.00	\$ 3,500.00
31	5' Storm Sewer Manhole	\$6,000.00	\$9,438.00	\$11,165.00	\$11,200.00	\$8,190.00	\$5,960.00	\$7,777.00	\$ 5,000.00
32	12" Storm Sewer PVC Pipe	\$900.00	\$920.00	\$671.60	\$820.00	\$351.00	\$1,240.00	\$1,048.00	\$ 800.00
33	24" Storm Sewer HDPE Pipe	\$16,510.00	\$13,970.00	\$9,479.28	\$18,796.00	\$8,915.40	\$14,338.30	\$17,736.82	\$ 15,240.00
34	30" Storm Sewer RCP	\$8,160.00	\$22,715.40	\$6,413.76	\$5,151.00	\$5,370.30	\$17,935.68	\$5,624.79	\$ 5,865.00
35	18" Nyloplast Area Drain	\$500.00	\$2,545.00	\$3,625.00	\$3,200.00	\$2,340.00	\$2,150.00	\$2,495.00	\$ 2,750.00
36	Sod	\$14,748.00	\$0.00	\$26,448.08	\$26,423.50	\$22,294.06	\$17,255.16	\$20,204.76	\$ 12,290.00
37	4' Chain Link Fencing	\$6,400.00	\$13,440.00	\$12,323.20	\$11,200.00	\$17,971.20	\$9,504.00	\$17,024.00	\$ 16,000.00
38	Goalpost Footing	\$2,400.00	\$0.00	\$4,474.00	\$8,200.00	\$23,400.00	\$15,000.00	\$7,370.00	\$ 1,500.00
39	Goalpost	\$24,000.00	\$0.00	\$31,430.00	\$24,400.00	\$42,120.00	\$2,145.00	\$29,545.00	\$ 18,400.00
	Schedule 2:	\$808,685.50	\$904,934.22	\$767,484.05	\$968,033.52	\$989,480.91	\$738,068.00	\$897,544.37	\$949,683.50
	Schedule 1 + Schedule 2:	\$1,636,192.00	\$1,807,074.04	\$1,560,739.20	\$1,911,257.34	\$1,988,016.91	\$1,461,488.00	\$1,787,600.00	\$1,873,310.00

Shannon Marshall

4/30/2025

Shannon Marshall - Special Projects Devision Manger

Date



City of Broken Arrow

Request for Action

File #: 25-642, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion and possible approval and execution of a Resolution No.1654 creating, naming, and establishing the commencement date for Increment District No. 6, City of Broken Arrow; ratifying and confirming the Ordinance of the City Council of the City of Broken Arrow, Oklahoma, providing for severability; and containing other provisions related thereto

Background:

Resolution No. 1654 is creating, naming and establishing the commencement date for Increment District #6. In accordance with the requirements of the Act and as contemplated by Section 4 of the TIF Ordinance, the City hereby determines that the Increment District referred to therein shall be named “Increment District No. 6, City of Broken Arrow” and said Increment District is hereby created with an effective date of July 1, 2025 (referred to as the “Commencement Date”), and a termination date of June 30, 2050 (referred to as the “Expiration Date”), said Expiration Date representing a period not to exceed twenty-five (25) full fiscal years following the Commencement Date. All other provisions of the TIF Ordinance are hereby ratified and confirmed

Cost: N/A

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager’s Office

Attachments: Resolution No. 1654

Recommendation:

Approve Resolution No. 1654 and authorize its execution.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MET IN REGULAR SESSION ON THE 6TH DAY OF MAY, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Resolution was introduced and caused to be read by title by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

[Resolution No. ___ begins on following page]

RESOLUTION NO. 1654

A RESOLUTION CREATING, NAMING, AND ESTABLISHING THE COMMENCEMENT DATE FOR INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW; RATIFYING AND CONFIRMING ORDINANCE NO. 3875 OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Broken Arrow, Oklahoma (the “City”), has adopted the Hackberry Market Economic Development Project Plan (the “Project Plan”), pursuant to Ordinance No. 3875 dated May 6, 2025 (the “TIF Ordinance”), all in accordance with the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (the “Act”); and

WHEREAS, the purpose of the Project Plan is to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development, including but not limited to the development of the Hackberry Market shopping center located on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike (the “Project”); and

WHEREAS, the Project Plan supports the City’s efforts to achieve its development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base, thereby making possible investment that would be difficult without the adoption of the Project Plan and the apportionment of incremental tax revenues; and

WHEREAS, Section 856(B)(2) of the Act requires that the TIF Ordinance shall “create[s] the district as of a date provided in it or defer[s] determination of such date, provided such date must be no more than ten (10) years after the date of approval of the project plan” (62 O.S. §856(B)(2)); and

WHEREAS, Section 4 of the TIF Ordinance provided for the deferment of the official creation, designation, and naming of the Increment District, until such time as determined by the City Council, provided that such determination be made within ten (10) years of the effective date of the TIF Ordinance; and

WHEREAS, in order to comply with the requirements of the Act and to provide certainty as to the effective terms of the TIF Ordinance and the corresponding Increment District, the City finds that it is in the best interest of the overall success of the Project to establish the initiation, designation and official naming of Increment District No. 6, City of Broken Arrow, as described in the TIF Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA:

Section 1. Commencement Date. In accordance with the requirements of the Act and as contemplated by Section 4 of the TIF Ordinance, the City hereby determines that the Increment District referred to therein shall be named “Increment District No. 6, City of Broken Arrow” and

said Increment District is hereby created with an effective date of July 1, 2025 (referred to as the “Commencement Date”), and a termination date of June 30, 2050 (referred to as the “Expiration Date”), said Expiration Date representing a period not to exceed twenty-five (25) full fiscal years following the Commencement Date. All other provisions of the TIF Ordinance are hereby ratified and confirmed.

Section 2. Development Agreements. As provided in the Act, the City shall consider and take separate action with respect to such agreements and/or memoranda of understanding (collectively, the “Agreements”) as may be necessary and appropriate to implement the Project Plan, including but not limited to one or more Agreements with a public trust with the City as its beneficiary (referred to herein as the “Authority”), and a developer(s) (each acting through its duly designated corporate entity) governing allocations, accounting, disbursements, and other necessary procedures, all in accordance with the provisions of the Project Plan and the TIF Ordinance. Such Agreements may be adopted, supplemented, and/or amended as necessary prior to or following the Commencement Date.

Section 3. Severability. If any term, section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such term, section, subsection, sentence, clause, phrase or portion shall not affect the validity of the remaining portions of this Resolution.

Section 4. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the implementation of the Project Plan.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2025.

CITY OF BROKEN ARROW,
OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, City Clerk of the City of Broken Arrow, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 6TH DAY OF MAY, 2025.

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 25-578, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion and possible award of the lowest responsible bid to Scissor Tail Construction for the Renovation of the Public Safety Complex - EMS Building (Project Number 191711)

Background:

The Engineering and Construction Division has solicited bids for the Renovation of the Public Safety Complex - EMS Building (Project Number 191711). The renovation will adapt the existing annex building in the Public Safety Complex for the use of the EMS team to service and appropriately store the City of Broken Arrow's Ambulances.

The project was advertised for two consecutive weeks and followed the 21-day bidding process. Two bids were received and opened on April 3, 2025. The bids included a base bid and three alternatives. The lowest responsible bid was from Scissor Tail Construction with a base bid of \$939,153.28, the alternatives are not awarded. The Engineer's Estimate was \$846,383.25.

Cost: \$939,153.28

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: BAPSC Fire Department Annex EMS Building - Bid Tab

Recommendation:

Award the lowest responsible bid to Scissor Tail Construction for the Renovation of the Public Safety Complex - EMS Building (Project Number 191711)

BAPSC Fire Department Annex Building (#9569674)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

04/03/2025 01:45 PM CDT

Section	Titl	Line Item	Item Code	Item Description	UofM	Engineer Estimate			Scissor Tail Construction		Magnum	
						Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid												
		1	1	General Conditions	MO	5	\$19,000.00	\$95,000.00	\$28,500.00	\$142,500.00	\$15,000.00	\$75,000.00
		2	2	Demolition - Site	LS	1	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$3,729.00	\$3,729.00
		3	3	Demolition - Interior	SF	10332	\$2.00	\$20,664.00	\$3.79	\$39,158.28	\$3.00	\$30,996.00
		4	4	Sidewalks	SF	795	\$6.60	\$5,247.00	\$12.00	\$9,540.00	\$10.00	\$7,950.00
		5	5	Masonry	SF	60	\$25.00	\$1,500.00	\$1,140.00	\$68,400.00	\$150.00	\$9,000.00
		6	6	Canopies at doors	LS	4	\$3,000.00	\$12,000.00	\$5,250.00	\$21,000.00	\$3,500.00	\$14,000.00
		7	7	Rough Carpentry	LS	1	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
		8	8	Finish Carpentry	LS	1	\$2,250.00	\$2,250.00	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00
		9	9	Doors	EA	15	\$900.00	\$13,500.00	\$1,250.00	\$18,750.00	\$1,700.00	\$25,500.00
		10	10	Door Hardware	LS	1	\$10,800.00	\$10,800.00	\$3,750.00	\$3,750.00	\$38,000.00	\$38,000.00
		11	11	Glass & Glazing	EA	4	\$250.00	\$1,000.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00
		12	12	Drywall	SF	1200	\$4.19	\$5,028.00	\$12.50	\$15,000.00	\$6.50	\$7,800.00
		13	13	Acoustical	SF	800	\$6.61	\$5,288.00	\$15.50	\$12,400.00	\$15.00	\$12,000.00
		14	14	Flooring Sealant	SF	7653	\$1.25	\$9,566.25	\$3.00	\$22,959.00	\$0.00	\$0.00
		15	15	Flooring Epoxy	SF	135	\$5.00	\$675.00	\$35.00	\$4,725.00	\$65.00	\$8,775.00
		16	16	Carpet	SF	450	\$3.50	\$1,575.00	\$8.00	\$3,600.00	\$6.00	\$2,700.00
		17	17	Tile	SF	330	\$6.25	\$2,062.50	\$19.00	\$6,270.00	\$14.00	\$4,620.00
		18	18	LVT	SF	370	\$3.25	\$1,202.50	\$9.00	\$3,330.00	\$9.00	\$3,330.00
		19	19	Painting	LS	1	\$26,783.00	\$26,783.00	\$34,703.00	\$34,703.00	\$45,000.00	\$45,000.00
		20	20	Metal Lockers	LS	1	\$2,500.00	\$2,500.00	\$3,420.00	\$3,420.00	\$3,000.00	\$3,000.00
		21	21	Steel Stair & Railings	LS	1	\$12,000.00	\$12,000.00	\$19,900.00	\$19,900.00	\$21,000.00	\$21,000.00
		22	22	Overhead Door Repair	EA	8	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$950.00	\$7,600.00
		23	23	Fire Extinguishers	EA	2	\$825.00	\$1,650.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
		24	24	Mechanical	LS	1	\$154,980.00	\$154,980.00	\$153,870.00	\$153,870.00	\$205,000.00	\$205,000.00
		25	25	Plumbing	LS	1	\$72,324.00	\$72,324.00	\$70,941.00	\$70,941.00	\$85,000.00	\$85,000.00
		26	26	Fire Protection	LS	1	\$92,988.00	\$92,988.00	\$16,000.00	\$16,000.00	\$24,000.00	\$24,000.00
		27	27	Electrical	LS	1	\$258,300.00	\$258,300.00	\$185,442.00	\$185,442.00	\$275,000.00	\$275,000.00
		28	28	Electronic Safety & Security	LS	1	\$15,000.00	\$15,000.00	\$39,095.00	\$39,095.00	\$11,500.00	\$11,500.00
		29	29	Division 10 - Specialties	LS	1	\$12,000.00	\$12,000.00	\$5,700.00	\$5,700.00	\$12,000.00	\$12,000.00
Alternate 1												
		30	30	Exterior Wall paint	LS	1	\$8,568.00	\$8,568.00	\$19,247.50	\$19,247.50	\$16,900.00	\$16,900.00
Alternate 2												
		31	31	Covered Parking Structure and Footings	LS	1	\$73,500.00	\$73,500.00	\$91,900.00	\$91,900.00	\$122,000.00	\$122,000.00
		32	32	Paving	LS	1	\$27,000.00	\$27,000.00	\$54,000.00	\$54,000.00	\$215,000.00	\$215,000.00
Alternate 3												
		33	33	Generator	LS	1	\$40,000.00	\$40,000.00	\$31,221.00	\$31,221.00	\$25,000.00	\$25,000.00
							Base Bid Total:	\$846,383.25		\$939,153.28		\$946,500.00
							Base Bid + Alt 1	\$854,951.25		\$958,400.78		\$963,400.00
							Base Bid + Alt 1 + Alt 2	\$955,451.25		\$1,104,300.78		\$1,300,400.00
							Base Bid + All Alternates	\$995,451.25		\$1,135,521.78		\$1,325,400.00

Shannon Marshall

4/22/2025

Shannon Marshall, Special Projects Division Manager

Date



City of Broken Arrow

Request for Action

File #: 25-597, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion, and possible approval for securing lobbying services for the City of Broken Arrow for state and federal legislative matters

Background:

Securing lobbying services for the City of Broken Arrow in state and federal legislative matters is an important process that can help the city effectively advocate for its interests, influence public policy, and secure funding for various projects.

The city is interested in finding a lobbyist that can help us identify legislative priorities at both the state and federal levels. This may include areas such as infrastructure funding, economic development, public safety, transportation, etc.

There are many projects and opportunities for legislative action that having a contracted lobbyist would make a significant difference to seeking support for specific programs and projects.

This item is a continuation of the discussion held with Council on March 18, 2025.

Cost: \$0

Funding Source: None

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:

Approve securing lobbying services for the City of Broken Arrow for state and federal legislative matters



City of Broken Arrow

Request for Action

File #: 25-541, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement from Anthem Church, Inc, on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E), (EASE-002076-2025)

Background:

Property owner, Anthem Church, Inc., has submitted an application requesting the closure of a 21.21'-foot wide easement on property located approximately one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road. The property is developed as Anthem Church. The applicant has verified that the easement is not currently in use and has been replaced by a new easement which was filed in December of 2024.

Staff has reviewed the documents 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
Exhibit A

Recommendation:

Preview the Ordinance and set for adoption.

Preview Ordinance No. 3873

An Ordinance closing an easement from Anthem Church, Inc, on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate 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 utility 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 20th day of May, 2025.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

EASEMENT CLOSURE

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4, SW/4) SECTION EIGHT (8) TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B. & M.), CITY OF TULSA, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE N88°44'36"E FOR A DISTANCE OF 1004.66 FEET; THENCE S01°10'46"E FOR A DISTANCE OF 481.51 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE N89°37'11"E FOR A DISTANCE OF 160.79 FEET; THENCE S44°37'11"W FOR A DISTANCE OF 21.21 FEET; THENCE S89°37'11"W FOR A DISTANCE OF 130.79 FEET; THENCE N45°22'49"W FOR A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING (P.O.B.)

AREA CONTAINS 2,186 SQUARE FEET

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). THE NORTH LINE OF SOUTHWEST QUARTER OF SECTION 8 AS BEING N88°44'36"E

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 16TH DAY OF AUGUST 2024.



Cliff Bennett

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025

SURVEYOR'S LAST SITE VISIT: AUGUST 10, 2024



wallace
design
collective

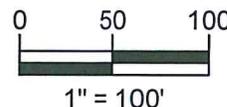
wallace design collective, pc
structural - civil - landscape - survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 - 800.364.5858
wallace.design

EASEMENT CLOSURE

Exhibit "A"

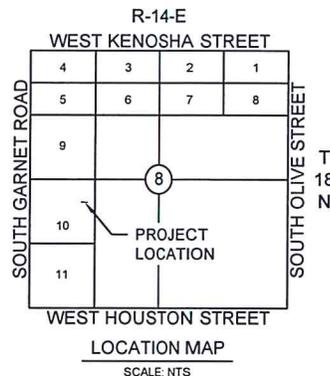
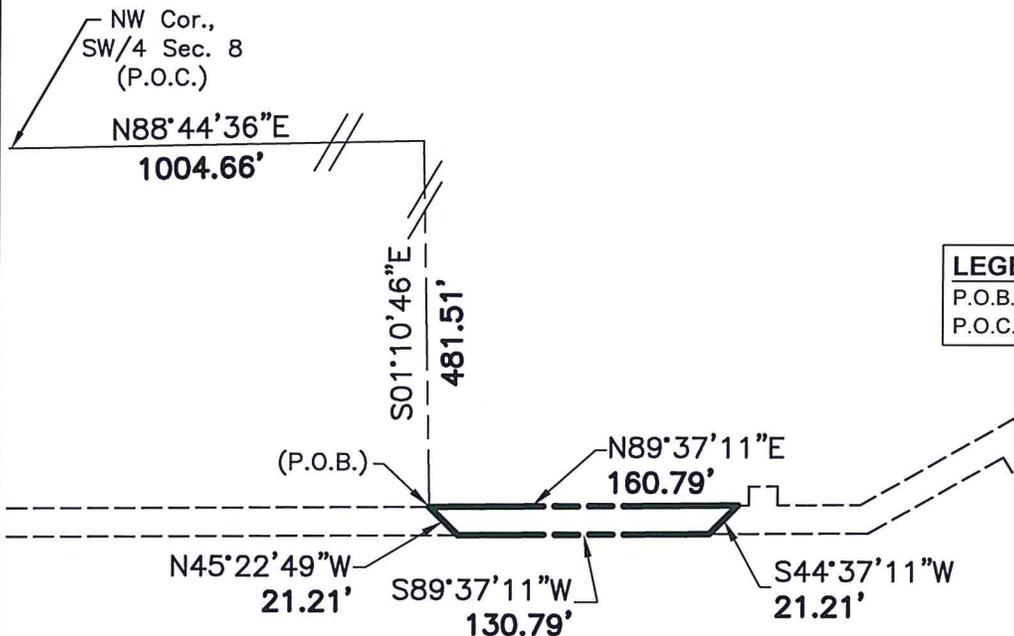
SHEET 2 OF 2

A PART OF THE GOVERNMENT LOT 10 OF THE SW/4 OF SEC. 8,
T.18 N., R.14 E., I.B. & M., CITY OF TULSA, TULSA COUNTY,
STATE OF OKLAHOMA



LEGEND

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT



BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). THE NORTH LINE OF SOUTHWEST QUARTER SECTION 8 AS BEING N88°44'36"E

SURVEYOR'S LAST SITE VISIT:

AUGUST 10, 2024

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 16TH DAY OF AUGUST 2024.



Cliff Bennett

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2025



wallace
design
collective

wallace design collective, pc
structural • civil • landscape • survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858 • 800.364.5858
wallace.design

ORIG SIZE: 8.5"X11"

PLOT: 8/16/2024 9:51:24 AM

\\civil-server\Projects\2440317 Anthem Church Building Addition\Dwg\PRODUCTION\Exhibits\2440317 Easement Closure.dwg



City of Broken Arrow

Request for Action

File #: 25-643, **Version:** 1

Broken Arrow City Council
Meeting of: 05-06-2025

Title:

Consideration, discussion, and possible preview of an Ordinance approving the new Broken Arrow Zoning Ordinance

Background:

Amongst the key priorities in the Broken Arrow NEXT Comprehensive Plan is to update the City's land development regulations to effectively implement the plan and help bolster the community's vision. One of the goals of the Plan is to "ensure that new development is high-quality and long-lasting" (Goal LU2), and a recommendation is to evaluate and identify potential updates to the Zoning Ordinance as a tool to create stronger character and sense of place in the built environment (LU2.2).

Kendig Keast Collaborative was selected through the Request for Qualifications (RFQ) process to work with the Community Development Department to update the Zoning Ordinance. Since May of 2021, KKC has worked through the core services in Phase I include five stages to the Zoning Ordinance Update.

- Stages 1-3: Project Orientation, Outreach and Communication, and Diagnostics and Analysis - hold kick-off meetings and coordination between the consultant and city staff; conduct facilitated stakeholder discussions with stakeholders, Planning Commission, City Council, stakeholder advisory committee, and staff technical team; outreach for community-wide feedback; and, examine best practices and procedures that meet the City's goals.
- Stage 4: Technical Drafting - develop code framework; draft the new draft Zoning Ordinance; generate customized graphics to illustrate development concepts; facilitate discussions with stakeholders; and revise draft Zoning Ordinance as needed
- Stage 5: Review and Adoption - provide targeted education and outreach of the proposed Zoning Ordinance and hold public hearings for consideration/adoption.

With Phase II of the update, KKC has been working with Staff to design and implement web-based, interactive public presentation platform, create a project website and develop a Zoning Map recommendation consistent with updated Zoning Ordinance.

Attached is the latest draft Zoning Ordinance for. The draft ordinance for review and consideration by the City Council may be viewed on the project website at:

<https://online.encodeplus.com/regs/brokenarrow-ok-update/doc-viewer.aspx#secid-5>
<[https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fonline.encodeplus.com%2Fregs%2Fbrokenarrow-ok-update%2Fdoc-viewer.aspx%23secid-5&data=05%7C02%7CAYamaguchi%40brokenarrowok.gov%7Ca0f19b944b5a42a00c2608dd791bad1d%7Ccfb7749349594a57b52c45ee2fbff997%7C0%7C0%7C638799885118578304%7CUnknown%](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fonline.encodeplus.com%2Fregs%2Fbrokenarrow-ok-update%2Fdoc-viewer.aspx%23secid-5&data=05%7C02%7CAYamaguchi%40brokenarrowok.gov%7Ca0f19b944b5a42a00c2608dd791bad1d%7Ccfb7749349594a57b52c45ee2fbff997%7C0%7C0%7C638799885118578304%7CUnknown%7C)>

[7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOilwLjAuMDAwMClslIAiOiJXaW4zMilslkFOljoiTWFpbClslldUljoyfQ%3D%3D%7C80000%7C%7C%7C&sdata=lCszv1fDfh%2F2FwuQUAbGYAMrT02bL6ogvL5XxCnemJY%3D&reserved=0>](#)

The Planning Commission, in their regular meeting held April 24, 2025, recommended approval (5-0 vote) of this new Zoning Ordinance. The Planning Commission discussed the merits of amending the text to require the side setbacks in the RS (Single-Family Residential) district to be 5’ and 10’ foot, rather than 5’ and 5’. The Planning Commission, with their motion for approval, requested that the City Council discuss this possible change and direct Staff to adjust the text as approved by the Council.

Cost: N/A
Funding Source: Community Development Operational Fund
Requested By: Rocky Henkel, Community Development Director
Approved By: City Manager Office
Attachments: None

Recommendation:
Preview the ordinance and set for adoption.



City of Broken Arrow

Request for Action

File #: 25-472, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3860, closing a utility and drainage easement from Heritage BA, on property located one-eighth mile east of Evans Road (225th East Avenue) and north of Kenosha Street (71st Street), Wagoner County, State of Oklahoma, (Section 04, T18N, R15E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002069-2025)

Background:

Property owner, Heritage BA, has submitted an application requesting the closure of a 25'-foot wide utility and detention easement on property located approximately one-eighth mile east of Evans Road (225th East Avenue) and north of Kenosha Street (71st Street). The property is currently in the process of being platted as Heritage United.

The easement was recorded with the original property plat, Heritage United Methodist Church. The applicant has verified that the easement is not currently in use, and a new easement will be dedicated with the replat of the property to provide any required services in the future.

Staff has reviewed the documents and recommends acceptance of the utility and drainage easement closure. Ordinance No. 3860 was previewed on April 15, 2025.

Cost: \$0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3860
Existing Easement Closure

Recommendation:

Adopt Ordinance No. 3860 and approve the emergency clause.

Ordinance No. 3860

An Ordinance closing a utility and drainage easement from Heritage BA, on property located one-eighth mile east of Evans Road (225th East Avenue) and north of Kenosha Street (71st Street), Wagoner County, State of Oklahoma, (Section 04, T18N, R15E), repealing all ordinances to the contrary; and declaring an emergency

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The utility easement affecting the real estate described as follows:

See “Existing Easement Closure”

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this utility 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 6th day of May, 2025.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY

**Evans Road
(South 225th East Avenue)**

WEST LINE SECTION 4

Timberbrook V

1
5

Unplatted

N89°09'20"E

37.86' N. PROPERTY LINE
25' U/E & D/E
(PLAT)

0 40 80 120

SCALE: 1"=80'

14.00'
S00°50'40"E
12.69'
S89°09'20"W

Heritage United
Methodist Church

1
1

Unplatted

N01°32'36"W

W. PROPERTY LINE

224.16'

210.16'
S01°32'36"E

P.O.B.

S. PROPERTY LINE

P.O.C. - SW COR.
SECTION 4, T-18-N, R-15-E
FND 5/8" IRON PIN

295.11'
N 89°09'20" E

**(East 71st Street South)
East Kenosha Street**

SOUTH LINE SECTION 4

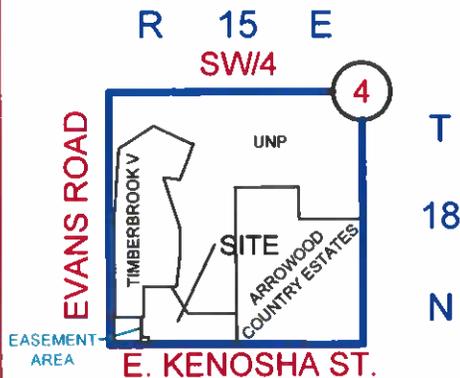
BASIS OF BEARINGS: OKLAHOMA STATE PLANE
COORDINATE SYSTEM. (NORTH ZONE 3501)

Legend

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
-  = EXISTING U/E & D/E EASEMENT CLOSURE

**Existing Utility & Drainage
Easement Closure**

OF PART OF
LOT 1, BLOCK 1 OF HERITAGE UNITED METHODIST CHURCH IN
PART OF SECTION 4, TOWNSHIP 18 NORTH, RANGE 15 EAST
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA



Location Map

SCALE: 1"=2000'



**SISEMORE
& ASSOCIATES**

6660 South Sheridan Road
Suite 210 - Tulsa, Oklahoma 74133
C.A. No. 2421

Phone: (918) 665-3600
Fax: (918) 665-8668
Exp. Date 6/30/25

(www.sisemoreandassociates.com)

FILE: 1815.04 WO#: 19258.01



Engineering • Land Surveying
 Land Planning • 3D Scanning • UAV Mapping
 6660 S Sheridan Rd Ste 210 Tulsa, OK. 74135 (918)-665-3600

(Sheet 2 of 2)

LEGAL DESCRIPTION
 (Existing Easement Closure)

A STRIP OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), HERITAGE UNITED METHODIST CHURCH, AN ADDITION TO THE CITY OF BROKEN ARROW LYING IN SECTION FOUR (4), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE NORTH 89°09'20" EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 4 FOR 295.11 FEET; THENCE NORTH 01°29'23" WEST FOR 60.00 FEET TO THE SOUTHERLY MOST SOUTHWEST CORNER OF LOT ONE (1), BLOCK ONE (1) OF SAID HERITAGE UNITED METHODIST CHURCH AND POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE NORTH 01°32'36" WEST ALONG A WESTERLY LINE OF SAID LOT 1 FOR 224.16 FEET TO THE SOUTHERLY MOST NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°09'20" EAST ALONG A NORTHERLY LINE OF SAID LOT 1 FOR 37.86 FEET; THENCE SOUTH 00°50'40" EAST FOR 14.00 FEET; THENCE SOUTH 89°09'20" WEST PARALLEL WITH A NORTHERLY LINE OF SAID LOT 1 FOR 12.69 FEET; THENCE SOUTH 01°32'36" EAST PARALLEL WITH A WESTERLY LINE OF SAID LOT 1 FOR 210.16 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 89°09'20" WEST ALONG SAID SOUTHERLY LINE FOR 25.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

SAID STRIP OF LAND CONTAINS 0.133 ACRES OR 5,783 SQUARE FEET, MORE OR LESS.

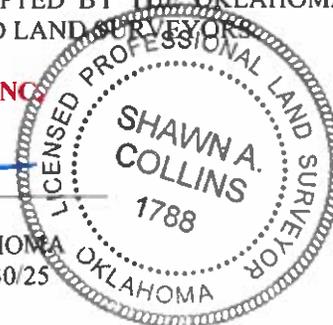
BASIS OF BEARINGS: OKLAHOMA STATE PLANE (NORTH ZONE 3501)

LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

SISEMORE & ASSOCIATES, INC.
 BY SHAWN A. COLLINS

SHAWN A. COLLINS
 LS No. 1788, STATE OF OKLAHOMA
 C. A. NO. 2421 EXPIRES: 6/30/25



02.07.25
 DATE



City of Broken Arrow

Request for Action

File #: 25-473, Version: 1

**Broken Arrow City Council
Meeting of: 05-06-2025**

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3860; 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. 3860



City of Broken Arrow

Request for Action

File #: 25-638, Version: 1

Broken Arrow City Council

Meeting of: 05/06/2025

Title:

Consideration, discussion and possible adoption of an Ordinance No. 3875 of the City of Broken Arrow, Oklahoma (the “City”) approving utilization of apportioned tax revenues authorized by statewide vote adopting Article 10, Section 6C of the Oklahoma Constitution and implemented by the Local Development Act, 62 O.S. §850, et seq.; approving and adopting the Hackberry Market Economic Development Project Plan and expressing intent to carry out the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Planning Commission; creating and establishing Increment District No. 6, City of Broken Arrow and/or deferring the naming and effective date for the creation of the Increment District; designating and adopting the Increment District boundaries and the Project Area boundaries; adopting certain findings; reserving to the City the authority to make minor amendments to the Project Plan; authorizing the City Council of the City to carry out and administer the Project Plan; establishing a Tax Apportionment Fund; authorizing directions for prospective apportionment of tax increments; establishing an allocation of use for tax increments; declaring apportionment funds to be funds of the City and limiting the pledge of apportioned increments to increments actually apportioned by the City; authorizing the City Council of the City, or a public trust designated thereby, to implement the Project Plan utilizing apportioned tax increments to pay or reimburse project costs directly and/or to issue bonds or notes, if feasible and desirable, to pay project costs and to retire said bonds or notes from apportioned tax increments; providing for severability; declaring an emergency; and containing other provisions related thereto

Background:

Ordinance 3875 that is before for discussion and possible adoption is to form TIF #6 between the city and Hackberry Market LLC of the agreement and actions taken thus far are below:

The Project as represented to the Review Committee contemplates commercial retail development by Hackberry Market, LLC, an affiliate of Sooner Investments DEV CO, LLC (the “Developer”) of up to approximately 30.56 acres generally located on the northeast corner of

5

the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike. The Developer proposes to invest or cause to be invested in excess of \$97.67 million to construct an estimated 211,580 square-foot of retail and service industry space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), over the next two years (the “Hackberry Market Project”). The proposed Project Costs (as described in the Project Plan) contemplate providing assistance in development financing in the amount of \$22,000,000 to offset the significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The Increment District will capture a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use

tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of the Project Plan), over the approximately twenty-five (25) year term of the Increment District, as the TIF Revenues utilized to pay debt service on contemplated TIF Bonds to be issued on behalf of the City. Based on the preliminary development projections assuming full buildout of the Hackberry Market Project, it is anticipated that approximately \$120.5 million in sales and use tax TIF Revenues will be generated during the term of the Increment District, with approximately \$67.89 million available for the payment of Project Costs, and the balance of approximately \$52.61 million apportioned to the City. Additional amounts will be financed by the apportionment of tax increments from the Increment District including the Organizational Costs and the Debt Service Costs, all related to Project Costs in excess of the amounts specifically identified as the costs of the TIF Projects. The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the Project Costs are preliminarily estimated to be approximately \$29,700,000. The estimated combined total of all Project Costs is \$52,050,000. Any excess TIF Revenues will be returned to the City. (Developer projects \$1.41 billion in gross taxable sales over 23 years.

The TIF Review Committee recommended approval of the TIF on April 6, 2025 (Resolution 1647). The Planning Commission approved the TIF on April 24, 2025. (Resolution 1641) The first public hearing was on April 24, 2025, and the 2nd Public Hearing is scheduled for Tuesday May 6, 2025, at 6:30 pm at the during the regular city council meeting.

- Cost:** N/A
- Funding Source:** N/A
- Requested By:** Cynthia S, Arnold, Finance Director
- Approved By:** City Manager Office
- Attachments:** Ordinance 3875 and Hackberry Mark Project Plan

Recommendation:

Adopt Ordinance No. 3875 and approve the emergency clause.

**HACKBERRY MARKET
ECONOMIC DEVELOPMENT PROJECT PLAN**

Prepared by:

CITY OF BROKEN ARROW, OKLAHOMA

**MAYOR AND CITY COUNCIL
DEBRA WIMPEE, MAYOR, WARD 1
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HACKBERRY MARKET

ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

This Hackberry Market Economic Development Project Plan (the “**Project Plan**”) describes an economic development project of the City of Broken Arrow, Oklahoma (the “**City**”), that brings a transformative commercial development to approximately 30.56 undeveloped acres located on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike. The Project Plan contemplates the creation of a tax increment financing district pursuant to the Local Development Act, 62 O.S. §850, *et seq* (the “**Local Development Act**”), as authorized pursuant to Article 10, §6C of the Oklahoma Constitution.

The primary development component of the Project is the construction and operation of a commercial retail development by Hackberry Market, LLC, an affiliate of Sooner Investments DEV CO, LLC (together with its successors and assigns, referred to herein as the “**Developer**”), to be known as the Hackberry Market shopping center, and comprised of approximately 211,580 square-feet of retail shopping center space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), with a total projected capital investment in excess of \$97.67 million (collectively and as more thoroughly discussed herein, referred to as the “**Project**”).

The City recognizes the difficulty in development of the area due to significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The goal of the Increment District (as defined herein) is to promote economic development in the City by incentivizing capital investment in undeveloped property in order to enhance the tax base and create employment opportunities within the City. The City proposes to encourage the magnitude of the capital investment by providing a mechanism to offset a portion of the costs associated with the Project.

The City has identified certain costs associated with the infrastructure improvements and economic incentives in connection with establishing the Increment District (as defined herein) (collectively referred to herein as the “**TIF Projects**”). The costs of the improvements necessary to support the full development of the Project are estimated to be \$22,000,000, including the costs of infrastructure improvements and certain economic incentives in the form of assistance in development financing (as defined in Section 853(14)(o) of the Local Development Act). The associated costs of the TIF Projects, along with the Organizational Costs and the Debt Service Costs (each as further defined herein) are collectively referred to herein as the “**Project Costs**”. The City expects to cause to be issued TIF Bonds (as defined herein), and apply the proceeds to pay the Project Costs.

Based on the proposed Project, the aggregate total commercial development within the Increment District could result in a potential total capital investment in excess of \$97.67 million, with a net taxable value subject to ad valorem taxes in excess of \$83.03 million, and generate approximately \$3.04 billion in taxable sales over the term of the Increment District. Please see Exhibit “E” for a more detailed description of projected development within the Increment District. Please see Exhibit “F” for a Preliminary Site Development Plan for the Project.

II. PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES

The Project Area is the area within which all project activities, including construction of the supporting public improvements, will take place (referred to herein as the “**Project Area**”). A map showing the Project Area is attached as Exhibit “A”. The legal description of the Project Area is set forth in Exhibit “B”. The Increment District is the specific geographic area within which the identified tax increments will be generated and utilized as set forth in this Project Plan (referred to herein as the “**Increment District**”). The Increment District is located entirely within the Project Area. Most of the contemplated project activities will occur within the boundaries of the Increment District, however certain project activities may occur outside the boundaries of the specific Increment District but within the Project Area. A map showing the boundaries for the proposed Increment District is attached as Exhibit “C”. The legal description of the Increment District is set forth in Exhibit “D”.

III. ELIGIBILITY OF PROJECT

The Increment District is undeveloped and/or underdeveloped within the meaning of the Local Development Act. The Project Area (including the Increment District) is located in a reinvestment area (as defined in Section 853(17) of the Local Development Act) and is therefore eligible for assistance under the Local Development Act.

The Increment District comprises an area where investment, development and economic growth have not occurred, and which requires significant public infrastructure improvements to serve as a catalyst to expand employment opportunities, to attract major investment in the area, and to enhance the tax base.

IV. OBJECTIVES

The purpose of the Project and the Increment District is to support the achievement of the economic development objectives of the City in order to:

- A. Create significant developments within the City that will act as a catalyst for additional development within the community;
- B. Attract major investment in the area;

- C. Serve as a catalyst for retaining and expanding employment in the area;
- D. Promote economic development to increase tax revenues, raise property values, and improve economic stability;
- E. Preserve and enhance the tax base; and
- F. Make possible investment, development and economic growth which would otherwise be difficult or impossible without the TIF Projects and the apportionment of sales and use taxes from within the Increment District.

V. FINANCIAL IMPACTS

The proposed private development will generate tax increments necessary to pay all or a portion of the authorized costs of the TIF Projects. Without the creation of the proposed Increment District, significant development within the Project Area would be unlikely and as a result, any significant increases in ad valorem taxes and sales and use taxes would be extremely improbable.

The proposed development project does not create a significant increase in demand for services or costs to the affected taxing entities other than the City, whose public sector costs will be offset by apportioned tax increments as provided in this Project Plan.

The creation of the Increment District will allow the City to apportion the incremental increase in sales and use tax revenues generated through construction and operation of the commercial developments within the Increment District for the purpose of paying Project Costs, either through direct payment and/or reimbursement and/or paying debt service on tax apportionment bonds or notes (collectively, the “**TIF Bonds**”), which may be issued in one or more series by a public trust created under Title 60, Oklahoma Statutes 2021, Section 176 *et seq.*, and including any interest, capitalized interest and other related financing costs. The proceeds of any such TIF Bonds (if issued) shall be utilized for the Project Costs.

The formation of the Increment District should result in no net loss in existing sales and use tax revenue to the City, as the affected sales tax jurisdiction. A baseline sales tax collection level within the Increment District will be identified and will continue to accrue to the City. A potentially negative impact of utilizing incremental sales tax revenues to promote the creation of a significant retail development is the potential for transfer of sales tax dollars from existing retail establishments located outside the Increment District to new retail establishments located inside the Increment District. To offset this concern, the Increment District will only capture the revenues equivalent to a two percent (2.0%) sales and use tax (representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) for the payment of Project Costs, with the other one and fifty-five hundredths percent (1.55%) sales and use tax (representing approximately 43.66% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) accruing to the City for general or dedicated municipal purposes, and further, the incremental sales and use tax revenues will exclude an amount representing the estimated historical sales tax collections for any business located within the City

that relocates to a site within the Increment District. Assuming completion of the proposed Project, the City could realize an estimated gross gain in annual sales and use tax revenues in the approximate amount of \$1.84 million, and upon expiration of the Increment District, an estimated gross gain in annual sales and use tax revenues of approximately \$6.53 million. Additionally, Tulsa County levies a 0.367% sales and use tax as of the date of this Project Plan. The County sales and use tax collections are not subject to the apportionment of the Increment District, however, it is estimated that upon completion of the proposed Project, the County could realize an estimated gross gain in annual sales and use tax revenues in the approximate amount of \$1.29 million.

These impacts may be mitigated by any decrease in sales and use tax collections outside the Increment District (for example, potential decline in overall sales of competing businesses, or relocation of existing businesses from other areas of the City to the Increment District) or by increased costs of providing city services to the development (police, fire, etc.) but may be augmented by the increased retention of customer spending within the City (for example, by reducing the leakage of sales to other municipalities by offering a wider and more diversified retail selection within the City).

The affected ad valorem taxing jurisdictions are Tulsa County, the Tulsa City County Health Department, Independent School District No. 3 of Tulsa County (Broken Arrow Public Schools, and referred to herein as the “**School District**”), Tulsa Technology Center No. 18, Tulsa Community College, and Tulsa City-County Library, and the City. The general and intangible impacts on the affected taxing jurisdictions from implementation of this Project Plan are positive and include the achievement of the objectives set forth in Section IV of this Project Plan. No portion of any ad valorem tax increments generated by the Project will be captured as part of the TIF Revenue. Upon completion of the Project, the ad valorem taxing jurisdictions could see an aggregate net gain in annual ad valorem tax revenues of approximately \$1.17 million (based on a taxable capital investment of approximately \$83.03 million).

The proposed Project will create an increase in demand for utility services from the City, however the City has sufficient capacity to handle such demand, and the proposed development within the Increment District should generate significant increases in annual water and sewer utility revenues. Any increase in public sector costs should be more than offset by apportioned tax increments as provided in this Project Plan.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the project, including all necessary, appropriate and supportive steps, will consist of any of the following:

A. Site preparation, planning and construction of public improvements necessary to support the development project;

B. Acquisition by private developers of any additional property interests necessary for the development project including connecting public easements;

C. Negotiation, preparation, execution, and implementation of development agreements, including agreements for financing, demolition, and construction by private developers, as authorized by the Local Development Act. Such agreements may include the granting of incentives for private developers to complete certain improvements within the Project Area;

D. Issuance of tax apportionment bonds or other debt issuance necessary to provide funds for Project Costs;

E. All other actions necessary and appropriate to carry out the development project as authorized by the Local Development Act.

VII. ESTABLISHMENT OF INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW

This Project Plan, upon adoption by Ordinance of the City of Broken Arrow, Oklahoma, will establish Increment District No. 6, City of Broken Arrow. The Increment District shall commence as of the date determined by the City Council of the City in accordance with Section 856(B)(2) of the Local Development Act (the “**Commencement Date**”); provided however, the Commencement Date shall not be later than ten (10) years following adoption of this Project Plan. The Increment District shall be comprised of the area shown and described in Exhibits “C” and “D”. In accordance with the provisions of the Local Development Act, the following incremental revenues shall be apportioned and used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan. The apportionment of the Sales Tax Increment Revenues (as defined herein, and collectively referred to as the “**TIF Revenues**”) shall continue for that period required for the payment of the Project Costs, or a period not to exceed twenty-five (25) full fiscal years following the respective Commencement Date (referred to as the “**Expiration Date**”), whichever is less:

A. [Reserved]

B. An amount equivalent to the revenues generated from a two percent (2.0%) sales and use tax, representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan pursuant to Chapter 22, Article II, Section 22-6 *et seq.*, of the Broken Arrow Code of Ordinances (the “**Code of Ordinances**”), as such Code of Ordinances may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time (collectively, the “**Sales Tax Increment Revenues**”); provided that all such Sales Tax Increment Revenues shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan; provided, however, the Sales Tax Increment Revenues shall be reduced by the amount of sales tax revenues generated by any existing businesses (currently located within the City, but outside the boundaries of the Increment District) that cease operations at their existing location and relocate to within the Increment District, but provided further, said reduction shall not be applied to any existing businesses that open an additional location within the Increment District for so long as all other

existing location(s) remain open for business. Said amount of reduction (collectively, the “**Transfer Adjustment**”) shall be calculated based on the sales tax collections during the twelve month period prior to closing the previous location. The remaining unapportioned one and fifty-five hundredths percent (1.55%) sales and use tax (representing approximately 43.66% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances; and

C. [Reserved]

VIII. PROJECT AND INCREMENT DISTRICT AUTHORIZATIONS

A. Upon adoption of an Ordinance of the City Council of the City approving this Project Plan, the City is hereby designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act.

B. The City may create a new public trust with the City named as its beneficiary, and/or designate an existing public trust with the City named as its beneficiary and/or designate an alternate public trust with Tulsa County, Oklahoma, named as its beneficiary (said public trust referred to herein as the “**Authority**”), and said Authority shall be the public entity designated by the City to assist in carrying out and administering the provisions of this Project Plan and authorized to exercise all powers necessary or appropriate thereto pursuant to Title 62, Section 854 of the Local Development Act, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of that section, which powers shall be reserved to the City.

C. The person in charge of implementation of this Project Plan in accordance with the provisions, authorizations and respective delegations of responsibilities contained herein is Mr. Michael Spurgeon, City Manager. Mr. Spurgeon, or his successor as City Manager, is authorized to empower one or more designees to exercise responsibilities in connection with project implementation.

IX. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED BY TAXES APPORTIONED FROM INCREMENT DISTRICT

The costs of the TIF Projects to be financed by the apportionment of tax increments from the Increment District include the planning, design, acquisition, site preparation and/or construction of the TIF Projects in an aggregate total amount of \$22,000,000. Certain TIF Projects may be funded though the payment of assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to a third party as reimbursement for the payment of the Project Costs. Additional amounts will be financed by the apportionment of tax increments from the Increment District including the following items related to Project Costs in

excess of the amounts specifically identified as costs of the TIF Projects: (a) the direct or incidental administrative costs incurred or to be incurred by or on behalf of the City, the Authority, or other public entities (all as contemplated in Title 62, Section 853(14)(e) of the Local Development Act) in organizing, supervising, implementing and administering this Project Plan, including, but not limited to, payment and/or reimbursement of costs advanced in connection with the preparation and approval of this Project Plan, administrative costs, organizational costs, professional service costs, including those incurred for architectural, planning, engineering, and legal and financial advisors and services (collectively, the “**Organizational Costs**”), and (b) interest and other financing costs and fees, including principal, interest (including capitalized interest), associated costs of issuance, reasonably required reserves, and prepayment premium paid on debt service and/or any reimbursement obligation (collectively, the “**Debt Service Costs**”). The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the costs of the TIF Projects are preliminarily estimated to be on the order of \$29,700,000.

The total estimate of the costs of the TIF Projects that may be made available for improvements and assistance in development financing from apportioned tax revenues shall be \$22,000,000 (including all engineering, construction, planning, and contingency costs), which shall be a not-to-exceed amount. Apportioned tax revenues in excess of the amounts needed for the costs of the TIF Projects may be utilized as necessary to pay the Organizational Costs and the Debt Service Costs, and could total approximately \$30,050,000. The estimated combined total of all Project Costs is \$52,050,000.

X. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

It is hereby determined that the proposed Project Costs, specifically including but not limited to the costs of the TIF Projects, will generally benefit and support development within the Increment District and the Project Area. Therefore, with respect to the Increment District:

A. Methods of Financing. It is expected that the Project Costs will be paid from proceeds of the Authority’s TIF Bonds. Payment of principal and interest due on the TIF Bonds will be paid from available TIF Revenues. Certain Project Costs may be directly paid by a third party developer (including the Developer) or the City and reimbursed from proceeds of the TIF Bonds. Alternately, certain Project Costs may also be directly paid by a third party developer or the City and reimbursed from TIF Revenues in excess of those needed for debt service on the TIF Bonds. Certain other costs of the Project may be paid from such other funds of the City or the Authority as may be lawfully used for the purposes hereinabove stated, including proceeds of certain debt obligations issued by the Authority and secured by a pledge of general sales tax, utility, or other available revenues.

B. Expected Sources of Revenues. The payment or reimbursement of Project Costs, including any interest component on reimbursed funds and any principal, interest, and premium on any TIF Bonds, will be made from one or more of the following sources of revenues:

(i) [Reserved]

(ii) *Sales Tax Increment Revenues.* In accordance with the provisions of the Local Development Act, the Sales Tax Increment Revenues are to be apportioned and set aside from all other sales and use taxes levied within the Increment District, to be used exclusively for:

(a) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);

(b) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;

(c) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and

(d) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

Provided, however, the remaining unapportioned incremental sales and use tax revenues derived from the Increment District, as of the date of this Project Plan representing the equivalent of 1.55% of the total 3.55% sales and use tax levied by the City, shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances. For purposes of determining the incremental portion of the sales and use taxes generated within or sourced to the Increment District, the Mayor of the City shall certify as the “base sales tax amount” the annual sales taxes received by the City that were generated within the area comprising the Increment District during the calendar year immediately preceding the Commencement Date of the respective Increment District. If necessary for such certification, said base amount may be determined using reasonable estimates prepared by the City Clerk. The base sales tax amount for the Increment District is projected to be \$0.00. The equivalent of a two percent (2.0%) sales and use tax generated within or sourced to the Increment District and received by the City which are in excess of such base amount, net of any Transfer Adjustment, shall be considered to be the “increment” subject to apportionment by this section. In addition to sales and use tax generated from retail sales, the Sales Tax Increment Revenues shall include sales and use tax generated from actual construction occurring within the Increment District. The City shall establish procedures related to the calculation and determination of construction

related sales and use tax revenue qualifying as Sales Tax Increment Revenues. Such procedures shall stipulate that construction related Sales Tax Increment Revenues be derived only from new construction activities occurring within the Increment District. The City shall be entitled to rely on certifications of actual construction costs provided by a third party developer(s) or related parties in connection with determining any applicable Sales Tax Increment Revenues.

Pursuant to the Local Development Act, the Sales Tax Increment Revenues apportioned hereunder and so collected shall be placed into a special fund to be known as the “Increment District No. 6 - Apportionment Fund” (hereinafter, the “**Apportionment Fund**”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). No portion of such increments and no portion of the Apportionment Fund shall constitute a part of the general fund of the City. All Sales Tax Increment Revenues so collected shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of this Project Plan, including any interest component (pursuant to a development agreement with the City and/or the Authority).

The apportionment of sales and use taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the projects listed in this Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for reimbursement under a development agreement between the City and the Company, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

(iii) [Reserved]

C. Time When Costs Or Monetary Obligations Are To Be Incurred. It is estimated that the time frame for incurring most of the Project Costs will be within two years from the date of approval of this Project Plan. It is anticipated that most Project Costs will be paid from proceeds of TIF Bonds issued by the Authority, provided however, certain Project Costs may be directly paid or reimbursed from apportioned TIF Revenues.

D. Flow of Funds; Excess Revenues.

During the term of the Increment District, TIF Revenues shall be utilized as follows:

FIRST: The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;

- SECOND: If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- THIRD: The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- FOURTH: If applicable, and upon written direction of the City, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- FIFTH: Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining Sales Tax Increment Revenues shall be transferred to the City for deposit into the General Fund or to the appropriate special fund, in each case consistent with the provisions of the Local Development Act; provided however, the City shall have the right, but not be required, to direct any portion of surplus Sales Tax Increment Revenues not needed for the purposes above to be transferred to the City for deposit into the General Fund or to the appropriate special fund.

XI. FINANCING REVENUE SOURCES

The TIF Revenues are expected to finance all or a portion of the Project Costs authorized by Section IX. Based on the initial projections of Sales Tax Increment Revenues for the Project, it is estimated that approximately \$120.5 million could be generated by the incremental increase in sales and use tax revenue during the term of the Increment District, with approximately \$67.89 million available for allocation to Project Costs and approximately \$52.61 million retained by the City. The initial projections of incremental sales and use tax revenue are based upon the projected revenues generated within the Increment District from the levy of an aggregate total of three and fifty-five hundredths percent (3.55%) sales and use tax on new construction within the Increment District and new retail and other space generating approximately \$3.04 billion in gross taxable sales during the term of the Increment District.

The calculation of projected TIF Revenues will be refined based upon (i) the total net capital investment resulting from development within the Increment District, (ii) the timing of the development; and (iii) the impact of the specific nature of actual retail investments on projected sales per square foot.

The realization of the TIF Revenues is directly dependent on the Developer's ability to recruit, construct, lease, sell, and/or maintain the Hackberry Market shopping center contemplated by this Project Plan within the Increment District during the term of the Increment District. The anticipated development, including specifically the Project is more fully discussed in Exhibit "E". Preliminary site development plans for the Project are included as Exhibit "F". The Authority and/or the City may enter into economic development agreements with the Developer or any other parties as required by the Local Development Act.

Certain TIF Projects may be designed and/or constructed by the City. Authorized Project Costs, or the payment of debt service on TIF Bonds issued to pay Project Costs, will be paid from TIF Revenues by the City or the Authority, and may include (i) reimbursement of the City or the Authority for certain public improvements constructed from other available funds, and (ii) assistance in development financing (as authorized by the Local Development Act) to a third party developer(s) for certain public infrastructure and/or other site improvements constructed on behalf of the City in furtherance of the purposes of this Project Plan. The financing of the projected private development in the area may be provided by private equity and private mortgage financing, secured by the private developments.

XII. PUBLIC REVENUE ESTIMATED TO ACCRUE FROM THE PROJECT AND OTHER ECONOMIC IMPACTS

The increase in sales and use tax revenues (estimated at a total of approximately \$120.5 million over the term of the Increment District based on the Project as proposed by the Developer), of which portions will serve as all or a portion of the revenue source for financing the Project Costs authorized by Section IX of this Project Plan, are the public revenues directly attributable to the project defined by establishment of the Increment District. Additionally, the various taxing jurisdictions may realize additional ad valorem tax and sales and use tax revenue from additional development outside the boundaries of the Increment District.

Construction of the improvements and subsequent development should have a positive impact on total employment in the City's metropolitan area, including temporary construction jobs and permanent positions at the facilities constructed as part of the Project. Indirect impacts (associated with the employment and income which result from the provision of inputs in support of the primary activity), and induced impacts (associated with the wages and jobs resulting from changes in household expenditures which come about through direct and indirect employment) will also result in additional growth in the City's metropolitan area.

This Project Plan includes certain projections and estimates, which are based on the current expectations or beliefs of third party developer(s) and are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to changes in economic conditions, market demand and other factors affecting the development of the Project.

XIII. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT

The publicly financed Project Costs in the amount of \$52.05 million, as authorized by this Project Plan, represent approximately 40.75% of the projected total public and private investment for the Project, which including anticipated expenditures by or on behalf of commercial or governmental entities within the Increment District, could exceed \$127.72 million.

XIV. MISCELLANEOUS PROVISIONS

A. Zoning Conditions. The property within the boundaries of the Increment District is currently zoned Commercial Heavy (CH). The Project will be completed in accordance with the provisions of a Planned Unit Development (the “PUD”). The City approved PUD-001818-2024 on December 17, 2024. The property within the boundaries of the Increment District is currently zoned Commercial Heavy District (CH), however, the development standards of the PUD will limit the uses to Commercial General District (CG) uses. Other than any minor zoning adjustments to accommodate the proposed Project, no changes in the ordinances of the City of Broken Arrow are contemplated under this Project Plan. Development is anticipated to occur in accordance with current zoning requirements, with appropriate adjustments as approved by the City. The proposed project conforms to the City of Broken Arrow Comprehensive Plan, as amended, and the property has been designated as Level 6 – Regional Employment/Commercial. A map showing the existing uses and conditions of the real property is included as Exhibit “G”.

B. Annual Reports. In accordance with Section 867 of the Local Development Act, following the end of each fiscal year, the City shall prepare and submit a report to the chief executive officer of each taxing entity that levies ad valorem taxes on property within each Increment District. At the time of submitting the report, the City shall also publish a notice and summary of the report in a newspaper of general circulation. Additionally, the City shall submit an annual report to the Oklahoma Department of Commerce in the manner set forth in Section 860(E) of the Local development Act.

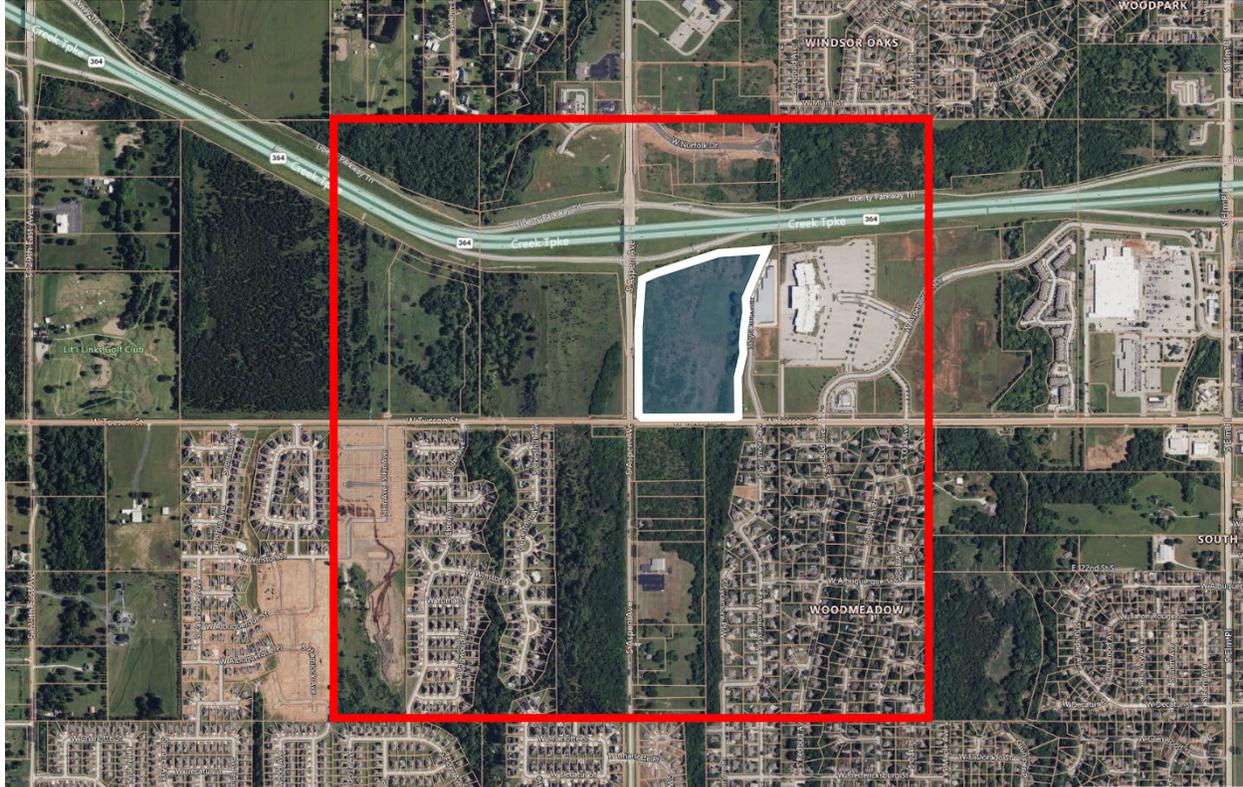
XV. SEVERABILITY OF INVALID PROVISIONS

If any part, term, or provision of this Project Plan is held by a court of competent jurisdiction to be illegal, in conflict with any law or otherwise invalid, the remaining parts, terms, and/or provisions shall be considered severable and not be affected by such determination, and the rights and obligations of any parties to development agreements (as described herein and pursuant to the Local Development Act) shall be construed and enforced as if the Project Plan did not contain the particular part, term or provision held to be illegal or invalid.

EXHIBIT "A"

MAP OF ECONOMIC DEVELOPMENT PROJECT AREA

The boundaries of the Project Area associated with the Increment District contain an area comprising the one square mile centered on the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street) and comprising portions of Sections 3 and 4, Township 17 North, Range 14 East, Tulsa County, Oklahoma, and portions of Sections 33 and 34, Township 18 North, Range 14 East, Tulsa County, Oklahoma.



Project Area is outlined by red border, with Increment District shown in white border.

EXHIBIT “B”

PROJECT AREA LEGAL DESCRIPTION

INCREMENT DISTRICT PROJECT AREA

An area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

The Northwest Quarter (NW/4) of Section 3 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Northeast Quarter (NE/4) of Section 4 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southeast Quarter (SE/4) of Section 33 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southwest Quarter (SW/4) of Section 34 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

EXHIBIT “C”

MAPS OF INCREMENT DISTRICT NO. 6

The boundaries of Increment District No. 6, City of Broken Arrow contain an area generally described as the parcel on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike.



* Increment District boundaries contained within the white border, shaded in blue.

EXHIBIT "D"**INCREMENT DISTRICT LEGAL DESCRIPTION****INCREMENT DISTRICT NO. 6**

The composite legal description for the Increment District is an area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

A tract of land that is all of the West Half of the Southwest Quarter (W/2 of SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, said tract of land being more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4); thence North $01^{\circ}18'48''$ West along the Westerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 577.28 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North $88^{\circ}41'12''$ East along said Southerly Right-of-Way line for 30.00 feet; thence North $03^{\circ}51'57''$ East along said Southerly Right-of-Way line for 693.57 feet; thence North $57^{\circ}56'22''$ East along said Southerly Right-of-Way line for 111.80 feet; thence North $71^{\circ}22'14''$ East along said Southerly Right-of-Way line for 616.12 feet; thence North $84^{\circ}30'18''$ East along said Southerly Right-of-Way line for 545.25 feet to a point on the Easterly line of said West Half of the Southwest Quarter (W/2 SW/4); thence South $01^{\circ}18'52''$ East along said Easterly line for 1,548.25 feet to the Southeast corner of said West Half of the Southwest Quarter (W/2 SW/4); thence South $88^{\circ}41'01''$ West along the Southerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 1,320.72 feet to the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4) and the POINT OF BEGINNING.

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North $88^{\circ}41'17''$ East along the South line of said SW/4 a distance of 24.75 feet; thence North $01^{\circ}18'35''$ West a distance of 24.75 feet to the POINT OF BEGINNING, said point being on the intersection of the Northerly and Easterly section line statutory right-of-way lines; thence continuing North $01^{\circ}18'35''$ West along said East statutory right-of-way line a distance of 552.27 feet to a point on the East present right-of-way line of Aspen Avenue; thence North $88^{\circ}41'25''$ East along said present right-of-way line a distance of 5.25 feet; thence North $03^{\circ}52'16''$ East along said present right-of-way line a distance of 332.21 feet; thence South $01^{\circ}18'35''$ East a distance of 155.86 feet; thence South $04^{\circ}24'03''$ West a distance of 50.25 feet; thence

South $01^{\circ}18'35''$ East a distance of 632.02 feet; thence South $46^{\circ}18'39''$ East a distance of 42.43 feet; thence North $88^{\circ}41'17''$ East a distance of 839.48 feet; thence North $01^{\circ}18'43''$ West a distance of 10.00 feet; thence North $88^{\circ}41'17''$ East a distance of 335.16 feet; thence South $01^{\circ}19'13''$ East a distance of 25.25 feet to a point on said North statutory right-of-way line; thence South $88^{\circ}41'17''$ West along said North statutory right-of-way line a distance of 1234.90 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North $88^{\circ}41'17''$ East along the South line of said SW/4 a distance of 1259.65 feet; thence North $01^{\circ}19'13''$ West a distance of 24.75 feet to a point on the North statutory right-of-way line of said South line, said point being the POINT OF BEGINNING; thence continuing North $01^{\circ}19'13''$ West a distance of 25.25 feet; thence North $88^{\circ}41'17''$ East a distance of 61.08 feet; thence South $01^{\circ}18'26''$ East a distance of 25.25 feet to a point on the North statutory right-of-way line of the South line of said SW/4 SW/4; thence South $88^{\circ}41'17''$ West along said North statutory right-of-way line a distance of 61.07 feet to said POINT OF BEGINNING.

AND LESS AND EXCEPT:

A tract of land that is part of the West Half of the Southwest Quarter (W/2 SW/4) lying Southerly of the Creek Turnpike Right-of-Way, in Section Thirty-four (34), 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 of land being described as follows:

COMMENCING at the Southwest corner of said Section Thirty-four (34); thence North $88^{\circ}41'16''$ East along the Southerly line of said Section Thirty-four (34) for 956.72 feet; thence North $01^{\circ}18'44''$ West for 50.00 feet to a point on the Northerly Right-of-Way line of East 121st Street South (West Tucson Street) and the POINT OF BEGINNING of said tract of land; thence North $02^{\circ}11'22''$ West for 305.38 feet; thence North $02^{\circ}51'04''$ East for 74.73 feet; thence North $12^{\circ}13'43''$ East for 165.65 feet; thence North $02^{\circ}27'01''$ West for 178.06 feet; thence North $09^{\circ}40'18''$ East for 174.44 feet; thence North $02^{\circ}23'20''$ West for 164.52 feet; thence North $22^{\circ}39'32''$ East for 477.11 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North $84^{\circ}30'33''$ East along said Southerly Right-of-Way line for 104.08 feet to a point; thence South $01^{\circ}18'49''$ East for 1498.23 feet to a point on the North Right-of-Way line of East 121st Street South (West Tucson Street); thence South $88^{\circ}41'16''$ West for 363.82 feet to the POINT OF BEGINNING.

EXHIBIT “E”**PROPOSED DEVELOPMENT IN THE PROJECT AREA
AND INCREMENT DISTRICT**

This Hackberry Market Economic Development Project Plan describes an economic development project of the City of Broken Arrow, Oklahoma, that brings a transformative commercial development to approximately 30.56 undeveloped acres located on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike. The purpose of the Increment District (as described herein) is to encourage economic development in the City by facilitating the payment of the costs of essential infrastructure improvements and remedial costs necessary to make certain property viable for development.

The primary development component of the Project is the construction and operation of a mixed-use development by Hackberry Market, LLC, an affiliate of Sooner Investments DEV CO, LLC (i.e., the Developer), to be known as the Hackberry Market shopping center, and comprised of approximately 211,580 square-feet of retail and service industry space, plus five (5) outparcels comprising 6.19 acres (expected to be developed into approximately 22,000 square feet of additional retail and food service space), with a total projected capital investment in excess of \$97.67 million.

The City recognizes the difficulty in development of the area due to significant costs necessary to correct current conditions at the planned Project site, including specifically the significant infrastructure and utility improvements necessary to support the development project. The goal of the Increment District is to promote economic development in the City by incentivizing capital investment in undeveloped property in order to enhance the tax base and create employment opportunities within the City. The City proposes to encourage the magnitude of the capital investment by providing a mechanism to offset a portion of the costs associated with the Project.

The City has identified certain costs associated with the infrastructure improvements and economic incentives in connection with establishing the Increment District (i.e., the TIF Projects). The costs of the improvements necessary to support the full development of the Project are estimated to be \$22,000,000, including the costs of infrastructure improvements and certain economic incentives in the form of assistance in development financing (as defined in Section 853(14)(o) of the Local Development Act). The City expects to cause to be issued TIF Bonds and apply the proceeds to pay the Project Costs, which include costs of the TIF Projects, along with the Organizational Costs and the Debt Service Costs.

The following specific costs of the TIF Projects totaling \$22,000,000 have been identified by the City and the Developer as necessary to support the full development of the Project. The following list of specific costs total \$22,831,000 (more than the \$22,000,000 proposed for the costs of TIF Projects authorized for the Increment District), and the Developer will provide any necessary equity contribution to complete the proposed improvements.

Project Hard Costs

\$19,303,000.00

Land Acquisition	6,339,000.00
Master Development Demo and Erosion Control	318,000.00
Master Development Grading, Paving, and Utilities	3,326,000.00
Site Specific Grading, Paving and Utilities	2,341,000.00
Building Pad Stabilization and Compaction	183,000.00
Retaining Wall, Fence, and Flume	5,700,000.00
West Aspen Traffic Signal	559,000.00
Master Development Entry Landscaping and Irrigation	28,000.00
Site Specific Landscaping and Irrigation	135,000.00
Site Specific Site Lighting	223,000.00
Pylon Signs	217,000.00
Stormwater Detention Improvements	2,000,000.00
Site Specific Detention Pond	60,000.00
Site Work Contingency (10%)	874,000.00

Project Soft Costs

\$968,000.00

Civil Engineering	380,000.00
Construction Materials Testing	49,000.00
Site Specific Landscaping and Irrigation Design	25,000.00
Master Development Landscaping and Irrigation Design	13,000.00
Site Specific Site Lighting Design	33,000.00
Wetlands Permitting	0.00
Phase I Environmental Report	2,000.00
Legal Costs (Acquisition, TIF, and Entitlements)	59,000.00
Permitting	387,000.00
Insurance	20,000.00

Capitalized Interest on TIF Bonds

\$2,560,000.00

TOTAL ESTIMATED COSTS

\$22,831,000.00

The costs of the TIF Projects may contain one or more elements of the following:

- A. **Water System Improvements:** Installation and extension of the City’s water distribution system serving the Increment District. Project costs under this category

include assistance in the financing of the actual material and labor costs associated with the acquisition of land and the installation, relocation, reconstruction and/or removal of new or existing water lines, and distribution structures and fixtures, similar public improvements, related common utility or service facilities, related landscaping; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.

- B. **Sanitary Sewer Improvements:** Relocation or modification of one or more sanitary sewer lines serving the Increment District. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including sanitary sewers, similar public improvements, related common utility or service facilities, related landscaping, clearing and grading of the project site and any environmental remediation related thereto; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- C. **Storm Water Drainage Improvements:** Installation of improved facilities for storm water drainage throughout the Project Area. These improvements may include the reconstruction, relocation, or modification of one or more stormwater drainage lines, pipes, drains, ditches, gullies, catch basins, manholes or other stormwater facilities. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing structures and fixtures, including curbing, sidewalks and any similar public improvements, common utility or service facilities; landscaping, parking and water detention/retention systems; retaining walls,; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- D. **Site Reclamation and Development:** A portion of the Increment District may include greenfield areas which have not yet been previously developed. These areas will require extensive leveling and reclamation work in order for them to be turned into areas suitable for commercial development. Project costs under this category include the actual costs of the acquisition of land and the acquisition, demolition, alteration, remodeling, repair, construction and/or reconstruction of new or existing parking lots and relating features, including curbing, sidewalks and any similar public improvements, landscaping, water detention/retention systems; retaining walls,; utility relocation costs; and professional service costs, including those incurred for architectural, planning, engineering and legal.
- E. **Street Improvements:** Installation of street and road infrastructure within the Project Area to accommodate the heavy traffic flows generated by this Project. Project costs under this category may include assistance in the financing of the costs of these street and roadway improvements. The proposed pavement sections consist of a stabilized two-inch subgrade, aggregate base, and a five-inch asphalt to accommodate heavy car and truck traffic. Project costs under this category include the actual costs of the acquisition, demolition, alteration, remodeling, repair,

construction and/or reconstruction of new or existing structures and fixtures, including streets, bridges and any similar public improvements, common utility or service facilities, related landscaping; the actual cost of the clearing and grading of the streets within the Project Area and any environmental remediation related thereto; utility relocation costs; professional service costs, including those incurred for architectural, planning, engineering and legal.

- F. **Landscape/Irrigation:** Current provisions of the City's Building Codes require that the Project be properly landscaped and that signage appropriate to the land uses be installed to assist patrons and residents in the area.
- G. **Environmental Remediation, Wetlands Mitigation and Pipeline Relocation:** The Project may also require certain environmental remediation and wetlands mitigation within the Project Area before the necessary site development work can take place. Project costs under this category may include assistance in the financing of the costs of the acquisition of real property and improvements as well as the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public and private buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment for public works, public improvements and public buildings and the actual costs of clearing and grading of such land and environmental remediation related thereto, professional service costs, including those incurred for architectural, planning, engineering, legal and financial advisory services.
- H. **Additional Assistance in Development Financing:** Any or all of the related costs of TIF Projects, in the aggregate amount of not-to-exceed \$22,000,000 will be incurred for the purpose of providing assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) necessary to accomplish the Project, including the actual costs of the acquisition of land and construction of the new private buildings, structures, and fixtures which comprise the retail facilities to be owned by the Developer. Project costs under this category may include assistance in the financing of the costs of the acquisition of real property and improvements as well as the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing public and private buildings, structures, and fixtures; and the actual costs of the acquisition of land and equipment for public works, public improvements and public buildings and the actual costs of clearing and grading of such land and environmental remediation related thereto, professional service costs, including those incurred for architectural, planning, engineering, legal and financial advisory services.

Additional amounts will be financed by the apportionment of tax increments from the Increment District including the Organizational Costs and the Debt Service Costs, all related to Project Costs in excess of the amounts specifically identified as the costs of the TIF Projects. The Organizational Costs associated with the initial creation and implementation of the Increment District are preliminarily estimated to be approximately \$100,000, and the ongoing Organizational Costs are estimated to be \$10,000 per year for the Increment District. The Debt Service Costs associated with the Project Costs are preliminarily estimated to be approximately \$29,700,000.

The total estimate of the costs of the TIF Projects that may be made available for improvements and assistance in development financing from apportioned tax revenues shall be \$22,000,000 (including all engineering, construction, planning, and contingency costs), which shall be a not-to-exceed amount. Apportioned tax revenues in excess of the amounts needed for Project Costs may be utilized as necessary to pay the Organizational Costs and the Debt Service Costs, and could total approximately \$30,050,000. The estimated combined total of all Project Costs is \$52,050,000.

The estimated \$97.67 million capital investment (\$83.03 million in net taxable value) and \$3.04 billion in total taxable sales over the term of the Increment District is based on the following buildout assumptions:

- Approximately 211,580 square foot of retail shopping center space, with an estimated \$81.73 million project investment (\$69.47 million taxable value) and between \$78.4 million and \$108.4 million in annual retail sales (average of \$441/sf.)
- Five (5) outparcel lots (approximately 6.19 acres total) providing an estimated 22,000 square foot of additional retail and food service space, with an estimated \$15.95 million project investment (\$13.55 million taxable value) and between \$22 million and \$25 million in annual retail sales (average of \$1,068/sf.)
- Taxable value of commercial retail is estimated at 85% of project investment.

Please see Exhibit “F” for a Preliminary Site Development Plans for the Project.

EXHIBIT “F”

PRELIMINARY SITE DEVELOPMENT PLAN*

HACKBERRY MARKET PROJECT

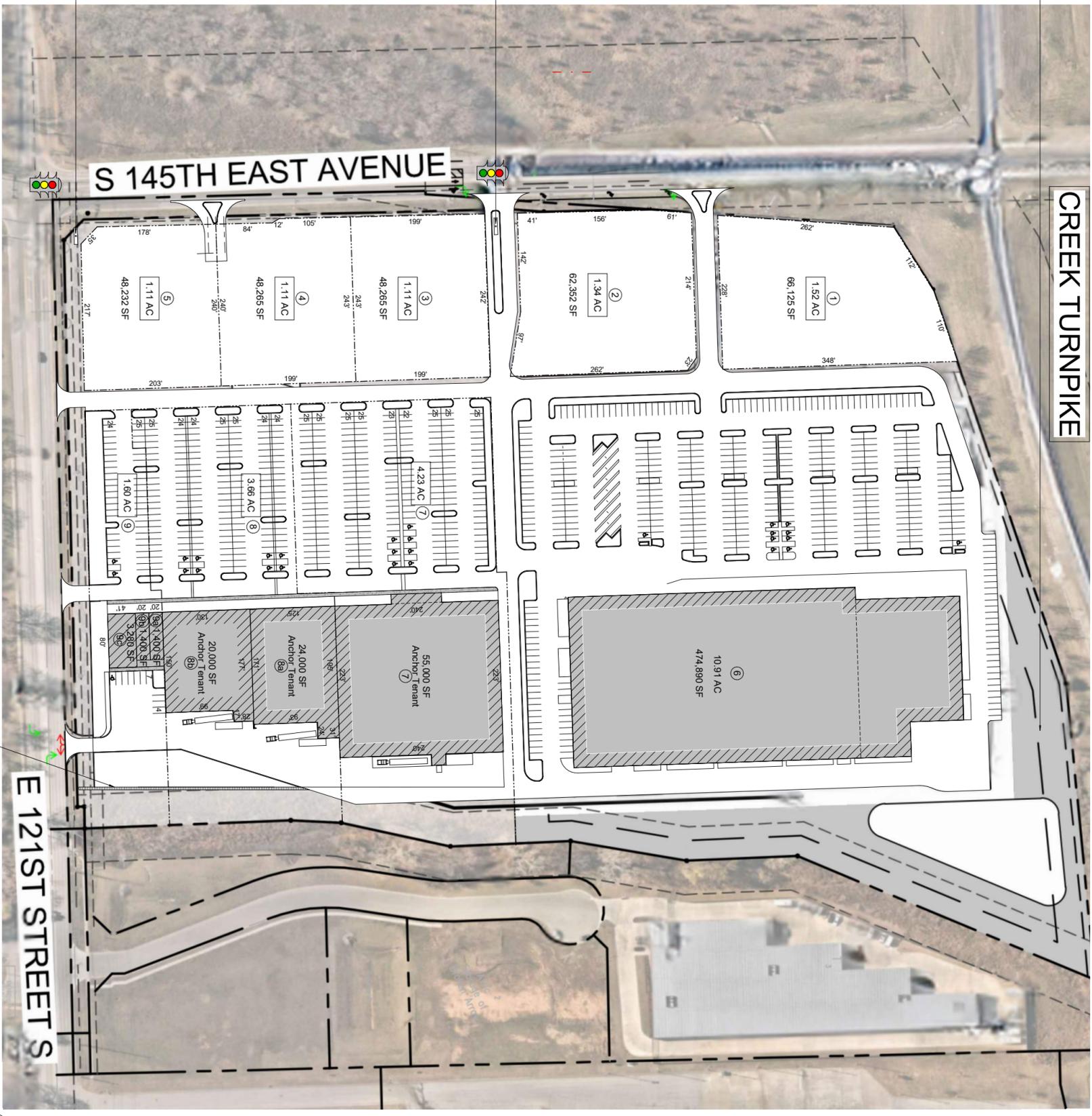
* See following page for Preliminary Conceptual Layout, which is subject to change.

CREEK TURNPIKE

DEVELOPMENT
 PYLON

DEVELOPMENT
 PYLON

DEVELOPMENT
 PYLON



1 SITE PLAN - CONCEPT VIII
 1" = 80'-0"



AS-101.11

PROJECT NO: 100235
 DRAWING NO: 00032025
 DATE: 03/02/2025

NOT FOR CONSTRUCTION
 THIS DOCUMENT IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

HACKBERRY MARKET
 S ASPEN AND E 121ST STREET S
 BROKEN ARROW, OK 74011

SCHEMATIC DESIGN



EXHIBIT “G”

EXISTING USES AND CONDITIONS OF REAL PROPERTY

* See following pages for the Current Site Conditions and the Broken Arrow Comprehensive Land Use Plan designation of Project Site as Level 6 – Regional Employment/Commercial, as presented in PUD-001818-2024

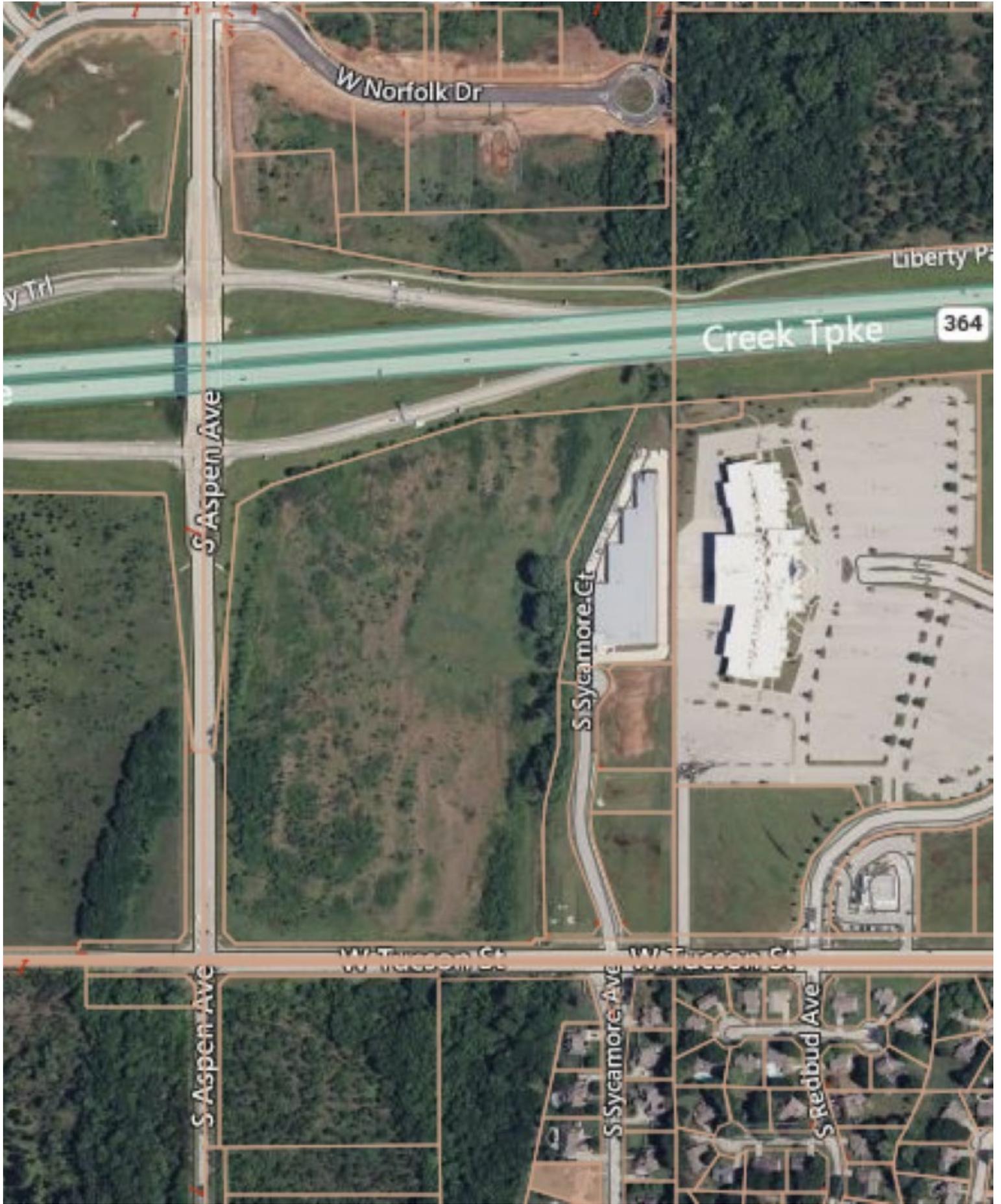


EXHIBIT 'D'

COMPREHENSIVE LAND USE PLAN

ASPEN MARKET

PUD-001818-2024



LUIS Classification

- 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
- Private Recreation
- Public Recreation
- Public/Semi-Public



\\civil-server\projects\2440478 Broken Arrow Commercial Development\04 Production\01 Design Drawings\03 PUD\2440478 Exhibit D-Land Use.dwg



wallace design collective, pc
 structural-civil-landscape-survey
 123 north martin luther king jr. blvd.
 tulsa, oklahoma 74103
 918.584.5858
 oklahoma col1460
 exp: 6-30-25

Date: November 26, 2024

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, MET IN REGULAR SESSION ON THE 6TH DAY OF MAY, 2025, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Ordinance was introduced and caused to be read by Title by the City Clerk. Councilmember _____ moved passage of the Ordinance and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Ordinance was approved by the following vote:

AYE:

NAY:

THEREUPON, Councilmember _____ moved that an emergency be declared and that the Ordinance become effective immediately. Councilmember _____ seconded the motion. The motion was adopted by the following vote:

AYE:

NAY:

The Ordinance so approved is as follows:

[Ordinance No. ____ begins on following page]

ORDINANCE NO. 3875

AN ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE HACKBERRY MARKET ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE PLANNING COMMISSION; CREATING AND ESTABLISHING INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW AND/OR DEFERRING THE NAMING AND EFFECTIVE DATE FOR THE CREATION OF THE INCREMENT DISTRICT; DESIGNATING AND ADOPTING THE INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE CITY COUNCIL OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE CITY COUNCIL OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, by statewide vote, the people of the State of Oklahoma adopted Article 10, §6C as an amendment to the Constitution of the State of Oklahoma to allow the Legislature to authorize cities, towns and counties to use local taxes for specific public investments, for assistance in development financing and as a revenue source for other public entities in the area, and to direct the apportionment of local taxes to plan, finance and carry out development of areas determined by the governing body of the city, town or county to be unproductive, undeveloped, underdeveloped or blighted; and

WHEREAS, the Legislature has enacted the Local Development Act, 62 Okla. Stat. §850, *et seq.* (the "Local Development Act"), for purpose of furthering the provisions of Article 10, §6C of the Oklahoma Constitution; and

WHEREAS, the Hackberry Market Economic Development Project Plan (the “Project Plan”) supports the achievement of the economic development objectives of the City of Broken Arrow, Oklahoma (the “City”) in accordance with previously approved strategies and plans to redevelop an underdeveloped area to serve as a catalyst for expanding employment in the area, attract major investment in the area, preserve and enhance the tax base and make possible investment, development, and economic growth that would be difficult or impossible without the project and the apportionment of sales and use taxes from within the Increment District; and

WHEREAS, the Project Plan calls for the creation of an Increment District preliminarily entitled Increment District No. 6, City of Broken Arrow (the “Increment District”); and

WHEREAS, the Planning Commission of the City (the “Planning Commission”) has adopted its Resolution (attached hereto as Exhibit “D”) declaring that the Project Plan is in compliance with the Comprehensive Plan of the City and recommending the approval of the Project Plan to the City Council of the City; and

WHEREAS, the Tax Increment District Review Committee (the “Review Committee”), comprised of individuals representing each of the taxing jurisdictions in which the proposed increment district is located, as well as the public at large, has considered the financial impacts of the proposed Project Plan on each such taxing jurisdiction and has found that the proposed project will have a positive financial impact on the affected taxing entities and existing business activities within the Increment District; and

WHEREAS, the affected taxing entities comprising the Review Committee include the City; and

WHEREAS, the Review Committee has reviewed the proposed Increment District in accordance with the criteria specified in the Local Development Act, and has found that the proposed Increment District is unproductive, undeveloped, or underdeveloped within the meaning of Article 10, §6C of the Oklahoma Constitution and the Local Development Act, and is located in a reinvestment area (as defined in Section 853(17) of the Act) and is therefore eligible for assistance under the Local Development Act; and

WHEREAS, the Review Committee has found that approval of the Project Plan is appropriate and has recommended its approval to the City Council of the City without amendment, evidenced by its Resolution (attached hereto as Exhibit “E”); and

WHEREAS, tax apportionment financing is a necessary component in generating economic development in the proposed project area and the Increment District; and

WHEREAS, investment, development and economic growth will be difficult within the proposed project area and proposed Increment District, but possible if the Project Plan is adopted; and

WHEREAS, the Project Plan will use the tools provided by the Local Development Act only in an area where investment, development and economic growth would not otherwise occur, and

WHEREAS, the Project Plan provides tools that will supplement and not supplant or replace nominal public functions and services; and

WHEREAS, the establishment of the Increment District will be used in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the proposed project area; and

WHEREAS, the boundaries of the Increment District do not dissect any similar area or create an unfair competitive advantage; and

WHEREAS, the City Council of the City recognizes the need for residential and neighborhood treatment as well as commercial/industrial development; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Local Development Act in the review and approval of the Project Plan, including creation of the Increment District; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the proposed Project Plan, as prescribed in the Local Development Act, the Oklahoma Open Meeting Act, 25 Okla. Stat. §301 *et seq.*, and other applicable law; and

WHEREAS, implementation of the Project Plan will be facilitated by designation of a public trust with the City as its beneficiary (referred to herein as the “Authority”), to assist the City in carrying out and administering the Project Plan and exercising all powers necessary thereto except those powers reserved by the City herein; and

WHEREAS, implementation of the Project Plan will be facilitated by reserving to the City the authority to make minor amendments to the Project Plan, as provided in the Local Development Act; and

WHEREAS, implementation of the Project Plan will be facilitated by authorizing the Authority to pay or reimburse authorized Project Costs pursuant to Section IX of the Project Plan from apportioned tax increments, and/or issue its tax apportionment notes or bonds (referred to herein as the “TIF Bonds”) payable from apportioned tax increments; and

WHEREAS, it is in the best interests of the City and its citizens to approve the Project Plan, including the establishment of the Increment District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. Utilization of Local Development Act. In order to undertake redevelopment of an undeveloped or underdeveloped area within the City, the City elects to utilize Article 10, §6C of the Constitution of the State of Oklahoma, adopted by statewide vote and implemented by the Local Development Act, which authorizes the use of local taxes for specific public investments, assistance in development financing and as a revenue source for other public entities in the area and which provides for the direction of apportionment of local taxes to plan, finance, and carry out

development of unproductive, undeveloped, underdeveloped, or blighted areas as determined by the governing body of a city, town, or county.

Section 2. Project Plan Approval. The Project Plan is hereby approved and adopted as recommended by the Planning Commission and the Review Committee. As used in this Ordinance, “Hackberry Market Economic Development Project Plan” or “Project Plan” shall mean the document entitled “Hackberry Market Economic Development Project Plan” dated April 3, 2025, and adopted this May 6, 2025, and attached hereto as Exhibit “A”. It is the intent of the City to carry out the Project Plan as provided by this Ordinance.

Section 3. Ratification of Actions. All actions, findings and recommendations made or taken in connection with the Project Plan by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee from the taxing jurisdictions and the public at large, recommendations for approval, and the findings of conformance with the Comprehensive Plan, eligibility of the Increment District and financial impact upon the taxing jurisdictions and existing business activities.

Section 4. Increment District Creation. There is hereby created an Increment District preliminarily entitled Increment District No. 6, City of Broken Arrow. The Increment District shall commence as of the date determined by the City Council of the City in accordance with Section 856(B)(2) of the Local Development Act (the “Commencement Date”); provided however, the Commencement Date shall not be later than ten (10) years following adoption of the Project Plan and this Ordinance. The City Council will evidence the Commencement Date, designation, and naming of the Increment District by adoption of its Resolution at such time as shall be determined by the City Council.

Section 5. Increment District and Project Area Boundaries. The boundaries of Increment District No. 6, City of Broken Arrow contain an area generally described as the parcel on the northeast corner of the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street), just south of the Creek Turnpike, all within the City of Broken Arrow, Oklahoma, and the specific Increment District legal description is hereby designated and adopted as described in Exhibit “B”. The boundaries of the Project Area (the area within which project activities will take place, including construction of the supporting public improvements) contain an area comprising the one square mile centered on the intersection of S. Aspen Avenue (S. 145th East Avenue) and W. Tucson Street (121st Street) and comprising portions of Sections 3 and 4, Township 17 North, Range 14 East, Tulsa County, Oklahoma, and portions of Sections 33 and 34, Township 18 North, Range 14 East, Tulsa County, Oklahoma, and the specific Project Area legal description is hereby designated and adopted as described in Exhibit “C”.

Section 6. Findings. The City Council hereby finds that:

- (a) The Increment District is located within a reinvestment area as defined by the Local Development Act;

- (b) The proposed improvements and incentives (as set forth in the Project Plan) within the Increment District are likely to enhance the value of other real property in the area and to promote the general public interest;
- (c) The guidelines of paragraphs 1 and 2 of Section 852 of the Local Development Act shall be followed;
- (d) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act, does not exceed 25% of the total net assessed value of taxable property within the City;
- (e) The aggregate net assessed value of the taxable property in all increment districts within the City, as determined pursuant to Section 862 of the Local Development Act, does not exceed 25% of the total assessed net value of any affected school districts located within the City;
- (f) The land area of all increment districts within the City does not exceed 25% of the total land area of the City; and
- (g) The Project Plan is feasible and conforms to the Comprehensive Plan of the City, as amended.

Section 7. Right to Amend Project Plan. The City reserves to itself the authority to make minor amendments to the Project Plan in accordance with the definition provided in Section 858(D) of the Local Development Act. Notwithstanding the foregoing, the Review Committee may be reconvened at the direction of the City Council at any time following adoption of this Ordinance to consider and recommend any appropriate amendments to the Project Plan. Furthermore, the City reserves the right to consider any amendments to the Project Plan as may be necessary and desirable to implement the Hackberry Market Project, all in accordance with the Local Development Act.

Section 8. City and Authority the Designated Public Entities. The City Council of the City is hereby designated and authorized as the public entity to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act. Upon designation by the City Council of the City, the Authority shall assist in carrying out and administering the provisions of the Project Plan and shall be authorized to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Local Development Act, except for approval of the Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of that section, which powers shall be reserved to the City Council of the City.

Section 9. Tax Apportionment Fund. There is hereby created a fund called the “Increment District No. 6, City of Broken Arrow, Tax Apportionment Fund” (referred to herein as the “Apportionment Fund”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). All monies apportioned pursuant to Section 10 shall be deposited in the Apportionment Fund. No portion of the TIF Revenues described in Section 10 and no portion of the Apportionment Fund shall constitute a part of the general fund of the City.

Section 10. Apportionment of Tax Increments.

(a) The apportionment of the Sales Tax Increment Revenues (as defined herein, and collectively referred to as the “TIF Revenues”) shall continue for that period required for the payment of the Project Costs, or a period not to exceed twenty-five (25) full fiscal years following the Commencement Date (referred to as the “Expiration Date”), whichever is less.

(b) The apportionment of the TIF Revenues pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the projects listed in the Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

(c) In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for payment or reimbursement under a development agreement entered into by the City, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

(d) *Sales Tax Increment Revenues (TIF Revenues).* In accordance with the provisions of the Local Development Act, an amount equivalent to a two percent (2.0%) sales and use tax, representing approximately 56.34% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan pursuant to Chapter 22, Article II, Section 22-6 *et seq.*, of the Broken Arrow Code of Ordinances (the “Code of Ordinances”), as such Code of Ordinances may be amended, replaced, extended, superseded, terminated, or otherwise modified from time to time) generated within the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “Sales Tax Increment Revenues”, and also referred to herein as the “TIF Revenues”), are to be apportioned and set aside from all other sales and use taxes levied within the Increment District; provided, however, the Sales Tax Increment Revenues shall be reduced by the amount of sales tax revenues generated by any existing businesses (currently located within the City, but outside the boundaries of the Increment District) that cease operations at their existing location and relocate to within the Increment District, but provided further, said reduction shall not be applied to any existing businesses that open an additional location within the Increment District for so long as all other existing location(s) remain open for business. Said amount of reduction (collectively, the “Transfer Adjustment”) shall be calculated based on the sales tax collections during the twelve month period prior to closing the previous location. The Sales Tax Increment Revenues are to be used exclusively for:

(i) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);

- (ii) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds;
- (iii) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects; and
- (iv) the reimbursement of a third party developer (pursuant to a development agreement with the City or the Authority), including any interest component (pursuant to a development agreement with the City and/or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of a third party developer, constitute an interest component on sums that were actually paid.

Provided, however, the remaining unapportioned one and fifty-five hundredths percent (1.55%) sales and use tax (representing approximately 43.66% of the incremental sales and use tax revenue based on a total of 3.55% sales and use tax levied by the City as of the date of this Project Plan) shall be retained by the City and utilized for any lawful purpose consistent with the aforementioned Code of Ordinances. For purposes of determining the incremental portion of the sales and use taxes generated within or sourced to the Increment District, the Mayor of the City shall certify as the “base sales tax amount” the annual sales taxes received by the City that were generated within the area comprising the Increment District during the calendar year immediately preceding the Commencement Date of the Increment District. The equivalent of a two percent (2.0%) sales and use tax generated within or sourced to the Increment District and received by the City which are in excess of such base amount, net of any Transfer Adjustment, shall be considered to be the “increment” subject to apportionment by this section. In addition to sales and use tax generated from retail sales, the Sales Tax Increment Revenues shall include sales and use tax generated from actual construction occurring within the Increment District. The City shall establish procedures related to the calculation and determination of construction related sales and use tax revenue qualifying as Sales Tax Increment Revenues. Such procedures shall stipulate that construction related Sales Tax Increment Revenues be derived only from new construction activities occurring within the Increment District. The City shall be entitled to rely on certifications of actual construction costs provided by a third party developer(s) or related parties in connection with determining any applicable Sales Tax Increment Revenues.

Pursuant to the Local Development Act, the Sales Tax Increment Revenues apportioned hereunder and so collected shall be placed into the Apportionment Fund and shall be pledged as security for the payment of the TIF Bonds or otherwise used to pay (or reimburse the payment of) Project Costs authorized pursuant to Section IX of the Project Plan, including any interest component (pursuant to a development agreement with the City and/or the Authority).

(e) *Use of TIF Revenues.* During the term of the Increment District, TIF Revenues (excluding such portions allocated to affected taxing entities) shall be utilized as follows:

- (i) The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;
- (ii) If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- (iii) The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- (iv) If applicable, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- (v) Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining Sales Tax Increment Revenues shall be transferred to the City for deposit into the General Fund or to the appropriate special fund, consistent with the provisions of the Local Development Act.

Section 11. Increments Constitute City Funds; Uses. From and after apportionment, the apportioned increments shall constitute funds of the City (except that such funds may also be held by the Authority or a trustee acting on behalf of the Authority). Apportioned increments may be used for the payment of Project Costs; provided, however, the pledge of apportioned increments toward payment of such Project Costs shall be limited to increments actually apportioned by the City and any security instruments shall provide that except as provided for in this Ordinance, the City has no legal obligation or promise to apportion additional increments in future years. The City and the Authority (as and when designated by the City) shall have the authorization to carry out certain provisions of the Project Plan, as authorized in Section VIII of the Project Plan, to incur and pay or reimburse Project Costs (including any interest, capitalized interest, and other related financing costs) pursuant to Section IX of the Project Plan and also, if feasible and desirable, to issue tax apportionment bonds or notes, incur the costs of issuance of such bonds, and accumulate appropriate reserves, if any, in connection with such bonds, and to retire said bonds or notes from apportioned tax increments, all in accordance with the provisions of the Project Plan. The Authority may (upon designation by the City) also be authorized to irrevocably pledge all or any part of the apportioned TIF Revenues and/or other available revenue for the payment of the TIF Bonds, or for the payment (or reimbursement) of Project Costs. In authorizing the irrevocable pledging of such TIF Revenues, it is the express intention of the City Council that the Increment District will remain in place until all of the outstanding principal, accrued interest and premium, if any, on any such TIF Bonds have been paid in full. Notwithstanding such intention, the City, by these provisions, does not waive any right which it has now or may have in the future, to repeal, modify or amend this Ordinance, by subsequent action of the City Council, as provided in Section 856(C) of the Local Development Act. In adopting this Ordinance, the City does not purport to create any contractual obligation extending beyond the City's current or any subsequent fiscal year with regard to the establishment or maintenance of the Increment District, or the apportionment of the TIF Revenues; provided, however, that the City may, on a year-to-year basis, agree to transfer to the Apportionment Fund, as appropriate, any apportioned increments which it receives. All TIF Bonds so issued shall state that such bond or note is not a debt, general or special, liability or

obligation of the City, Tulsa County or the State of Oklahoma or any other agency or authority of such entities, other than the Authority. The bond or note shall further state to the effect that:

(a) The issuance of such bond or note does not give rise to a charge against the general credit or taxing powers of the City, or a claim on the revenues or resources of the State of Oklahoma, and

(b) Such bond or note is a special, limited obligation of the Authority, payable solely from the income, revenues and receipts derived or to be derived from the proceeds of certain tax increments paid over to the Authority and the funds and accounts held pursuant to the terms of any indenture or agreement authorizing the issuance of such bonds or notes.

Section 12. Severability. If any term, section, subsection, sentence, clause, phrase or portion of this Ordinance or the Project Plan approved hereby is for any reason held invalid or unconstitutional, such term, section, subsection, sentence, clause, phrase or portion shall not affect the validity of the remaining portions of this Ordinance.

Section 13. Emergency. It is immediately necessary for the preservation of the public health, peace and safety of the City of Broken Arrow, Oklahoma, and the inhabitants thereof that the provisions of this Ordinance become operative immediately and therefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

Section 14. Necessary Action. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the implementation of the Project Plan.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED AND THE EMERGENCY CLAUSE RULED UPON SEPARATELY THIS 6TH DAY OF MAY, 2025.

CITY OF BROKEN ARROW,
OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, City Clerk of the City of Broken Arrow, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 6TH DAY OF MAY, 2025.

(SEAL)

City Clerk

EXHIBIT “A”

**HACKBERRY MARKET
ECONOMIC DEVELOPMENT PROJECT PLAN**

[On file with the City Clerk of the City of Broken Arrow, Oklahoma]

EXHIBIT "B"

INCREMENT DISTRICT LEGAL DESCRIPTION

INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW

The composite legal description for the Increment District is an area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

A tract of land that is all of the West Half of the Southwest Quarter (W/2 of SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East, of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the United States Government Survey thereof, said tract of land being more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4); thence North 01°18'48" West along the Westerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 577.28 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North 88°41'12" East along said Southerly Right-of-Way line for 30.00 feet; thence North 03°51'57" East along said Southerly Right-of-Way line for 693.57 feet; thence North 57°56'22" East along said Southerly Right-of-Way line for 111.80 feet; thence North 71°22'14" East along said Southerly Right-of-Way line for 616.12 feet; thence North 84°30'18" East along said Southerly Right-of-Way line for 545.25 feet to a point on the Easterly line of said West Half of the Southwest Quarter (W/2 SW/4); thence South 01°18'52" East along said Easterly line for 1,548.25 feet to the Southeast corner of said West Half of the Southwest Quarter (W/2 SW/4); thence South 88°41'01" West along the Southerly line of said West Half of the Southwest Quarter (W/2 SW/4) for 1,320.72 feet to the Southwest corner of said West Half of the Southwest Quarter (W/2 SW/4) and the POINT OF BEGINNING.

LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter of the Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North 88°41'17" East along the South line of said SW/4 a distance of 24.75 feet; thence North 01°18'35" West a distance of 24.75 feet to the POINT OF BEGINNING, said point being on the intersection of the Northerly and Easterly section line statutory right-of-way lines; thence continuing North 01°18'35" West along said East statutory right-of-way line a distance of 552.27 feet to a point on the East present right-of-way line of Aspen Avenue; thence North 88°41'25" East along said present right-of-way line a distance of 5.25 feet; thence North 03°52'16" East along said present right-of-way line a distance of 332.21 feet; thence South 01°18'35" East a distance of 155.86 feet; thence South 04°24'03" West a distance of 50.25 feet; thence

South 01°18'35" East a distance of 632.02 feet; thence South 46°18'39" East a distance of 42.43 feet; thence North 88°41'17" East a distance of 839.48 feet; thence North 01°18'43" West a distance of 10.00 feet; thence North 88°41'17" East a distance of 335.16 feet; thence South 01°19'13" East a distance of 25.25 feet to a point on said North statutory right-of-way line; thence South 88°41'17" West along said North statutory right-of-way line a distance of 1234.90 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT:

A strip, piece or parcel of land lying in part of the Southwest Quarter Southwest Quarter (SW/4 SW/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, said parcel of land being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence North 88°41'17" East along the South line of said SW/4 a distance of 1259.65 feet; thence North 01°19'13" West a distance of 24.75 feet to a point on the North statutory right-of-way line of said South line, said point being the POINT OF BEGINNING; thence continuing North 01°19'13" West a distance of 25.25 feet; thence North 88°41'17" East a distance of 61.08 feet; thence South 01°18'26" East a distance of 25.25 feet to a point on the North statutory right-of-way line of the South line of said SW/4 SW/4; thence South 88°41'17" West along said North statutory right-of-way line a distance of 61.07 feet to said POINT OF BEGINNING.

AND LESS AND EXCEPT:

A tract of land that is part of the West Half of the Southwest Quarter (W/2 SW/4) lying Southerly of the Creek Turnpike Right-of-Way, in Section Thirty-four (34), 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 of land being described as follows:

COMMENCING at the Southwest corner of said Section Thirty-four (34); thence North 88°41'16" East along the Southerly line of said Section Thirty-four (34) for 956.72 feet; thence North 01°18'44" West for 50.00 feet to a point on the Northerly Right-of-Way line of East 121st Street South (West Tucson Street) and the POINT OF BEGINNING of said tract of land; thence North 02°11'22" West for 305.38 feet; thence North 02°51'04" East for 74.73 feet; thence North 12°13'43" East for 165.65 feet; thence North 02°27'01" West for 178.06 feet; thence North 09°40'18" East for 174.44 feet; thence North 02°23'20" West for 164.52 feet; thence North 22°39'32" East for 477.11 feet to a point on the Southerly Right-of-Way line of the Creek Turnpike; thence North 84°30'33" East along said Southerly Right-of-Way line for 104.08 feet to a point; thence South 01°18'49" East for 1498.23 feet to a point on the North Right-of-Way line of East 121st Street South (West Tucson Street); thence South 88°41'16" West for 363.82 feet to the POINT OF BEGINNING.

EXHIBIT “C”

PROJECT AREA LEGAL DESCRIPTION

INCREMENT DISTRICT NO. 6, CITY OF BROKEN ARROW PROJECT AREA

An area located entirely in Tulsa County, Oklahoma, more particularly described as follows:

The Northwest Quarter (NW/4) of Section 3 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Northeast Quarter (NE/4) of Section 4 of Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southeast Quarter (SE/4) of Section 33 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma; and

The Southwest Quarter (SW/4) of Section 34 of Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, Oklahoma.

EXHIBIT “D”

**RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF BROKEN ARROW**

Resolution dated April 24, 2025

[Copy on file with the City Clerk of the City of Broken Arrow, Oklahoma]

EXHIBIT “E”

RESOLUTION OF THE TAX INCREMENT DISTRICT REVIEW COMMITTEE

Resolution dated April 3, 2025

[Copy on file with the City Clerk of the City of Broken Arrow, Oklahoma]



City of Broken Arrow

Request for Action

File #: 25-640, Version: 1

**Broken Arrow City Council
Meeting of: 05/06/2025**

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3875; 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: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:

Approve the emergency clause for Ordinance No. 3875



City of Broken Arrow

Request for Action

File #: 25-612, Version: 1

**Broken Arrow City Council
Meeting of: 5/06/2025**

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3876, an ordinance amending the Broken Arrow Code of Ordinances Chapter 12, Garbage and other refuse, Article I in General, Section 12-1 Definitions; specifically amending title; Section 12-3 Right to engage in business of collecting, hauling, etc.; license, permit amounts in line with manual of fees and specific dates for reporting of weights; repealing all ordinances to the contrary; and declaring an emergency

Background:

The City of Broken Arrow currently has ordinances in place regulating garbage and other refuse. This ordinance amends those ordinances to provide for updated language and current practices. The amended Ordinance before the Council requires payment of an annual fee as listed in the Manual of Fees for persons desiring to engage in the trash hauling collection business. The amended Ordinance also requires a report to be filed by August 20 each year listing the total amount of waste removed from the city.

Cost: \$0.00

Funding Source: None

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

Approved By: City Manager's Office

Attachments: Ordinance No. 3876

Recommendation:

Approve Ordinance No. 3876 and approve the emergency cause.

Sec. 12-3. Right to engage in business of collecting, hauling, etc.; license.

- (a) All persons, whether public or private, shall be entitled to engage in the business and occupation of gathering, hauling, collecting and disposing of garbage, trash and refuse within the corporate limits of the city, whether such persons do business as an individual, partnership, corporation or other legal entity. Provided, however, all such persons shall conduct all activities in such manner as will not be detrimental to the public health, welfare and safety.
- (b) All persons desiring to engage in the business of garbage, trash or refuse collection, including hauling or disposal, shall obtain a license from the department of community development and pay an annual fee as listed in the Manual of Fees, renewable each April.
- (c) All permitted waste haulers are required to report weights of:
 - (1) Total municipal solid waste removed from the city by August 20 of each year; and
 - (2) Total municipal recycling removed from the city by August 20 of each year, ~~according to the city's Manual of Fees.~~

(Code 1970, §§ 9-1, 9-2, 9-4; Code 1977, § 12-3; Ord. No. 1700, §§ 47, 51, 6-15-1992; Ord. No. 2543, § I, 6-16-2003; Ord. No. 2823, § I, 9-18-2006; Ord. No. 3579, § I, 6-3-2019; Ord. No. 3845, § 1, 9-17-2024)

Editor's note(s)—Subsections (a) and (b) of the above section were originally adopted as Ordinance No. 211, which was approved by the voters of the city at an election held July 5, 1966.

ORDINANCE NO. 3876

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, SEC. 12-3. RIGHT TO ENGAGE IN BUSINESS OF COLLECTING, HAULING, ETC.; LICENSE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:

SECTION I., is hereby amended to read as follows:

Sec. 12-3 Right to Engage in Business of Collecting, Hauling, Etc; License

- (a) All persons, whether public or private, shall be entitled to engage in the business and occupation of gathering, hauling, collecting and disposing of garbage, trash and refuse within the corporate limits of the city, whether such persons do business as an individual, partnership, corporation or other legal entity. Provided, however, all such persons shall conduct all activities in such manner as will not be detrimental to the public health, welfare and safety.
- (b) All persons desiring to engage in the business of garbage, trash or refuse collection, including hauling or disposal, shall obtain a license from the department of community development and pay an annual fee as listed in the Manual of Fees, renewable each April.
- (c) All permitted waste haulers are required to report weights of:
 - (1) Total municipal solid waste removed from the city by August 20 of each year; and
 - (2) Total municipal recycling removed from the city by August 20 of each year.

(Code 1970, §§ 9-1, 9-2, 9-4; Code 1977, § 12-3; Ord. No. 1700, §§ 47, 51, 6-15-1992; Ord. No. 2543, § I, 6-16-2003; Ord. No. 2823, § I, 9-18-2006; Ord. No. 3579, § I, 6-3-2019; Ord. No. 3845, § 1, 9-17-2024)

Editor's note(s)—Subsections (a) and (b) of the above section were originally adopted as Ordinance No. 211, which was approved by the voters of the city at an election held July 5, 1966.

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.

(Code 1977, § 24-19; Ord. No. 2224, § I, 7-19-1999, Ord. No. 3730, 06-20-2022)

PASSED AND APPROVED and the emergency clause ruled upon separately this 2nd day of May, 2025.

MAYOR

ATTEST:

(Seal) CITY CLERK

APPROVED:

ASSISTANT CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 25-660, **Version:** 1

Broken Arrow City Council
Meeting of: 5/06/2025

Title:

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3876; 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: \$0.00

Funding Source: None

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

Approved By: City Manager's Office

Attachments: Ordinance No. 3876

Recommendation:

Approve the emergency clause for Ordinance No. 3876

BAPSC Fire Department Annex Building (#9569674)
 Owner: Broken Arrow, City of
 Solicitor: Broken Arrow, City of
 04/03/2025 01:45 PM CDT

Section	Titl Line Item	Item Code	Item Description	UofM	Engineer Estimate			Scissor Tail Construction		Magnum	
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid											
	1	1	General Conditions	MO	5	\$19,000.00	\$95,000.00	\$28,500.00	\$142,500.00	\$15,000.00	\$75,000.00
	2	2	Demolition - Site	LS	1	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$3,729.00	\$3,729.00
	3	3	Demolition - Interior	SF	10332	\$2.00	\$20,664.00	\$3.79	\$39,158.28	\$3.00	\$30,996.00
	4	4	Sidewalks	SF	795	\$6.60	\$5,247.00	\$12.00	\$9,540.00	\$10.00	\$7,950.00
	5	5	Masonry	SF	60	\$25.00	\$1,500.00	\$1,140.00	\$68,400.00	\$150.00	\$9,000.00
	6	6	Canopies at doors	LS	4	\$3,000.00	\$12,000.00	\$5,250.00	\$21,000.00	\$3,500.00	\$14,000.00
	7	7	Rough Carpentry	LS	1	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
	8	8	Finish Carpentry	LS	1	\$2,250.00	\$2,250.00	\$6,400.00	\$6,400.00	\$6,000.00	\$6,000.00
	9	9	Doors	EA	15	\$900.00	\$13,500.00	\$1,250.00	\$18,750.00	\$1,700.00	\$25,500.00
	10	10	Door Hardware	LS	1	\$10,800.00	\$10,800.00	\$3,750.00	\$3,750.00	\$38,000.00	\$38,000.00
	11	11	Glass & Glazing	EA	4	\$250.00	\$1,000.00	\$1,500.00	\$6,000.00	\$500.00	\$2,000.00
	12	12	Drywall	SF	1200	\$4.19	\$5,028.00	\$12.50	\$15,000.00	\$6.50	\$7,800.00
	13	13	Acoustical	SF	800	\$6.61	\$5,288.00	\$15.50	\$12,400.00	\$15.00	\$12,000.00
	14	14	Flooring Sealant	SF	7653	\$1.25	\$9,566.25	\$3.00	\$22,959.00	\$0.00	\$0.00
	15	15	Flooring Epoxy	SF	135	\$5.00	\$675.00	\$35.00	\$4,725.00	\$65.00	\$8,775.00
	16	16	Carpet	SF	450	\$3.50	\$1,575.00	\$8.00	\$3,600.00	\$6.00	\$2,700.00
	17	17	Tile	SF	330	\$6.25	\$2,062.50	\$19.00	\$6,270.00	\$14.00	\$4,620.00
	18	18	LVT	SF	370	\$3.25	\$1,202.50	\$9.00	\$3,330.00	\$9.00	\$3,330.00
	19	19	Painting	LS	1	\$26,783.00	\$26,783.00	\$34,703.00	\$34,703.00	\$45,000.00	\$45,000.00
	20	20	Metal Lockers	LS	1	\$2,500.00	\$2,500.00	\$3,420.00	\$3,420.00	\$3,000.00	\$3,000.00
	21	21	Steel Stair & Railings	LS	1	\$12,000.00	\$12,000.00	\$19,900.00	\$19,900.00	\$21,000.00	\$21,000.00
	22	22	Overhead Door Repair	EA	8	\$500.00	\$4,000.00	\$1,000.00	\$8,000.00	\$950.00	\$7,600.00
	23	23	Fire Extinguishers	EA	2	\$825.00	\$1,650.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
	24	24	Mechanical	LS	1	\$154,980.00	\$154,980.00	\$153,870.00	\$153,870.00	\$205,000.00	\$205,000.00
	25	25	Plumbing	LS	1	\$72,324.00	\$72,324.00	\$70,941.00	\$70,941.00	\$85,000.00	\$85,000.00
	26	26	Fire Protection	LS	1	\$92,988.00	\$92,988.00	\$16,000.00	\$16,000.00	\$24,000.00	\$24,000.00
	27	27	Electrical	LS	1	\$258,300.00	\$258,300.00	\$185,442.00	\$185,442.00	\$275,000.00	\$275,000.00
	28	28	Electronic Safety & Security	LS	1	\$15,000.00	\$15,000.00	\$39,095.00	\$39,095.00	\$11,500.00	\$11,500.00
	29	29	Division 10 - Specialties	LS	1	\$12,000.00	\$12,000.00	\$5,700.00	\$5,700.00	\$12,000.00	\$12,000.00
Alternate 1											
	30	30	Exterior Wall paint	LS	1	\$8,568.00	\$8,568.00	\$19,247.50	\$19,247.50	\$16,900.00	\$16,900.00
Alternate 2											
	31	31	Covered Parking Structure and Footings	LS	1	\$73,500.00	\$73,500.00	\$91,900.00	\$91,900.00	\$122,000.00	\$122,000.00
	32	32	Paving	LS	1	\$27,000.00	\$27,000.00	\$54,000.00	\$54,000.00	\$215,000.00	\$215,000.00
Alternate 3											
	33	33	Generator	LS	1	\$40,000.00	\$40,000.00	\$31,221.00	\$31,221.00	\$25,000.00	\$25,000.00
						Base Bid Total:	\$846,383.25		\$939,153.28		\$946,500.00
						Base Bid + Alt 1	\$854,951.25		\$958,400.78		\$963,400.00
						Base Bid + Alt 1 + Alt 2	\$955,451.25		\$1,104,300.78		\$1,300,400.00
						Base Bid + All Alternates	\$995,451.25		\$1,135,521.78		\$1,325,400.00

Shannon Marshall

4/22/2025

Shannon Marshall, Special Projects Division Manager

Date

Nienhuis Park - Synthetic Turf (#9590715)

Owner: Broken Arrow, City of

Solicitor: Broken Arrow, City of

04/29/2025 01:45 PM CDT

Line Item	Item Description	Engineer Estimate	Act Global Americas	Mammoth Sports Construction	TGS Sports	Mid-America Golf and Landscape, Inc.	PCC Sports	Nationwide Sports Construction	United Turf and Track
		Extension	Extension	Extension	Extension	Extension	Extension	Extension	Extension
Schedule 1: West Field									
1	Mobilization	\$7,500.00	\$6,046.10	\$12,605.00	\$13,900.00	\$38,773.37	\$31,043.85	\$20,000.00	\$ 12,500.00
2	Site Demolition	\$2,500.00	\$75,940.00	\$24,236.00	\$17,700.00	\$17,550.00	\$20,740.00	\$36,710.00	\$ 15,000.00
3	Site Clearing and Restoration	\$2,500.00	\$35,000.00	\$14,489.00	\$11,300.00	\$11,700.00	\$5,000.00	\$18,360.00	\$ 56,000.00
4	Earthwork	\$10,800.00	\$94,500.00	\$90,774.00	\$116,100.00	\$63,180.00	\$45,819.00	\$158,571.00	\$ 162,000.00
5	Erosion Control	\$1,500.00	\$27,500.00	\$2,812.00	\$4,100.00	\$3,510.00	\$3,200.00	\$9,338.00	\$ 3,500.00
6	Synthetic Turf	\$526,974.00	\$290,588.52	\$299,622.36	\$341,780.28	\$462,231.48	\$355,331.04	\$290,588.52	\$ 308,656.20
7	Base Course Drainage Aggregate (3")	\$34,160.00	\$46,848.00	\$39,293.76	\$60,512.00	\$41,109.12	\$29,114.08	\$45,198.56	\$ 44,896.00
8	Subbase Course Drainage Aggregate (8")	\$90,160.00	\$126,224.00	\$77,280.00	\$126,224.00	\$99,459.36	\$76,842.08	\$111,746.88	\$ 90,160.00
9	Concrete Stretcher Curb with Nailer Board (6" thick)	\$21,222.00	\$64,845.00	\$53,055.00	\$46,452.60	\$55,177.20	\$49,046.40	\$69,195.51	\$ 64,845.00
10	Underdrainage Panel Drains and Collector Pipes	\$56,461.50	\$82,810.20	\$73,023.54	\$95,608.14	\$74,529.18	\$38,393.82	\$23,337.42	\$ 86,574.30
11	4' Storm Sewer Manhole	\$5,000.00	\$7,438.00	\$8,056.00	\$7,800.00	\$7,605.00	\$3,850.00	\$5,840.00	\$ 3,500.00
12	6' Storm Sewer Manhole	\$6,500.00	\$9,438.00	\$15,485.00	\$13,900.00	\$8,775.00	\$6,600.00	\$7,777.00	\$ 8,500.00
13	12" Storm Sewer PVC Pipe	\$900.00	\$920.00	\$663.20	\$820.00	\$351.00	\$1,240.00	\$1,048.00	\$ 800.00
14	24" Storm Sewer HDPE Pipe	\$16,575.00	\$14,025.00	\$9,366.15	\$18,870.00	\$8,950.50	\$14,394.75	\$17,737.80	\$ 15,300.00
15	18" Nyloplast Area Drain	\$500.00	\$2,545.00	\$3,567.00	\$3,200.00	\$2,340.00	\$2,150.00	\$2,495.00	\$ 2,750.00
16	Sod	\$9,534.00	\$0.00	\$16,811.62	\$17,796.80	\$14,412.23	\$11,154.78	\$13,061.58	\$ 7,945.00
17	4' Chain Link Fencing	\$8,320.00	\$17,472.00	\$16,211.52	\$14,560.00	\$23,362.56	\$12,355.20	\$22,135.36	\$ 20,800.00
18	Goalpost Footing	\$2,400.00	\$0.00	\$4,474.00	\$8,200.00	\$23,400.00	\$15,000.00	\$7,370.00	\$ 1,500.00
19	Goalpost	\$24,000.00	\$0.00	\$31,430.00	\$24,400.00	\$42,120.00	\$2,145.00	\$29,545.00	\$ 18,400.00
	Schedule 1:	\$827,506.50	\$902,139.82	\$793,255.15	\$943,223.82	\$998,536.00	\$723,420.00	\$890,055.63	\$923,626.50
Schedule 2: East Field									
20	Mobilization	\$7,500.00	\$6,046.10	\$12,605.00	\$13,900.00	\$38,773.37	\$31,043.22	\$20,000.00	\$ 12,500.00
21	Site Demolition	\$2,500.00	\$75,940.00	\$24,628.00	\$19,800.00	\$17,550.00	\$20,740.00	\$36,350.19	\$ 15,000.00
22	Site Clearing and Restoration	\$2,500.00	\$35,000.00	\$14,513.00	\$14,300.00	\$11,700.00	\$5,000.00	\$18,360.00	\$ 56,000.00
23	Earthwork	\$14,400.00	\$126,000.00	\$78,120.00	\$151,200.00	\$84,240.00	\$61,092.00	\$204,372.00	\$ 216,000.00
24	Erosion Control	\$1,500.00	\$27,500.00	\$3,083.00	\$4,250.00	\$3,744.00	\$3,200.00	\$9,338.00	\$ 4,500.00
25	Synthetic Turf	\$526,974.00	\$290,588.52	\$299,622.36	\$341,780.28	\$462,231.48	\$355,331.04	\$290,588.52	\$ 308,656.20
26	Base Course Drainage Aggregate (3")	\$34,160.00	\$46,848.00	\$39,937.92	\$60,512.00	\$41,109.12	\$29,114.08	\$45,198.56	\$ 44,896.00
27	Subbase Course Drainage Aggregate (5")	\$56,350.00	\$78,890.00	\$52,325.00	\$103,040.00	\$62,162.10	\$48,026.30	\$66,138.80	\$ 67,620.00
28	Concrete Stretcher Curb with Nailer Board (6" thick)	\$21,222.00	\$64,845.00	\$53,915.67	\$46,452.60	\$55,177.20	\$57,299.40	\$69,195.51	\$ 56,592.00
29	Underdrainage Panel Drains and Collector Pipes	\$56,461.50	\$82,810.20	\$74,529.18	\$95,608.14	\$74,529.18	\$38,393.82	\$23,337.42	\$ 86,574.30
30	4' Storm Sewer Shallow Manhole	\$5,500.00	\$7,438.00	\$8,175.00	\$7,800.00	\$7,312.50	\$3,300.00	\$5,840.00	\$ 3,500.00
31	5' Storm Sewer Manhole	\$6,000.00	\$9,438.00	\$11,165.00	\$11,200.00	\$8,190.00	\$5,960.00	\$7,777.00	\$ 5,000.00
32	12" Storm Sewer PVC Pipe	\$900.00	\$920.00	\$671.60	\$820.00	\$351.00	\$1,240.00	\$1,048.00	\$ 800.00
33	24" Storm Sewer HDPE Pipe	\$16,510.00	\$13,970.00	\$9,479.28	\$18,796.00	\$8,915.40	\$14,338.30	\$17,736.82	\$ 15,240.00
34	30" Storm Sewer RCP	\$8,160.00	\$22,715.40	\$6,413.76	\$5,151.00	\$5,370.30	\$17,935.68	\$5,624.79	\$ 5,865.00
35	18" Nyloplast Area Drain	\$500.00	\$2,545.00	\$3,625.00	\$3,200.00	\$2,340.00	\$2,150.00	\$2,495.00	\$ 2,750.00
36	Sod	\$14,748.00	\$0.00	\$26,448.08	\$26,423.50	\$22,294.06	\$17,255.16	\$20,204.76	\$ 12,290.00
37	4' Chain Link Fencing	\$6,400.00	\$13,440.00	\$12,323.20	\$11,200.00	\$17,971.20	\$9,504.00	\$17,024.00	\$ 16,000.00
38	Goalpost Footing	\$2,400.00	\$0.00	\$4,474.00	\$8,200.00	\$23,400.00	\$15,000.00	\$7,370.00	\$ 1,500.00
39	Goalpost	\$24,000.00	\$0.00	\$31,430.00	\$24,400.00	\$42,120.00	\$2,145.00	\$29,545.00	\$ 18,400.00
	Schedule 2:	\$808,685.50	\$904,934.22	\$767,484.05	\$968,033.52	\$989,480.91	\$738,068.00	\$897,544.37	\$949,683.50
	Schedule 1 + Schedule 2:	\$1,636,192.00	\$1,807,074.04	\$1,560,739.20	\$1,911,257.34	\$1,988,016.91	\$1,461,488.00	\$1,787,600.00	\$1,873,310.00

Shannon Marshall

4/30/2025

Shannon Marshall - Special Projects Devision Manger

Date

PURCHASE AND SALES AGREEMENT

Article 1 PROPERTY/PURCHASE PRICE

1.1 CERTAIN BASIC TERMS:

- (a) Purchaser and Notice Address: Broken Arrow Municipal Authority or its Assigns
220 South First Street
Broken Arrow, Oklahoma 74012
- (b) Seller and Notice Address: John M and Cynda A Spoon Trust
John M and Cynda A Spoon, Trustees
6604 S Chestnut Ave.
Broken Arrow, OK 74011
- (c) Effective Date of this Agreement: _____
- (d) Purchase Price: One hundred eighty-one thousand, eight hundred eighteen dollars and 40/100 cents (\$181,818.40)
- (e) Due Diligence Period: Thirty (30) days
- (f) Closing Date: *10 DAYS AFTER COMPLETION OF DUE DILIGENCE PERIOD*
- (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 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.

All related costs will be paid by purchaser.
INCLUDING THE SURVEY, ALTA

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. All related costs will be paid by purchaser.

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, Buyer 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 First Title.

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 Broken Arrow Municipal Authority 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 Broken Arrow Municipal Authority 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).

5.9 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.

5.10 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: Buyer shall pay any sales, gross receipts, compensating, excise, transfer, deed or similar taxes and fees imposed in connection with this transaction.

6.3 COMMISSIONS: ^{SHALL PAY JIM BURCHAM, LOOK CORNER ON PROPERTIES A COMMISSION FOR} 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 ^{6% TO} 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.~~ ^{SELLER IS RESPONSIBLE TO}

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 part 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 Seller to Purchaser, at Buyer's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

JOHN M AND CYNDA A SPOON TRUST

BY: John M. Spoon
John M. Spoon, Trustee

DATE: 4/11/2025

BY: Cynda A. Spoon
Cynda A. Spoon, Trustee

DATE: 4/11/2025

“PURCHASER”

BROKEN ARROW MUNICIPAL AUTHORITY
BROKEN ARROW, OKLAHOMA

BY: _____
Chairman

DATE: _____

Approved as to Form

BY:  _____
Deputy City Attorney

DATE: 4/24/2025 _____

ATTEST:

BY: _____
City Clerk

DATE: _____

Exhibit "A"

Legal Description of Property

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 ac. of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning.

having an area of 273105 Square Feet, 6.2696 Acres

Bearings based on Oklahoma State Plane Zone North (NAD83) Grid

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Russell M. Muzika, Ok. PLS No. 1603 December 17, 2023
GEODECA LLC, P.O. Box 33012, Tulsa Okla. 74153 (918) 949 4065 CA # 5524 renewal date 6/30/2024.

TO BE CONFIRMED BY SURVEY

RESOLUTION NO. 1653

APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY GENERALLY LOCATED IN THE 19900 BLOCK EAST 61ST STREET SOUTH, BROKEN ARROW, OKLAHOMA; AND APPROVAL TO EXECUTE RESOLUTION NO. 1653, A RESOLUTION OF THE CITY OF BROKEN ARROW RATIFYING, APPROVING, AUTHORIZING AND ACCEPTING A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY LOCATED IN BROKEN ARROW, WAGONER COUNTY, OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS A PART OF THE WEST 10 ACRES OF THE EAST 29.97 ACRES OF LOT 3 OF SECTION 6, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT 3; THENCE ALONG THE NORTH LINE OF SECTION 6, S88°53'47"W A DISTANCE OF 657.70 FEET; THENCE ALONG THE EAST LINE OF THE WEST 10 ACRES OF THE EAST 29.97 ACRES OF LOT 3, S01°19'39"E A DISTANCE OF 353.75 FEET TO THE POINT OF BEGINNING; THENCE S88°40'21"W A DISTANCE OF 65.00 FEET; THENCE S34°10'10"W A DISTANCE OF 325.93 FEET; THENCE S88°41'13"W A DISTANCE OF 75.00 FEET; THENCE ALONG THE WEST LINE OF THE EAST 29.97 ACRES OF LOT 3, S01°18'47"E A DISTANCE OF 700.08 FEET; THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3, N88°52'13"E A DISTANCE OF 329.43 FEET; THENCE N01°19'39"W A DISTANCE OF 966.55 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 273,105 SQUARE FEET, 6.2696 ACRES (THE "REAL PROPERTY") IN ACCORDANCE WITH THE TERMS OF A CERTAIN PURCHASE AND SALES AGREEMENT BY AND BETWEEN THE CITY OF BROKEN ARROW AND JOHN M AND CYNDA A SPOON TRUST; APPROVING AND AUTHORIZING PURCHASE OF THE REAL PROPERTY PURSUANT TO THE PURCHASE AND SALES AGREEMENT AND AUTHORIZING THE CITY OF BROKEN ARROW EXPENDITURE OF THE SUM \$181,818.40 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 REAL PROPERTY GENERALLY LOCATED IN THE 19900 BLOCK EAST 61ST STREET, BROKEN ARROW, OKLAHOMA; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (PROJECT NO. S.24010).

WHEREAS, John M and Cynda A Spoon Trust, owners of 6.2696 acres generally located in the 19900 block East 61st 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 representatives on behalf of John M and Cynda A Spoon Trust to enter into a Purchase and Sales Agreement for the purchase price of \$181,818.40; and

WHEREAS, this real property is legally described as follows:

A Part of the West 10 acres of the East 29.97 acres of Lot 3 of Section 6, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of Government 3; thence along the North line of Section 6, S88°53'47"W a distance of 657.70 feet; thence along the East Line of the West 10 acres of the East 29.97 acres of Lot 3, S01°19'39"E a distance of 353.75 feet to the Point of Beginning; thence S88°40'21"W a distance of 65.00 feet; thence S34°10'10"W a distance of 325.93 feet; thence S88°41'13"W a distance of 75.00 feet; thence along the West Line of the East 29.97 acres of Lot 3, S01°18'47"E a distance of 700.08 feet; thence along the South Line of Government Lot 3, N88°52'13"E a distance of 329.43 feet; thence N01°19'39"W a distance of 966.55 feet to the Point of Beginning. Having an area of 273,105 Square Feet, 6.2696 acres;

WHEREAS, it is contemplated that the acquisition of the real estate will provide opportunities for further infrastructure 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 \$181,818.40 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. The Contract for the Approval of and authorization to execute a purchase and sales agreement for a real property generally located in the 19900 block East 61st 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 generally located in the 19900 block East 61st 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 \$181,818.40 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 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 Municipal Authority at a regularly scheduled meeting, advance public notice of which was duly given and at which a majority of said Councilmembers were present, this 6th day of May 2025.

BROKEN ARROW MUNICIPAL AUTHORITY

Chairman

ATTEST:

City Clerk

Approved as to form and legality:



Deputy City Attorney

RESOLUTION NO. 1652

APPROVAL OF AND AUTHORIZATION TO EXECUTE A PURCHASE AND SALES AGREEMENT FOR REAL PROPERTY AT 21194 EAST 101ST STREET, BROKEN ARROW, OKLAHOMA; AND APPROVAL TO EXECUTE RESOLUTION NO. 1652, 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, WAGONER COUNTY, OKLAHOMA AND MORE PARTICULARLY DESCRIBED AS LOT FIVE (5), BLOCK ONE (1), WHISPERING HILLS ESTATES, A SUBDIVISION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 15 EAST OF THE INDIAN MERIDIAN, IN WAGONER COUNTY, 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 AMY WILLIAMS; 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 \$270,000.00 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 REAL PROPERTY AT 21194 EAST 101ST STREET, BROKEN ARROW, OKLAHOMA; AND CONTAINING OTHER PROVISIONS RELATING THERETO. (PROJECT NO. 2417210).

WHEREAS, Amy Williams, a single person, owner of 21194 East 101st 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 representatives on behalf of Amy Williams to enter into a Purchase and Sales Agreement for the purchase price of \$270,000.00; and

WHEREAS, this real property is legally described as follows:

Lot Five (5), Block One (1), Whispering Hills Estates, a subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, State of Oklahoma, according to the recorded plat thereof;

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 \$270,000.00 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. The Contract for the Approval of and authorization to execute a purchase and sales agreement for a real property at 21194 East 101st 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 21194 East 101st 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 \$270,000.00 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 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 6th day of May 2025.

CITY OF BROKEN ARROW, OKLAHOMA

Mayor or Vice Mayor

ATTEST:

City Clerk

Approved as to form and legality:

_____
Deputy City Attorney

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 74012
- (b) Seller and Notice Address: Amy Williams
21194 E 101st Street South
Broken Arrow, Oklahoma 74014
- Attorney in fact L David Williams
14964 Highway 82C
Hulbert, OK 74441
- And Steve Williams
21221 Finch Drive
Neosho, MO 64850
- (c) Effective Date of this Agreement: _____
- (d) Purchase Price: Two hundred seventy thousand dollars and
no cents (\$270,000.00)
- (e) Due Diligence Period: Thirty (30) days
- (f) Closing Date: _____
- (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 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. All related costs will be paid by purchaser.

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. All related costs will be paid by purchaser.

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, Buyer 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 First Title.

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).

5.9 REMOVAL OF PERSONAL PROPERTY: All personal property to be retained by Seller shall be removed from the Property within thirty (30) days of 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: Buyer 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 part 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

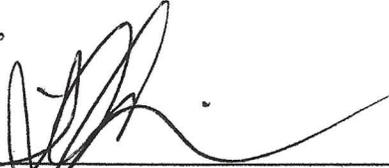
10.1 PURCHASER'S CONTINGENCY: Purchase and Seller agree that, in addition to any other conditions contained in the Purchase and Sale Agreement Purchaser's obligation to purchase the Property is expressly conditioned upon the following:

- (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;

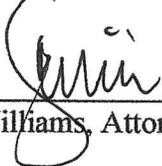
- (b) Soil test showing that the soils on the Property are suitable for Purchaser's intended use. Purchaser will perform such test within thirty (30) days after Seller's acceptance of this offer;
- (c) Access to the Property acceptable to Purchaser and suitable for Purchaser's intended use; and
- (d) Delivery of a Certificate of Non-Development by Seller to Purchaser, at Buyer's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

"SELLER"

BY: 
 L. David Williams, Attorney-in-fact

DATE: 15 April 2025

BY: 
 Steve Williams, Attorney-in-fact

DATE: 4/15/25

"PURCHASER"

THE CITY OF BROKEN ARROW,
 OKLAHOMA

BY: _____
 Mayor

DATE: _____

Approved as to Form

BY: 
 Assistant City Attorney

DATE: 4/22/2025

ATTEST:

BY: _____
 City Clerk

DATE: _____

Exhibit "A"

Legal Description of Property

Lot Five (5), Block One (1), WHISPERING HILLS ESTATES, a Subdivision of the North half of the Northwest Quarter of Section 29, Township 18 North, Range 15 East of the Indian Meridian, in Wagoner County, State of Oklahoma.

Contract Change Order # 1

Project Name: Concrete Panel Replacement Turtle Creek 2 Project Number: ST23030
 Project Location: Broken Arrow Ok Date of Application: Tuesday, April 1, 2025
 Contractor: Gober Construction LLC Submitted By: 4/1/2025

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

- 1) Remove and replace a section of the french drains that are attached to the curb and gutter and re connect them to the curb.
- 2) Lowering of inlet box to allow water to drain.

Change in Contractual Project Time:

- 1)
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		French Drain Connection	Ea	\$ 400.00	12	\$ 4,800.00
1		Lowering of storm inlet	Ea	\$ 1,200.00	1	\$ 1,200.00
						\$ -
Total Change Cost:						\$ 6,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 525,489.00
Current Change Order:	\$ 6,000.00	Amended Contract Amount:	\$ 531,489.00
Total Cost of Change Orders:	\$ 6,000.00	Percent Change in Contract:	1.14%
Total Cost Applicable to CBA:	\$ 6,000.00	Percent Change Applicable to CBA:	1.14%

Change Order Authorization

Change Order # 1 in the sum of: \$ 6,000.00 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	Salvador Velazquez	<i>Salvador Velazquez-Capozza</i>	4/1/25
	Name	Signature	Date
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>	4/22/2025
	Name	Signature	Date
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>	4/22/2025
	Name	Signature	Date
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>	4/23/2025
	Name	Signature	Date
City Manager:	Michael Spurgeon		
	Name	Signature	Date

This Change is Executed Through:

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

Contract Change Order # 1

Project Name: Events Park Infrastructure Project Number: 2417210
 PO Number: 22402935 Date of Application: Wednesday, April 30, 2025
 Contractor: Crossland Heavy Contractors Submitted By: T. Drummand

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) Construct new Parks Department Storage Facility including but not limited to: site work, utilities, building structure, and exterior finish system. Work does not include interior buildout and finishes.
- 2)

Change in Contractual Project Time:

- 1) None
- 2)

Plan Sheets or Additional Documents Attached: Yes No Other: Phase I Construction Documents

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		N/A				\$ -
						\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 23,358,567.02
Current Change Order:	\$ -	Amended Contract Amount:	\$ 23,358,567.02
Total Cost of Change Orders:	\$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:	\$ -	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # <u>1</u> in the sum of:	\$ -	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:	<u>Trace Drummond</u> <small>Name</small>	<u>Trace Drummond</u> <small>Signature</small>	<u>5/1/2025</u> <small>Date</small>
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u> <small>Name</small>	<u>Nathanael Kohl</u> <small>Signature</small>	<u>5/1/2025</u> <small>Date</small>
Director of Engineering & Construction:	<u>Charlie Bright, PE</u> <small>Name</small>	<u>Charlie Bright</u> <small>Signature</small>	<u>5/1/2025</u> <small>Date</small>
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> <small>Name</small>	<u>Kenneth Schwab</u> <small>Signature</small>	<u>5/2/2025</u> <small>Date</small>
City Manager:	<u>Michael Spurgeon</u> <small>Name</small>	<u>Michael Spurgeon</u> <small>Signature</small>	<u>5/1/2025</u> <small>Date</small>

This Change is Executed Through:

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

Council Agenda Number: _____

City Clerk: _____

Contract Change Order # 1

Project Name: Houston Street Widening, Garnett Road to Olive Ave Project Number: ST2028
 Project Location: Houston Street, Garnett Road to Olive Ave Date of Application: Wednesday, September 25, 2024
 Contractor: Becco Contractors, Inc Submitted By: Ryan Fransisco

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) Portable Longitudinal Barrier Wall
- 2)

Change in Contractual Project Time:

- 1) 0 Days
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Portable Longitudinal Barrier Wall	LF	\$ 35.00	400	\$ 14,000.00
						\$ -
						\$ -
Total Change Cost:						\$ 14,000.00

Summary of Project Costs

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 5,718,000.00
Current Change Order:	\$ 14,000.00	Amended Contract Amount:	\$ 5,732,000.00
Total Cost of Change Orders:	\$ 14,000.00	Percent Change in Contract:	0.24%
Total Cost Applicable to CBA:	\$ 14,000.00	Percent Change Applicable to CBA:	0.24%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>14,000.00</u> has been reviewed by all parties and is recommended for approval by:
Contractor Submitting Change Order: <u>Ryan Fransisco</u> <i>Ryan Fransisco</i> <u>9/25/24</u> <small>Name Signature Date</small>
Construction Division Manager: <u>Nathanael T. Kohl, PE</u> <i>Nathanael Kohl</i> <u>4/10/2025</u> <small>Name Signature Date</small>
Director of Engineering & Construction: <u>Charlie Bright, PE</u> <i>Charlie Bright</i> <u>4/10/2025</u> <small>Name Signature Date</small>
Assistant City Manager - Operations: <u>Kenneth D Schwab, PE</u> <i>Kenneth Schwab</i> <u>4/11/2025</u> <small>Name Signature Date</small>
City Manager: <u>Michael Spurgeon</u> _____ <u>_____</u> <small>Name Signature Date</small>

This Change is Executed Through:

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

Contract Change Order #1

Project Name: Public Works Field Office Renovations Project Number: 2217090
 Project Location: 2301 S. 1st Pl Date of Application: Monday, April 7, 2025
 Contractor: Ascend Builders LLC Submitted By: Travis Ohnemus

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:

- Change in contract time, adding 20 days in contract time due to lack of response on trench drain submittals. This held up plumbing work
- 1) and inspections.
 - 2)

Change in Contractual Project Time:

- 1) Includes 20 day increase in contract time for issues detailed above
- 2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
1		Adding time for work that was delayed due to lack of response.				\$ -
						\$ -
Total Change Cost:						\$ -

Summary of Project Costs

Total Previous Change Orders:	\$ 131,173.86	Original Contract Amount:	\$ 1,700,314.98
Current Change Order:	\$ -	Amended Contract Amount:	\$ 1,831,488.84
Total Cost of Change Orders:	\$ 131,173.86	Percent Change in Contract:	7.71%
Total Cost Applicable to CBA:	\$ 131,173.86	Percent Change Applicable to CBA:	7.71%

Change Order Authorization

Change Order # <u>1</u> in the sum of: \$ <u>-</u> has been reviewed by all parties and is recommended for approval by:			
Contractor Submitting Change Order:	Travis Ohnemus	<i>Travis Ohnemus</i>	4/7/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Construction Division Manager:	Nathanael T. Kohl, PE	<i>Nathanael Kohl</i>	4/10/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Director of Engineering & Construction:	Charlie Bright, PE	<i>Charlie Bright</i>	4/15/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<i>Kenneth Schwab</i>	4/16/2025
	<small>Name</small>	<small>Signature</small>	<small>Date</small>
City Manager:	Michael Spurgeon		
	<small>Name</small>	<small>Signature</small>	<small>Date</small>

This Change is Executed Through:

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

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
VILLAGE SQUARE II
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. SW24040
Agenda Item #25-562**

1.0 Professional Consulting Firm:

- 1.1 Name: Cross Timbers Consulting, LLC
- 1.2 Telephone No.: 918-348-9916
- 1.3 Address: P.O. Box 67
Alex, OK 73002

2.0 Project Name/Location: Village Square II Drainage Improvements between S. Gum Ave. and S. Lions Ave. in the Village Square II and Arrow Park Addition Amended Subdivisions in Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of drainage improvements in 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: \$ 46,175.00
- 4.2 Agreement Time: 79 calendar days
- 4.3 Estimated Construction Cost: \$ TBD

5.0 Agreement Approved by the Owner on: April 15, 2025

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cross Timbers Consulting, LLC, (CONSULTANT);

WITNESSETH:

WHEREAS, OWNER intends to design drainage improvements between Arrow Park Addition Amended and Village Square 2nd Amended subdivisions in the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

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

ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 15 - TERMINATION

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

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

ARTICLE 16 - DELAY IN PERFORMANCE

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

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

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

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

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

ARTICLE 25 - COMMUNICATIONS

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

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

CONSULTANT: Cross Timbers Consulting, LLC
P.O. Box 67
Alex, OK 73002
918.348.9916

Contact Name: Rachael Cooper, P.E.
Managing Director

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

OWNER:

City of Broken Arrow, a Municipal Corporation

CONSULTANT:

Cross Timbers Consulting, LLC

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

By: Tom Edwards
Thomas Edwards, President

Date: 4-17-2025

Date: 4/14/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]



Attest: Carla Edwards

Date: 4/21/2025

Date: 4/14/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
County of McClain) §

Before me, a Notary Public, on this 14th day of April, 2025, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
8/23/28

Megan Hightower
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 15 day of April, 2025.

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 design of an overland drainage channel to carry flows from the public storm sewer system that flows between the backyards of the Arrow Park Addition Amended and Village Square 2nd Amended subdivisions in the City of Broken Arrow. These documents shall include, but not be limited to, the following: topographic survey, drainage calculations, construction plans detailing the intent of the project, and easement documents; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

2.0 PROJECT SCOPE

- 2.1 CONSULTANT shall perform survey services, prepare construction and bid plans, necessary to construct the storm sewer system.
- 2.2 CONSULTANT shall provide temporary easement and drainage easement exhibits if needed. The OWNER will be responsible for all filing and associated fees.
- 2.3 OWNER shall provide existing hydrology reports, plans, and any other pertinent flow data for this project.
- 2.4 CONSULTANT shall provide consulting services as follows:
Survey Services and Coordination
100% Construction Plans
Bid Plans & Assistance

- 2.5 Assistance during construction services, including the review of construction submittals and response to RFIs will be negotiated at a later date if required by the OWNER.
- 2.6 Neither OWNER nor CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
 - 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
 - 3.1.2 Meet with 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 analysis and design 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, Standard Construction Specifications, Traffic Control Manual, City Ordinances and Comprehensive Plan.
 - 3.1.3 Provide OWNER with a list of all proposed sub-consultants and task sub-consultants are responsible to perform.
 - 3.1.4 Meet with the OWNER to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
- 3.2 CONCEPTUAL DESIGN PHASE (30%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
 - 3.2.1 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics for drainage design.
 - 3.2.2 Review existing utilities and identify if any utility relocation will be needed.
 - 3.2.3 Verify survey data provided by OWNER and prepare additional Topographic/Land survey, if needed.
 - 3.2.4 Prepare a budgetary cost estimate for the proposed improvements.
 - 3.2.5 Submit one (1) PDF copy of the conceptual design for review by the OWNER.
 - 3.2.6 The Conceptual Design Phase submittal shall include:
 - Additional Land Survey (if needed)
 - Conceptual (30%) Plans
 - Conceptual (30%) Cost Estimate

- 3.3 PRELIMINARY DESIGN PHASE (60%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1 Prepare preliminary (60%) drawings for proposed construction.
 - 3.3.2 Prepare preliminary (60%) construction cost estimate.
 - 3.3.3 Attend one (1) meeting to review preliminary (60%) plans.
 - 3.3.4 Submit one (1) PDF copy of preliminary (60%) construction plans and cost estimate, to the OWNER for distribution and review.
- 3.4 FINAL DESIGN PHASE (100%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Prepare final (100%) drawings for proposed construction.
 - 3.4.2 Prepare final (100%) construction cost estimate.
 - 3.4.3 Attend meeting to review final (100%) plans.
 - 3.4.4 Submit one (1) PDF copy of final (100%) construction plans and cost estimate, to the OWNER for distribution and review.
- 3.4 BID DOCUMENTS.
- 3.4.1 Incorporate final design review comments and furnish one (1) pdf copy of complete set of full-size drawings and contract documents and one (1) set of final drawings on electronic media (AutoCAD 2024 or earlier version), and one (1) master set of final specifications on electronic media and paper.
- 3.5 BID ASSISTANCE PHASE:
- 3.5.1 Prepare addenda and answer questions from prospective bidders that are forwarded to the Engineer from the City.
- 3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.
- 3.7 RECORD DRAWINGS.
- 3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2024 or earlier version).

**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the 15 day of April, 2025.

- 1.0 CONCEPTUAL PLANS:** The CONSULTANT shall submit in-full, conceptual (30%) plans, specifications, and cost estimate in accordance with City requirements.
- 2.0 PRELIMINARY PLANS:** The CONSULTANT shall submit in-full, preliminary (60%) plans, specifications, and cost estimate in accordance with City requirements.
- 3.0 FINAL PLANS:** The CONSULTANT shall submit in-full, final (100%) plans, specifications, and cost estimate in accordance with City requirements.
- 4.0 EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, easements required for construction and overland drainage in accordance with City requirements.
- 5.0 BID DOCUMENTS:** The CONSULTANT shall submit in-full, all bid documents in accordance with City requirements.
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, record drawings in accordance with City requirements.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

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 15 day of April, 2025.

1.0 BASIC COMPENSATION

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

- 1.1 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$25,495.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,600.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$9,600.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Bid Phase Payment: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$1,080.00 for the completion of the Bid Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion in future amendment.
- 1.6 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$400.00 for preparation of record drawings in electronic media (AutoCAD 2024 or earlier version) and PDF format.
- 1.5 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other

indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2025 for engineering services.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

**ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

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 15 day of April, 2025.

1.0 OWNER'S RESPONSIBILITIES

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

2.0 SPECIAL CONDITIONS

- 2.1 None

**ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
CROSS TIMBERS CONSULTING, LLC
FOR
VILLAGE SQUARE II
PROJECT SW24040**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 15 day of April, 2025.

1.0 CONCEPTUAL DESIGN PHASE:

- 1.1 Notice to Proceed: TBD
- 1.2 Rough Conceptual Cost Estimate: 14 Calendar days from NTP
- 1.3 Land Survey: 30 calendar days from NTP
- 1.4 Prepare Conceptual (30%) Plans: 15 Calendar days from Land Survey
- 1.5 Submit Conceptual (30%) Plans: 5 Calendar days from Land Survey
- 1.6 Owner 30% Review: 14 Calendar days

2.0 PRELIMINARY DESIGN PHASE:

- 2.1 Prepare preliminary plans and specifications (60%): 15 Calendar days from Receiving Owner 30% Review Comments
- 2.2 Submit Preliminary (60%) plans and specifications: 5 Calendar days from Receiving Owner 30% Review Comments
- 2.3 Owner 60% Review: 14 Calendar days

3.0 FINAL DESIGN PHASE:

- 3.0 Prepare final plans and specifications (100%): 15 Calendar days from Receiving Owner 60% Review Comments
- 3.1 Submit Final (100%) plans and specifications: 5 Calendar days from Receiving Owner 60% Review Comments
- 3.2 Owner 100% Review: 14 Calendar days

4.0 BIDDING ASSISTANCE PHASE:

- 4.1 Prepare Bid Documents (plans and specifications): 15 Calendar days from Receiving Owner 100% Review Comments
- 4.2 Submit Bid Documents: 5 Calendar days from Receiving Owner 100% Review Comments

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

**APPENDIX 1
FEE SCHEDULE & PRICE BREAKDOWN**

<i>CTC Staff Position</i>	<i>Hourly Rate (\$/hr)</i>
Project Manager	135
Civil Engineer	200
Engineering Technician	95
Biologist	95
Geospatial Specialist	95
Environmental Specialist	95

COBA-003 (SW24040)	PLAN START	PLAN DURATION	HOURS	FEE
Pre-Design Conference	1	1	2	\$ 670
Visual Inspection	1	1	2	\$ 670
Outline Survey Requirements	3	3	5	\$ 675
Topographic Survey	8	30	LSUM	\$ 5,480
H&H - 2D Model & HY8	38	7	42	\$ 8,400
DAC Public Meeting All Projects	45	1	0	\$ -
30% Plan Review	46	8	48	\$ 9,600
60% Plan Review	54	8	48	\$ 9,600
100% Plan & Easement Delivery	71	8	48	\$ 9,600
Project Bidding Assistance & Bid Docs.	TBD	21	8	\$ 1,080
Record Drawings	TBD	3	2	\$ 400
TOTAL HOURS			565	
			<i>Project Total</i>	\$ 46,175.0

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
MARQUARDT ENGINEERING, PLLC (CONSULTANT)
FOR
ROSE DISTRICT ALLEYWAY EAST
PROJECT NUMBER ST25190**

THIS **AMENDMENT NO. 1**, made and entered into this _____ day of December 2024, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "OWNER", and Marquardt Engineering, PLLC, hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated July 16th, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to provide conceptual design documents for the East Side Industrial Park Access Roadway and Railroad Crossing.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include the design of the alleyway east of North Main Street between East Broadway Street and East College Street within the construction plan documents for the improvements to the Rose District Alleyway East.

WHEREAS, the ORIGINAL AGREEMENT and Amendments 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. ATTACHMENT A – SCOPE OF SERVICES.

2.1.A This PROJECT is amended such that CONSULTANT shall include the design of the alleyway east of North Main Street between East Broadway Street and East College Street within the construction plan documents for the improvements to the Rose District Alleyway East.

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 July 16, 2024	\$43,800.00
<u>Amendment No. 1</u>	<u>\$7,600.00</u>
Revised Total Contract Amount	\$51,400.00

3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

4. ELECTRONIC SIGNATURES

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

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

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VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 19th day of December, 2024, personally appeared Keith Marquardt, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: MANAGING MEMBER) of Marquardt Engineering 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:

1-26-2027


Notary Public



**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
PROFESSIONAL CONSULTANT AGREEMENT
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

1.0 Professional Consulting Firm:

- 1.1 Name: Hudson Prince Engineering & Inspection, PLLC
- 1.2 Telephone No.: 918-613-3360
- 1.3 Address: 202 East 2nd Avenue, Ste. 101
Owasso, OK 74055

2.0 Project Name/Location: Timber Ridge Access Conceptual Study

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare a Conceptual Study of two access roadway alignments from 37th Street to Timber Ridge Elementary in Broken Arrow, OK, at the specified locations within this agreement. These documents shall include, but not be limited to, the following: CAD base map/drawings from aerial imagery and linework for two conceptual alignments, typical sections, quantities, programming estimates, and impact matrix. The final deliverable will be a Summary Memo with Exhibits and Attachments.

4.0 Agreement Summary:

- 4.1 Agreement Amount:
Conceptual Study Phase \$ 26,700.00
- TOTAL AGREEMENT AMOUNT** \$ 26,700.00
- 4.2 Agreement Time: 12 calendar days
- 4.3 Estimated Construction Cost: \$ TBD

5.0 Agreement Approved by the Owner on: _____ 2025

**AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS CONCEPTUAL STUDY**

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

W I T N E S S E T H:

WHEREAS, OWNER intends to perform a conceptual study of two roadway alignments for access to Timber Ridge Elementary from 37th Street within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S 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 and Additional Services.

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 furnished 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 wrongful acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

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

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

ARTICLE 9 - INSURANCE

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

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER as an Additional Insured and certificate holder on their certificates 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 to the extent allowed by law.

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 he:

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

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

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

24.1.4 Has required, and will at all times during the term of this AGREEMENT, 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 AGREEMENT, 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 - 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
(918) 259-7000
Contact Name: Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Hudson Prince Engineering & Inspection, PLLC
202 East 2nd Avenue, Ste. 101
Owasso, OK 74055
(918) 613-3360
Contact Name: Jerod Wilkins, P.E.
Executive Vice President

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

ARTICLE 26 – ELECTRONIC SIGNATURES

The Parties 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 is it 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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**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

- 1.1 CONSULTANT understands that the OWNER has retained their professional services in order to perform a conceptual study of two roadway alignments for access to Timber Ridge Elementary from 37th Street within the City of Broken Arrow. Work shall consist of the following: CAD base map/drawings from aerial imagery and linework for two conceptual alignments, typical sections, quantities, cost estimates, and impact matrix. The conceptual documents shall consist of the following: Summary memo with attachments and exhibits. Based upon the best information available at the time of this agreement, the study shall include discussion of impacts due to the presence of rock and utilities on the design alternatives.
- 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 (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

2.0 PROJECT SCOPE

- 2.1 The project consists of analysis of two new roadway alignments for access to Timber Ridge Elementary School from 37th Street in accordance with all current City of Broken Arrow specifications.
 - 2.1.1 The CONSULTANT shall provide a conceptual analysis, consisting of the following:
 - 2.1.1.1 Generate two (2) conceptual alignments, typical sections, quantities, cost estimates, and impact matrix.
 - 2.1.1.2 Preparation of a memo summarizing the study.
 - 2.1.2 Assistance during construction services, including the review of construction submittals and response to RFIs, will be negotiated at a later date if required by the OWNER:

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 Meet with the OWNER to discuss review comments for the CONCEPTUAL STUDY Phase of the project and incorporate appropriate comments into the Phase.

3.2 **CONCEPTUAL DOCUMENTS 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 CONCEPTUAL STUDY:

3.2.1.1 Prepare conceptual study for the proposed project, including:

- Summary Memo
- Executive Summary
- Alignment Plans (2 Alignments)
- Typical Sections
- Cost Estimates
- Impact Matrix

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 CONCEPTUAL STUDY: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following items:

- 1.1 Summary Memo with Attachments & Exhibits
- Summary Memo
 - Executive Summary
 - Alignment Plans (2 Alignments)
 - Typical Sections
 - Cost Estimates
 - Impact Matrix

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**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

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 _____ 2025.

1.0 BASIC COMPENSATION

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

1.1 Conceptual Study Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$26,700.00** for the completion of the Conceptual Study 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 _____.

Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

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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
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. CONSULTANT topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees and 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 CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
HUDSON PRINCE ENGINEERING & INSPECTION, PLLC
FOR
TIMBER RIDGE ACCESS
CONCEPTUAL STUDY**

PROJECT SCHEDULE

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

1.0 CONCEPTUAL STUDY PHASE:

- 1.1 Notice to Proceed:
- 1.2 Preparation of Conceptual Study: 10 calendar days
- 1.3 Owner Review: 2 calendar days
- 1.4 Total: 12 calendar days

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**AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX BASEBALL SHADE STRUCTURES
PROJECT 2360350**

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

WITNESSETH:

WHEREAS, OWNER intends to provide design plans to add shade structures over the bleacher areas for Fields 9-16 at Indian Springs Sports Complex Baseball (ISSC) (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

ARTICLE 1 - EFFECTIVE DATE

This AGREEMENT shall be effective upon signature of both parties.

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS

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

ARTICLE 5 - COMPENSATION

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

ARTICLE 6 - OWNER'S RESPONSIBILITIES

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

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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 enforced as of the effective date of the AGREEMENT, 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. Notwithstanding the foregoing, CONSULTANT is obligated to perform its professional services in accordance with the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances in a similar locality with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

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

ARTICLE 12 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 13 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to the CONSULTANT. OWNER shall defend, indemnify, and hold harmless the CONSULTANT 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, pursuant to a non-exclusive license to use the work product for project purposes only.

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.

Notwithstanding any provision to the contrary, CONSULTANT may be entitled to an equitable adjustment in the AGREEMENT price and project schedule for impacts to the SERVICES resulting from events beyond CONSULTANT's control..

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.

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ARTICLE 23 - COMPLETION

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (l), 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 the 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 - 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 Street
Broken Arrow, OK 74012
Contact: Shannon Marshall, AIA.
Special Projects Division Manager Engineering & Construction Department

CONSULTANT: Garver, LLC
6100 S Yale Ave, Suite 1300
Tulsa, OK 74136
(316) 616-1734
Contact Name: Nick Staib

Senior Landscape Architect

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

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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:

Garver, LLC

By: Wallace Smith
Wallace Smith, PE
Director of Federal Services

Date: 4/15/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Nick Staib
Nick Staib, PLA, Project Manager

Date: 4/15/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

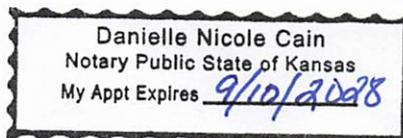
VERIFICATION

State of Kansas)
County of Sedgewick) §

Before me, a Notary Public, on this 15th day of April, 2025, personally appeared Wallace Smith, PE Nick Staib known to be to be the Project Manager of Garver, 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:

9/10/2028
Danielle Nicole Cain
Notary Public



**ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Indian Springs Sports Complex Baseball (ISSC) shade structure additions to the bleacher areas for fields 9-16. These documents shall include, but not be limited to, the following: construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 325,000.00 budgeted for this PROJECT that includes all project construction monies. 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.

Furthermore, CONSULTANT understands: This project consists of designing a shade structure system to cover the bleacher areas for fields 9-16 at Indian Springs Sports Complex Baseball (ISSC). This will include the areas between the fields. No work within the ballfields will occur.

2.0 PROJECT SCOPE

CONSULTANT shall coordinate the subsurface exploration; coordinate topographical survey in area of work, perform site design including layout, grading, and detail. All necessary structural design required for the project including foundation design shall be considered a delegated design and submitted by selected contractor for review.

CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Site Demolition Plan, Site Layout Plan, Site Grading/ Erosion Control Plan, Site Details, Specifications, Opinion of Probable Construction Costs.

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 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.
 - 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 GEOTECHNICAL Engineering:** 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 Complete 3 soil borings to a depth of 15' in locations indicated on Attachment F.
 - 3.2.2 Request a utility clearance through OKIE 811. UES is not responsible for loss or damage resulting from unmarked utilities.
 - 3.2.3 Explore the subsurface conditions at this site by drilling borings according to the Soil Boring Schedule in Attachment F. The borings will be drilled to the aforementioned depths of auger refusal, whichever occurs first.
 - 3.2.4 Logs of subsurface conditions encountered in the borings will be recorded by field personnel at the time of subsurface exploration. Samples will be obtained at selected depth intervals and will be returned to our laboratory for testing and analysis.
 - 3.2.5 The laboratory testing program may include the following tests: in-situ moisture content determination; Atterberg Limits (ASTM D4318); particle size analysis, and soil classification. The actual type and number of tests will depend on the soil conditions encountered.
 - 3.2.6 Geotechnical engineer is anticipating that the following laboratory testing program will include in-situ moisture content determination, Atterberg limits, particle size analysis, and soil classification.
 - 3.2.7 Geotechnical engineer will provide an engineering report where they will analyze the field and laboratory data and provide an engineering report regarding recommendations for site work, fill material, slab-on-grade, and for design and construction of foundations.

- 3.3 PRELIMINARY DESIGN PHASE:** Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.3.1** Prepare a Preliminary Site Demolition Plan to identify areas of pavement removal.
 - 3.3.2** Prepare a Preliminary Site Architectural Plan showing locations of shade structures.
 - 3.3.3** Prepare Preliminary Site Details, including basis of design information for shade structures.
 - 3.3.4** Prepare a Preliminary Grading/ Erosion Control Plan for all areas of pavement removal.
 - 3.3.5** Prepare an Opinion of Probable Construction Costs for the proposed improvements.
 - 3.3.12** Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 preferred), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.

- 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 Prepare and complete final design
 - 3.4.3 Prepare detailed construction plans in conformance with appropriate drafting standards
 - 3.4.4 Prepare Specifications
 - 3.4.5 Prepare final quantity estimates.
 - 3.4.6 Prepare final estimate of construction costs with a 10% contingency.
 - 3.4.7 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.
 - 3.4.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
 - 3.4.9 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
 - 3.4.10 The Final Design Phase submittal shall include:
 - Site Demolition Plan
 - Site Architectural Plan
 - Site Details as necessary to accurately convey the design intent to the contractor.
 - Prepare a Grading Plan/ Erosion Control Plan establishing proposed spot elevations and contours throughout the project site disturbed areas.
 - 3.4.11 Final Design Review.
 - 3.4.12 Attend a meeting with the CITY to review the Final Design Phase submittal and provide meeting minutes.
 - 3.4.13 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 preferred), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
- 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 E:
- 3.5.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, 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.

3.5.5 Prepare bid tabulation, if requested, and provide recommendation for award.

3.6 CONSTRUCTION ASSISTANCE PHASE:

Construction Assistance will submit reviews, addressing RFI's (Request for Information) submitted by the contractor to the CITY, and job site visits if requested by the CITY.

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 Incorporate changes into the drawings and produce Record Drawings.

3.6.2 Submit record drawings on electronic media (AutoCAD 2018 preferred or earlier version and pdf).

3.6.3 Submit any revisions to the Design Manual caused by construction changes.

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**ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
STREET
PROJECT NO. 2360350**

ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the ____ day of _____, 2025.

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 Site Demolition Plan
- 1.3 Site Architectural Layout Plan;
- 1.4 Site Details;
- 1.5 Site Grading/ Erosion Control Plan

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.

5.3 Construction Specifications

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

6.1 Drawings:

- 6.1.1 CAD files (AutoCAD Version 18 preferred) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.
- 6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

6.2 Design Manual:

- 6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.
- 6.2.2 Adobe Acrobat (pdf) file of Design Manual.

**ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

COMPENSATION AND ADDITIONAL SERVICES

The following compensation shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated ___ day of ____, 2025.

1.0 BASIC COMPENSATION

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

1.1 Task 1. Preliminary Design Payment:

1.1.1 Task 1.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$13,530.00** for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 Task 1.3. The OWNER shall pay the CONSULTANT a lump sum amount of **\$3,820.00** for geotechnical services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 2. Final Design Payment:

1.2.1 Task 2.1. The OWNER shall pay the CONSULTANT a lump sum amount of **\$9,810.00** for the completion of Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **\$1,440.00** for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 Task 4. Construction Assistance Phase: The OWNER shall pay the CONSULTANT an hourly fee not to exceed the amount of **\$4,100.00** for the Construction Assistance Phase. The hourly rate for these services are listed below in section 2.0. Project closeout and record drawings are included in this 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 as of July, 2024.

Professional Services

Senior Landscape Architect/ Project Engineer (E-3)	\$180.00
Landscape Architect (E-1)	\$135.00
Project Engineer (E-2)	\$157.00
Design Engineer (E-1)	\$135.00
Technician 2 (T-2)	\$119.00
Administrative 2 (AM-2)	\$100.00

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
GARVER, LLC
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

- 1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;
- 1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;
- 1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;
- 1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA 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
GARVER, LLC
FOR
INDIAN SPRINGS SPORTS COMPLEX SHADE STRUCTURES
PROJECT NO. 2360350**

PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the __ day of __, 2025. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule (EXHIBIT B), utilizing the phases and durations provided below.

- | | | |
|------------|--|---|
| 1.0 | TASK 1: PRELIMINARY DESIGN | 30 Days |
| 1.1 | Notice to Proceed: | |
| 1.2 | Conduct Geotechnical Investigation & Provide Recommendations/Report | |
| 1.3 | Prepare and Submit Preliminary Drawings: | |
| 1.4 | Prepare and Submit Opinion of Probable Cost: | |
| 1.5 | Owner Review: | |
|
 | | |
| 2.0 | TASK 2: FINAL DESIGN PHASE: | 30 Days |
| 2.1 | Notice to Proceed: | |
| 2.2 | Prepare & Submit final (90%) plans and Specifications for City Review: | |
| 2.3 | Prepare final Opinion of Probable Cost: | |
| 2.4 | Owner review: | |
| 2.5 | Prepare & Submit bid documents (100% plans and specifications): | |
|
 | | |
| 3.0 | TASK 3: ASSISTANCE DURING BIDDING PHASE: | |
| 3.1 | Providing bid documents: | To be determined. |
| 3.2 | Attend pre-bid conference: | To be determined. |
| 3.3 | Answer RFI's & prepare addenda: | To be determined. |
|
 | | |
| 4.0 | TASK 4: CONSTRUCTION ASSISTANCE PHASE: | |
| 4.1 | Construction assistance: | To be determined. |
| 4.2 | Record Drawings: | 30 days after receipt of contractor's red-lines |
| 4.3 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

ATTACHMENT F

Indian Springs Baseball Complex

S Fenwood Ct

W Shreveport St W Shreveport St

Limits of topographic survey

Geotechnical- three borings- max depth of 15' , backfill borings and concrete slab patched with sacked concrete mix. Report to provide recommendations for shallow foundation.

Limits of topographic survey

Google Earth
Image © 2025 Airbus

500 ft

**SECOND AMENDED AGREEMENT BETWEEN THE CITY OF BROKEN ARROW
AND THE BROKEN ARROW HISTORICAL SOCIETY**

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Historical Society (**Licensee**).

I. LICENSE

City grants a non-exclusive license and agrees to allow **Licensee** to use facilities in the City of Broken Arrow popularly known as the Historical Museum located at 400 S. Main St. (**Premises**).

City agrees to pay for the electrical, natural gas costs, water and sewer costs of the **Premises** during the full term of this Agreement in an amount not to exceed \$25,000.00. Any cost over this amount shall be solely paid by the Licensee. All utility usage must be reasonable. Any utility usage that is unreasonable or is illegal shall be paid solely by the **Licensee**.

Licensee shall provide at least one individual to monitor the **Premises** during all **Licensee** activities.

Within its limitations as a non-profit 501C3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee's** status, the **City** reserves the right to examine **Licensee's** financial statements upon request.

Licensee shall perform all scheduling and reservations of the **Premises**. Licensee shall allow the City to use, at no charge, the 3rd floor meeting space when schedule permits. City will pay Licensee for any museum staff's overtime expense.

In accordance with City of Broken Arrow Ordinance No. 2821, the **Historical Society** is permitted to serve alcohol, subject to licensing by the Alcoholic Beverage Laws Enforcement Commission (ABLE). The **Historical Society** shall gain appropriate Special Event licensing from the ABLE Commission for such permission. A copy of such license shall be provided to the **City**. The City then issues its own permit to the Historical Society. In the event that only low-point beer will be served, only the City's permit must be obtained.

The **City** shall appoint one person who may attend meetings as needed of the **Licensee** Board of Directors. **Licensee** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **City** and the **Licensee**.

Licensee shall appoint a sitting member of the Broken Arrow City Council to Licensee's Board of Directors (or Licensees equivalent Board), to serve terms concurrent with the term of this agreement. The member of the City's City Council shall be determined by the City. In the event that an appointed City Council member is removed or vacates office during the term of this agreement, Licensee shall remove such individual from the Licensee's Board of Directors and replace the individual with another sitting member of the City's City Council chosen by the City, to serve the remainder of the Board term. Licensee has the sole obligation to ensure Licensee's bylaws and other governing documents are amended to comply with all governing law to accommodate and enforce this provision. In the event that the sitting member of the City Council has a conflict in

scheduling or is unable to attend the meeting for any reason, the sitting Council member shall have the sole authority to designate a representative to appear at the meeting and said representative shall have the same voting rights and obligations as the sitting Council Member.

Licensee shall comply with all laws governing the possession and/or use of firearms applicable to the Premises and shall require compliance of same from Licensee's invitees, guests, membership, and users. This includes 21 § 1277 (A)(1) that makes it unlawful for any person, including a person in possession of a valid handgun license issued pursuant to the provisions of the Oklahoma Self-Defense Act, to carry any concealed or unconcealed firearm into any structure, building, or office space which is owned or leased by a city, town, county, state or federal governmental authority for the purpose of conducting business with the public. Pursuant to Title 21 § 1277, no person shall carry a firearm either concealed or unconcealed whether loaded or unloaded into the Premises. Nothing contained herein shall prevent an individual from transporting or storing a firearm in a locked motor vehicle while parked in the user group's parking lot or on any property set aside for any motor vehicle.

Licensee shall present an organizational update at least one time per year at a regularly scheduled City Council meeting. The schedule of appearance shall be coordinated by the Community Relations Liaison of the City of Broken Arrow, or its representative. Licensee shall send a representative of the organization having knowledge of operations (for example board president, board member, or executive director of the organization) to speak on behalf of the organization and update the City Council.

Any and all requests for assistance by the Licensee or its personnel shall be coordinated through the City Manager's Office or the City Manager's designee.

Within its limitations as a non-profit 501C3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee's** status, the **City** reserves the right to examine **Licensee's** financial statements upon request.

As consideration herein, any fee or cost regarding any extracurricular event put on by the **Licensee** shall be waived by the **Licensee** with respect to all city council and personnel either sitting on the Board or acting as a liaison to the **Licensee**.

All City employees interacting with the non-profit shall be subject to the City of Broken Arrow's policies on Sexual Harassment, Conflict of Interest and the Loyalty Oath. Any violation of said policies and related discipline shall be solely determined by the City Manager of the City of Broken Arrow. All employees shall make any and all reasonable efforts to abide by the policies and rules of the non-profit board to which they are involved. As for Officers, City Council members shall be subject to any and all organizational policies and Oklahoma State law.

II. TERM

The term of this license shall commence upon both parties' execution, and shall expire on June 30, 2025, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically. The Agreement does not renew automatically.

III. IMPROVEMENTS

The **Premises** shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the Community Relations Liaison or designee (**Liaison**). No other improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **Liaison**.

Licensee shall contract directly with the telephone company for monthly service and telephone installation on the **Premises**.

Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **City** upon the termination of this Agreement unless the **City** gives prior written permission for their removal. The structures involved in displaying artifacts in the exhibit gallery shall remain the property of the Historical Society. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **Liaison** immediately upon termination of the Agreement and **Licensee** shall restore the **Premises** to the condition that existed prior to the additions or modifications.

Licensee may not have, remove or change any locks on the **Premises** without the prior approval of the **Liaison** and without first supplying the **Liaison** with combination or key to all locks. **Licensee** shall be provided two keys. Any replacement or duplication of keys shall be paid by the **Licensee**.

Licensee shall follow all Oklahoma State laws and City of Broken Arrow ordinances regarding improvements made to the premises. **Licensee** agrees to comply with the City of Broken Arrow's purchasing manual and all Oklahoma State and City of Broken Arrow competitive bidding and construction laws.

IV. MAINTENANCE

Licensee acknowledges that it has inspected the **Premises** thoroughly and has full knowledge of the conditions of the **Premises**. The **City** makes no representations or warranties, express or implied, as to the condition of the **Premises**.

Licensee shall inspect the **Premises** immediately before and immediately after each use and shall immediately notify the **Liaison** of any damages or of any repairs, which may be required. In the event that any defect may threaten the safety and welfare of participants or the general public,

Licensee shall not allow individuals to utilize the **Premises** until the defective portion of the **Premises** has been repaired or replaced.

Licensee agrees to take all reasonable precautions to prevent waste, damage or injury to the **Premises** by **Licensee** or by any competitors, volunteers, guests, invitees or others who may be on the **Premises**.

The **City** shall replace or repair any major maintenance item that is not routine in nature of the **Premises** in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems, and structural components of the **Premises**, the parking areas and outdoor lighting fixtures. The **Licensee** shall replace or repair any minor maintenance item that is routine in nature of the **Premises**, which may include the plumbing, electrical, HVAC systems, indoor lightbulb replacement and structural components of the **Premises**. The **Licensee** will be responsible for the replacement or repair any portion of the actual structures involved in displaying artifacts in the exhibit gallery.

The **City** shall schedule and pay for all maintenance and annual inspections required on the elevator contained within the structure.

The **City** shall mow and fertilize the outdoor area surrounding the **Premises**.

The **City** shall perform all clearing of snow and ice from the parking lots and sidewalks of the premises.

The **City** shall conduct annual cleaning and any needed repairs of humidifier.

The **City** shall manage and/or conduct fire extinguisher and fire suppression inspections.

The **Licensee** shall be responsible for keeping the mural in good condition and shall be responsible to repair any vandalism, damage or major wear and tear to the mural. The **Licensee** has purchased insurance to address any issues related to damage or vandalism to the mural and shall utilize the insurance coverage to repair any damage or vandalism to the mural.

Licensee is responsible for routine carpet and other flooring cleaning and upkeep, including any stain removal. Professional carpet cleaning services may be hired at the expense of **Licensee** with prior approval from the **City**. Carpet and flooring will be inspected regularly by **City**. Any carpet replacement due to normal wear and tear is the responsibility of and at the discretion of the **City** (typically every 10-20 years depending on use).

In the event that the indoor paint needs to be refreshed or repaired, **Licensee** shall be responsible for the cost and repair. All work must be done with express written permission of the **City Manager** prior to the work being performed. The **City** reserves the right to approve the painter(s) for the project. Outside painting shall be performed by the **City** and shall be at the **City's** sole discretion.

Licensee shall perform all custodial duties of the **Premises** as needed, and on a regular basis to ensure cleanliness of facility. **Licensee** shall pick up all trash and deposit the same in a commercial dumpster provided by the **City**.

Licensee shall maintain climate control devices at reasonable levels. **Licensee** shall keep the lights turned off in areas not being used and turn off all lights when leaving the **Premises**.

Licensee shall lock and secure the **Premises** after each use. All electrical, mechanical and technology rooms shall be kept clear of debris by the **Licensee** at all times and shall be accessible only to City personnel. Additionally, areas around electrical panels, HVAC equipment and fire suppression equipment must be kept clear and accessible at all times.

Licensee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair or routine maintenance on the **Premises** as a result of the acts of **Licensee** or by its competitors, volunteers, guests, or invitees, and for the **City's** cost in performing any of **Licensee's** contractual duties. Any damage to personal property caused by the failure of the **City** to maintain an item shall be repaired or replaced by the **City** at its discretion.

The **City** retains the right to enter any portion of the **Premises** at any and all times, reasonable notice, to inspect the **Premises** or to conduct maintenance or repairs, or for the purpose of determining whether **Licensee** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **City** under this Agreement. In the event of an emergency, no notice shall be required to enter or repair the premises.

In the event any landscaping is installed by the **Licensee**, the **Licensee** shall be responsible for maintenance and upkeep. Any landscaping installed by the **City**, shall be the **City's** responsibility for maintenance and upkeep.

All outside maintenance including painting, cleaning of windows, flashing and façade shall be the responsibility of the **City** and shall be maintained at the **City's** sole discretion.

Any maintenance, repair, cleaning, or service required from the **City** hereunder shall be performed at the **City's** sole discretion and timing.

Licensee shall be responsible for ensuring adherence to all Fire Life Safety codes and ensuring a safe environment. **Licensee** agrees to allow the Broken Arrow Fire Department access to the building for the purposes of inspection and/or safety review and **Licensee** agrees to be solely responsible for any remediation required. The opinion of the Fire Chief or his or her designee shall be conclusive evidence of the need for remediation and all remediation shall be considered a condition for the continued use of the premises.

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees solely of **Licensee**, and **Licensee** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

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

Licensee shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

VI. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **City's** right to indemnification, **Licensee** and each of its contractors, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars (\$1,000,000.00) per claimant, One Million Dollars (\$1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. **Licensee** shall include the **City** as an Additional Insured on all required insurance policies. **Licensee** shall also require its contractors to list the **City** as an Additional Insured. **Licensee** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **Licensee** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and

admitted to write insurance business in Oklahoma. Failure of **Licensee** or its contractors to obtain and maintain any required insurance does not relieve **Licensee** from any liability hereunder.

VII. DEFAULT/TERMINATION

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

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **Licensee**. That the Licensee shall be allowed to temporarily rent the premises or allow meetings at the premises with other groups with the agreement of the Broken Arrow City Manager or his designee.

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

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

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

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

City of Broken Arrow

By: Michael Spurgeon 4/22/2025
Michael L. Spurgeon, City Manager

Attested:

Curtis Green 4/22/2025
City Clerk /Seal



AS APPROVED TO FORM:

 4/22/2025
Deputy City Attorney

Broken Arrow Historical Society

By: GARY GERBER 4/22/2025
Historical Society President

Printed Name: _____

Mailing Address (other than the premises address):

**AGREEMENT SUMMARY
CITY OF BROKEN ARROW
WASHINGTON STREET AND 23RD STREET INTERSECTION
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. ST24220**

1.0 Professional Consulting Firm:

1.1 Name: Benham Design, LLC
 1.2 Telephone No.: 918.492.1600
 1.3 Address: 15 West 6th Street, Suite 900
 Tulsa, OK 74119

2.0 Project Name/Location: Washington St. and 23rd St. intersection improvements, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Washington St. & 23rd St. intersection improvements, 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 Totals
 Task 1 (Land Survey): \$ 31,290.00 (LSUM)
 Task 2 (Conceptual Design): \$ 192,905.00 (LSUM)
 Task 3 (Preliminary Design): \$ 239,666.00 (LSUM)
Task 4 (Right-of-Way Design): \$ 64,248.00 (NTE)*
 Task 5 (Final Design): \$ 266,312.00 (LSUM)
 Task 6 (Bidding Assist. Design): \$ 12,174.00 (NTE)
 Task 7.1 (Hydr. Project Close-Out): \$ 20,202.00 (NTE)
 Task 7.2 (Project Close-Out): \$ 13,310.00 (LSUM)

TOTAL AGREEMENT AMOUNT \$ 840,107.00*

*** Amendment 1 changes**

4.2 Agreement Time: 520 calendar days (approximately)
 4.3 Estimated Construction Cost: TBD

5.0 Agreement Approved by the Owner on: March 18th, 2025

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
DATED - MARCH 19TH, 2025
WASHINGTON STREET AND 23RD STREET INTERSECTION
PROJECT NUMBER ST24220**

1. Professional Service Provider:

- a. Name: Benham Design, LLC
- b. Telephone No.: 918.492.1600
- c. Address: 15 West 6th Street, Suite 900, Tulsa, OK 74119

2. Amendment(s):

The contract identified above (“Original Agreement”) is amended as follows:

Section 1.4 of Attachment C (titled “Compensation And Additional Services”, page 17 of original agreement), is amended to read as follows:

Task 4. Right-of-Way Design Phase: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of **\$64,248** for the completion of the Right-of-Way Phase. \$45,348 is LUMP SUM and includes labor and direct project expenses to set proposed Right-of-Way. \$18,900 is a Not to Exceed amount and is based upon an assumed 40 parcels priced at \$78.75 per parcel for Right-of-Way Document Review and \$236.25 per parcel for Property Reports, and \$157.50 per parcel for Property Staking. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

The above amended language revises the total agreement price from \$838,107.00, which was originally approved by OWNER’s governing body on March 18, 2025, to the new total of **\$840,107.00**.

3. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

4. Effective Date: This Amendment No. 1 is effective upon signature of both parties.

[REMAINDER OF PAGE BLANK INTENTIONALLY]

