



**City of Broken Arrow**  
**Meeting Agenda**  
**Broken Arrow City Council**

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

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**Tuesday, April 1, 2025**

**6:30 PM**

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

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**1. Call to Order**

**2. Invocation**

**3. Roll Call**

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

**5. Consideration of Consent Agenda**

- A. [25-13](#) Approval of the City Council Meeting Minutes of March 18, 2025
- B. [25-365](#) Acceptance Planning Commission meeting minutes of February 13, 2025
- C. [25-366](#) Acceptance Planning Commission meeting minutes of February 27, 2025
- D. [25-408](#) Approval of and authorization to execute Resolution No. 1642, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances
- E. [25-400](#) Approval of and authorization to execute a proclamation declaring April 22, 2025, as Earth Day, and the month of April, 2025 as Earth Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet
- F. [25-410](#) Approval of and authorization to declare certain City owned vehicles and equipment as surplus and authorize the sale of those items at an online public auction
- G. [25-413](#) Approval of and authorization to execute an agreement with Action Safety Supply Co. for the 18 Intersection Striping Plan under State Contract SW776 (Project #ST24140)

- H. [25-427](#) Approval of and authorization to execute Agreement for Professional Consulting Services with Freese and Nichols for the design of retaining wall improvements holding back a private pond along Aspen Avenue between New Orleans Street and Florence Street (Project Number (SW25070))
  
- I. [25-412](#) Approval of and authorization for the purchase and installation of synthetic turf for Preserve Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract #010521 for the Parks Department
  
- J. [25-436](#) Approval of and authorization to purchase one (1) 2025 Chevrolet Colorado 4x4 from Vance Chevrolet, Buick, GMC of Miami pursuant of Oklahoma State Contract# SW035 and approval of and authorization to execute Budget Amendment Number 21 for Fiscal Year 2025
  
- K. [25-454](#) Approval of and authorization to award the lowest responsible bid to L&M Office Furniture, and approve and authorize the purchasing of Furniture, Fixtures and Equipment (FF&E) for the Public Works Field Office (Project No. 2217090)
  
- L. [25-423](#) Approval of and authorization to execute Change Order No. 1 with Ellis Concrete Construction for the Concrete Panel Replacement Street Repair - Brentwood (ST23300)
  
- M. [25-389](#) 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)
  
- N. [25-437](#) Approval of SP-001966-2025 (Specific Use Permit), Church of St. Benedict, 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)
  
- O. [25-422](#) Acceptance of a Temporary Construction Easement consisting of 0.02 acres from the Nicole Fortin Revocable Trust, the owner, on property located at the northwest corner of Fir Avenue and Houston Street, Broken Arrow, Oklahoma, a tract of land that is located at 8417 South 8th Street East, Broken Arrow, Oklahoma 74011, in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the 8th Street & Natchez Culvert Replacement, Parcel 1.A. (Project No. SW21020)
  
- P. [25-384](#) Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002013-2025)

- Q. [25-385](#) Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002014-2025)
- R. [25-386](#) Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002015-2025)
- S. [25-387](#) Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002016-2025)
- T. [25-388](#) Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002017-2025)
- U. [25-378](#) Acceptance of a Utility Easement from GASB Properties, LLC, an Oklahoma limited liability company, the owner, on property located at 11822 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 20.0 for the Melinda Park Sanitary Sewer Improvements. Project No. S.23030
- V. [25-421](#) Acceptance of a Utility Easement from Grand Slam Enterprises, LLC, an Oklahoma Limited Liability Company, on property located near 16006 East 131st Street South, Broken Arrow, Oklahoma 74011, located in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 3.1 for the 8th Street & Natchez Culvert Replacement. (Project No. SW21020)
- W. [25-379](#) Acceptance of a Utility Easement from Virginia M. Rawson, the owner, on property located at 11612 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 12.0 for the Melinda Park Sanitary Sewer Improvements. Project No. S.23030
- X. [25-375](#) Acceptance of a Water Line Easement from Forest Ridge Development Limited Partnership, on a portion of property located approximately one-half mile south of Kenosha Street (71st Street), west of Midway Road (257th East Avenue), Wagoner County, State of Oklahoma, (Section 10, T18N, R15E) (EASE-002027-2025)

- Y. [25-452](#) Acceptance of a Water Line Easement from Independent School District No. 3 of Tulsa County Oklahoma on property located approximately one-quarter mile south of Albany Street (61st Street), one-quarter mile east of 9th Street (Lynn Lane) (Section 01, T18N, R14E) (EASE-002102-2025)
- Z. [25-374](#) Acceptance of a Water Line Easement from The Robson Companies, Inc., on a portion of property located approximately one-half mile south of Kenosha Street (71st Street), west of Midway Road (257th East Avenue), Wagoner County, State of Oklahoma, (Section 10, T18N, R15E) (EASE-002038-2025)
- AA. [25-429](#) Ratification of the Claims List Check Register Dated March 24, 2025

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

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

- A. [25-417](#) Recognition of the Employee Event Steering Committee members for their efforts with the 2024 United Way program that resulted in the city receiving a Green Country Award for its fundraising efforts
- B. [25-245](#) Presentation of an annual report by representatives of Cox Communications, a cable service provider with a Non-Exclusive Franchise with the City of Broken Arrow, and regarding the services provided by Cox and operation of cable system
- C. [25-355](#) Presentation and annual programming update by the Broken Arrow Historical Society
- D. [25-356](#) Presentation and annual programming update by the Military History Center
- E. [25-266](#) 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. [25-396](#) Consideration, discussion, and possible approval to award the lowest responsible bid to Ellis Concrete Construction, LLC and approve and authorize execution of a construction contract for Concrete Panel Replacement Street Repair - Meadow Heights (ST23310)
- B. [25-447](#) Consideration, discussions, and possible approval of PT-001985-2025 | PR-000016-2022, Conditional Final Plat, Oakmont Hills, 28.20 acres, 85 Lots, A-1 (Agricultural) to RS-3 (Single-Family Residential) and CG (Commercial General)/PUD-000197-2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane), including approval of the Oakmont Hills Agreement

**10. Preview Ordinances**

- A. [25-446](#) Consideration, discussion, and possible preview of an Ordinance 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)

## 11. Ordinances

- A. [25-369](#) Consideration, discussion and possible adoption of Ordinance No. 3852 closing a Waterline Easement on property located one-quarter mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st Street), Tulsa County, State of Oklahoma, (Section 03, T17N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002008-2025)
- B. [25-370](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3852
- C. [25-367](#) Consideration, discussion and possible adoption of Ordinance No. 3853 closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001742-2024)
- D. [25-440](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3853
- E. [25-368](#) Consideration, discussion and possible adoption of Ordinance No. 3854 closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001743-2024)
- F. [25-372](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3854
- G. [25-434](#) Consideration, discussion and possible adoption of Ordinance No. 3855, an Ordinance amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10.3, Manufacture, Sale, Use, Etc., of fireworks, of The Broken Arrow Code of Ordinances; Authorizing the City Manager or his Designee to declare a rainout day for July 3 and or July 4 and designating an alternate date not later than July 15 authorizing the discharge of fireworks; repealing all ordinances to the contrary; and declaring an emergency
- H. [25-441](#) Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3855

**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 Pierre “Pete” E. Brunel, et al., v. City of Broken Arrow, Tulsa County District Court, Case No. CJ-23-1640, under 25 O.S. §307(B)(4);**
- 2. A pending litigation known as Heather Fox v. City of Broken Arrow, Tulsa County District Court, Case No. CJ-24-3934, under 25 O.S. §307(B)(4);**
- 3. A pending condemnation case known as City of Broken Arrow v. Phillips 66 Company, et al, Wagoner County Court, Case No. CJ-2024-405, 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 litigation and disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest. 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

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**File #: 25-13, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Approval of the City Council Meeting Minutes of March 18, 2025

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:**

Approximately \$113

**Funding Source:**

City Clerk Operational Fund

**Requested By:**

City Clerk's Office

**Approved By:**

City Manager's Office

**Attachments:**

March 18, 2025 City Council Minutes

**Recommendation:**

Approve the minutes of the March 18, 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 1<sup>st</sup> Street  
Broken Arrow OK  
74012

Tuesday, March 18, 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 Rich Manganaro led the Invocation.

#### 3. Roll Call

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

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

The Pledge was led by David Pickel.

#### 5. Consideration of Consent Agenda

- A. 25-11 Approval of the City Council Meeting Minutes of February 25, 2025
- B. 25-12 Approval of the City Council Meeting Minutes of March 04, 2025
- C. 25-320 Approval of and authorization to execute Resolution No. 1637, a Resolution to request programming of FFY2026 and FFY2027 Tulsa Urbanized Area Surface Transportation Block Grant funds for the Planning, Design, Utility Relocations and Right of Way Acquisition for 23rd Street Improvements from Albany Street to Omaha Street (ST1931 and ST1932)
- D. 25-319 Approval of and authorization to execute Resolution No. 1638, a Resolution to request programming of FFY2026 and FFY2027 Tulsa Urbanized Area Surface Transportation Block Grant funds for the Planning, Design, Utility Relocations and Right of Way Acquisition for Olive Avenue Improvements from Kenosha Street to the railroad tracks south of Albany Street including the Kenosha Street and Olive Avenue Intersection (ST1710)
- E. 25-318 Approval of and authorization to execute Resolution No. 1639, a Resolution to request programming of FFY2026 and FFY2027 Tulsa Urbanized Area Surface Transportation Block Grant funds for the Planning, Design, Utility Relocations and Right of Way Acquisition for Washington Street and 23rd Street Intersection Improvements
- F. 25-199 Approval of and authorization to execute 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)
- G. 25-361 Approval of and authorization to execute a Second Amendment to Capital Improvement Agreement with Board of County Commissioners of Tulsa County, Oklahoma, for the Broken Arrow Gateway Signage Project
- H. 25-303 Approval of and authorization to execute Agreement for Professional Consulting Services with Freese and Nichols for the design plans to mitigate erosion along Adams Creek adjacent to the Preserve Park Regional Detention Pond (Project No. SW24070)
- I. 24-1677 Approval of and authorization to execute Amendment Number 2 to Agreement for Professional Consulting Services with HDR Engineering, Inc. for the East Side Industrial Park Access Roadway and Railroad Crossing (Project Number ST23230)
- J. 25-326 Approval of and authorization to execute agreement for a public and private partnership to construct a storm sewer at Lynn Oaks Apartments with MACO Construction, Inc. (Project No. SW25100)
- K. 25-344 Approval of and authorization to execute Amendment Number 1 to Agreement for Professional Consultant Services with Poe & Associates, Inc. for the New Orleans Street Widening from Garnett Road to Olive Avenue (ST24200)
- L. 25-381 Approval of and authorization to execute Agreement for Tax Increment Finance Counsel Services with Public Finance Law Group, PLLC.
- M. 25-353 Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Volleyball Club for the use of Nienhuis

**Park Community Center**

- N. 25-299 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
- O. 25-251 Approval of and authorization to execute a Proclamation declaring the week of March 24, 2025, Arbor Week
- P. 25-154 Approval of and authorization to execute a Proclamation declaring April 2025 as Autism Awareness and Acceptance Month in the City of Broken Arrow
- Q. 25-332 Approval of and authorization to purchase a new city phone service from Software House International (SHI)/RingCentral pursuant to the Oklahoma State Purchasing Contract
- R. 25-338 Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond, Proposition 6 funds to construct erosion control measures and channel cleaning along the bank of Haikey Creek at the Diocese of South Tulsa
- S. 25-322 Approval of and authorization to execute Change Order No. 1 with Kimery Painting Inc. for the Tiger Hill East Water Tank Restoration (2454460)
- T. 25-321 Approval of and authorization to execute Change Order No. 3 with Crossland Heavy Construction for the Lynn Lane Wastewater Treatment Plant Disinfection Improvements (\$1905)
- U. 25-293 Approval of BAZ 001974 2025 (Rezoning), Brook Chase IV V, approximately 33.11 acres, A 1 (Agricultural) to RS 4 (Single Family Residential), located approximately one eighth mile west of 23rd Street (193rd Avenue/County Line Road) and one-quarter mile north of Washington Street (91st Street)
- V. 25-336 Approval of PT 001907 2024|PR 000037 2022, Conditional Final Plat, Honey Springs at Battle Creek Phase I, 28.68 acres, 80 lots, PUD 94Q/A CG, A RD and A R 3 to PUD 94W/CG, RD and RS 3), south and east of the southeast corner of Dearborn Street (41st Street) and Aspen Avenue (145th E. Avenue)
- W. 25-362 Approval of PT 001954 2025|PR 000222 2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A 1 (Agricultural), R 2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A 1 and R 2, & SP 53 via BAZ 001225 2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)
- X. 25-291 Approval of PT 001985 2025 | PR 000016 2022, Conditional Final Plat, Oakmont Hills, 28.20 acres, 85 Lots, A 1 (Agricultural) to RS 3 (Single Family Residential) and CG (Commercial General)/PUD 000197 2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane)
- Y. 25-294 Approval of PUD 001972 2025 (Planned Unit Development) Major Amendment, Ferguson Superstore, 28.78 acres, & BAZ 001971 2025 (Rezoning) 1.63 acres RD (Residential Duplex) to CH (Commercial Heavy), generally located at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)
- Z. 25-296 Approval of SITE 001975 2025 (Site Plan), The Enclave at Southern Trails, 20.49 acres, BAZ 00012 2022 CG (Commercial General), RM (Residential Multi-Family), CM (Community Mixed Use) and PUD 000126 2022, generally located at the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)
- AA. 25-339 Acceptance of a Deed of Dedication for Parcel 1.1, which consists of 0.05 Acres of permanent Right of Way, located at 9123 South 177th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Cheeneah Maria Armstrong, and authorization of payment in the amount of \$7,340.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 1.1 (Project No. ST2027)
- AB. 25-218 Acceptance of a Temporary Construction Easement consisting of 4,900 square feet from the David Roy and Karen Irene Foster Revocable Living Trust, on property located at 13009 South 133rd East Avenue, Broken Arrow, Oklahoma, a tract of land that is located in the Southwest Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Willow Springs Lift Station Replacement Parcel 3. A. (Project No. 2154300)
- AC. 25-325 Acceptance of a Utility Easement from Larry Boykins and Anita Boykins, the owners, on property located at 11506 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 5.0 for the Melinda Park Sanitary Sewer Improvements. Project No. S.23030
- AD. 25-346 Approval of and authorization of Final Acceptance for the public improvements at Park Place II, located at 6671 South 257th Avenue East
- AE. 25-329 Ratification of the Claims List Check Register Dated March 10, 2025

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks  
**Move to Approve Consent Agenda minus Item 25-291**

The motion carried by the following vote:

**Aye: 4 -**

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

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

- X. 25-291 **Approval of PT 001985 2025 | PR 000016 2022, Conditional Final Plat, Oakmont Hills, 28.20 acres, 85 Lots, A 1 (Agricultural) to RS 3 (Single Family Residential) and CG (Commercial General)/PUD 000197 2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane)** This item was tabled until next council meeting.

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

- A. 25-305 **Presentation and possible approval of a Certificate of Recognition for David Heard for his patriotic act of service for the City of Broken Arrow**

City Manager Michael Spurgeon recognized city employee David Heard for exceeding his duties. While on duty on March 5, 2025, Hurd noticed an American flag lying in a driveway with a broken pole. He took the flag to the homeowner's front door, demonstrating patriotism and dedication. His actions were acknowledged as a reflection of his character and the city's values. A video of the event was then presented.

David Heard, a nine-year employee of the City of Broken Arrow's stormwater department, operates a street sweeper and covers expanding neighborhoods in his routine. While on duty, he noticed an American flag on the ground, likely blown down by strong winds. Moved by his patriotism and respect for the flag, Mr. Heard stopped, picked it up, and placed it securely for the homeowner to find. Though he did not serve in the military, his deep appreciation for those who did motivated his actions, ensuring the flag was treated with dignity.

A Certificate of Recognition in honor of David Heard was presented.

- B. 25-352 **Approval of and authorization to execute Resolution No. 1641, approving and authorizing a Resolution recognizing and supporting the Motivational Me/Pack the Purpose community initiative**

Mayor Debra Wimpee presented Item 25-352, recognizing and supporting the Motivational Me/Pack and the Purpose Community Initiative. This initiative aligns with efforts led by Attorney General Drummond to raise awareness about human trafficking and online predators—issues often overlooked but prevalent. The city was honored to be among the first to support this cause, with other cities like Jenks expected to follow. City Manager Michael Spurgeon reviewed the proposal and endorsed the resolution, reinforcing the city's commitment to combating these threats.

City Manager Michael Spurgeon urged the council to pass Resolution 1641 and explore ways for public safety and administration to participate actively. Mr. Spurgeon highlighted the city's commitment to addressing community distress, citing initiatives like hiring a full-time domestic violence coordinator and implementing a mental health program for police and fire services. Supporting this resolution aligns with these efforts, emphasizing the need for greater awareness of human trafficking and online predators. The Attorney General's initiative was praised for bringing attention to these issues, and Broken Arrow was encouraged to participate.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel  
**Move to Approve Item 25-352 authorization to execute Resolution No. 1641, approving and authorizing a Resolution recognizing and supporting the Motivational Me/Pack the Purpose community initiative**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- C. 25-265 **Update on the 2026 General Obligation Bond Package**

City Manager Michael Spurgeon presented Item 25-265. The Engineering and Construction Department is actively engaging with user groups to refine project requests for council consideration, with a dedicated meeting in June for their input. Prioritization is essential due to limited funding. Additionally, four informational letters will be sent to residents via utility bills, providing updates on the 2018 bond projects—75% of which are either completed or under construction. The first letter, set for April, will outline progress, with subsequent letters in July, fall, and early next year covering public forums, council actions, and final project selections. The park survey is also underway, with results expected soon, and discussions are planned for a potential partnership with the Tulsa City County Library to upgrade the South Broken Arrow Library. These efforts are part of the council's preparations for major decisions in June and July.

**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. 25-383 **Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1644, a resolution declaring the intent to consider approval of a project and creation of a tax increment district under the Local Development Act; directing preparation of a Project Plan; appointing a Review Committee; directing the Review Committee to make findings as to eligibility and financial impact, if any, on taxing jurisdictions and business activities within the district; directing the Review Committee to make a recommendation with respect to the proposed Project Plan; directing the Planning Commission to make a recommendation with respect to the proposed Project Plan; and containing other provisions relating thereto**

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

**Move to Approve Item 25-383 authorization to execute Resolution No. 1644, a resolution declaring the intent to consider approval of a project and creation of a tax increment district under the Local Development Act; directing preparation of a Project Plan; appointing a Review Committee; directing the Review Committee to make findings as to eligibility and financial impact, if any, on taxing jurisdictions and business activities within the district; directing the Review Committee to make a recommendation with respect to the proposed Project Plan; directing the Planning Commission to make a recommendation with respect to the proposed Project Plan; and containing other provisions relating thereto**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- B. 25-382 **Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1636 regarding the City of Broken Arrow's opposition to proposed restrictions of municipal sewer sludge and biosolids handling within Oklahoma Senate Bills SB003 and SB268 and Oklahoma House Bill HB1726**

Assistant City Manager Kenny Schwab, alongside Utilities Director Tim Robins, provided an update on three legislative bills concerning biosolids and sewer sludge. These bills, particularly Senate Bill 003, propose a total ban on land application, leaving landfill disposal as the only viable option since incineration is not feasible. Mr. Schwab detailed ongoing discussions at the state level, including a March 13th meeting where representatives from 11 municipalities—covering nearly half of Oklahoma's population—met with the Department of Environmental Quality to address concerns.

Key issues raised included misaligned regulatory focus, unrealistic implementation timelines, significant cost increases, loss of beneficial land applications, landfill safety and capacity constraints, and potential legal challenges. The proposed ban could lead to higher operational expenses, increased landfill use, and infrastructure strain, particularly affecting cities like Oklahoma City, which produces 400 tons of biosolids daily. The discussion emphasized the need for better long-term solutions and a focus on controlling contaminants at the manufacturing level rather than burdening municipalities.

Resolution No. 1636, presented by Utilities Director Tim Robins, formally states the City of Broken Arrow's opposition to Oklahoma Senate Bills 003 and 268 and House Bill 1726, which propose restrictions or outright bans on land application and sale of municipal biosolids. The resolution emphasizes the city's commitment to safe, compliant, and cost-effective wastewater treatment and argues that these bills would create significant financial burdens, reduce landfill capacity, eliminate beneficial uses of biosolids, destabilize the waste management market, and infringe on property rights.

The city supports a scientific, evidence-based approach to regulating PFOS and PFOA chemicals in wastewater rather than what it sees as emotionally driven, premature legislation. The resolution calls on the state legislature to reconsider these bills, collaborate with environmental authorities, and develop more balanced regulations. It also directs the city manager to communicate this stance to legislators and encourages residents and businesses to voice their concerns.

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

**Move to Approve Item 25-382 authorization to execute Resolution No. 1636 regarding the City of Broken Arrow's opposition to proposed restrictions of municipal sewer sludge and biosolids handling within Oklahoma Senate Bills SB003 and SB268 and Oklahoma House Bill HB1726**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- C. 25-198 **Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with Myers-Cherry Construction, Inc. for the Construction Management Services of the Jail Expansion and Renovation Project (Project No. 203019)**

Shannon Marshall, Special Projects Division Manager, presented Item 25-198, coordinating

and prioritizing city projects and ensuring efficient resource allocation. In the context of recent discussions, Ms. Marshall has been working on refining user group requests for council consideration, recognizing the need to balance demands with available funding. Additionally, they oversee the development of updates related to ongoing city projects, including bond initiatives, infrastructure improvements, and community engagement efforts. Their role is crucial in aligning municipal priorities with strategic planning efforts.

Further discussion centered on concerns about the reliability of HVAC systems in city facilities, particularly at the jail and training center, where past low-bid contracts led to persistent issues. While state law requires awarding contracts to the lowest responsible bidder, the city has mechanisms to ensure quality, such as vetting contractors, requiring performance and maintenance bonds, and working with construction managers to address concerns. Additionally, extended warranty periods and collaboration with design engineers can help ensure HVAC systems are correctly designed and function efficiently.

City officials acknowledged the need for improvements at the jail, and recent tours highlighted staff's excitement about planned upgrades. The project team emphasized their commitment to working closely with stakeholders to meet the facility's needs.

**MOTION: A motion was made by Johnnie Parks, seconded by David Pickel  
Move to Approve Item 25-198 authorization to execute a Professional Consultant Agreement with Myers Cherry Construction, Inc. for the Construction Management Services of the Jail Expansion and Renovation Project (Project No. 203019)**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

**D. 25-306 Consideration, discussion, and possible approval of the reappointment of Robert Goranson to the City of Broken Arrow Planning Commission for a three-year term to expire May 1, 2028**

Rocky Henkel, Director of Community Development, presented Item 25-306. Commissioner Robert Goranson, initially appointed to fill an unexpired term ending May 1, 2022, has been nominated for reappointment by Mayor Debra Wimpee. He has expressed his willingness to continue serving on the Planning Commission for another three-year term, set to expire on May 1, 2028. Staff recommends approval of his reappointment.

**MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
Move to Approve Item 25-306 reappointment of Robert Goranson to the City of Broken Arrow Planning Commission for a three-year term to expire May 1, 2028**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

**E. 25-307 Consideration, discussion, and possible approval of the appointment of George Ghesquire to the City of Broken Arrow Board of Adjustment for a three-year term to expire March 21, 2028**

Rocky Henkel, Director of Community Development, presented Item 25-307, the reappointment of George Ghesquire to the Broken Arrow Board of Adjustment.

**MOTION: A motion was made by David Pickel, seconded by Johnnie Parks  
Move to Approve Item 25-307 appointment of George Ghesquire to the City of Broken Arrow Board of Adjustment for a three-year term to expire March 21, 2028**

The motion carried by the following vote:

Aye: 4 -

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

**F. 25-335 Consideration, discussion and possible approval of PR 000596-2023 | PT 001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS 4 /PUD 0001503 2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road)**

Rocky Henkel, Director of Community Development, presented Item 25-335. The conditional final plat for Three Oaks includes 41 lots on 12.34 acres, located north of East Washington Street and east of 23rd Street, zoned RS4 for residential single-family use. The project's history includes a comprehensive plan change on November 21, 2023, preliminary plat approval on June 27, 2024, rezoning approval on July 15, 2024, and conditional final plat approval by the Planning Commission on February 27, 2025. Staff recommends approval of the conditional plat.

**MOTION: A motion was made by Johnnie Parks, seconded by David Pickel  
Move to Approve Item 25-335 PR 000596 2023 | PT 001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS 4 /PUD 0001503 2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South)**

**and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road)**

The motion carried by the following vote:

**Aye: 4 -**

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- G. 25-363 Consideration, discussion, and possible 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)**

Rocky Henkel, Director of Community Development, presented Item 25-363. The conditional final plat for Timber Ridge Residential includes 141 lots on approximately 35.3 acres, located southwest of Albany and 37th Street. The property has been rezoned from AG to RS4, with PD 3-3334 also approved. Following concerns raised at the February 25th council meeting about connectivity issues with adjacent development, engineers from both projects collaborated to address and incorporate connectivity solutions into the plat. With these issues resolved, staff recommends approval of the conditional final plat.

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

**Move to Approve Item 25-363 PT 001942-2024 | PR 000627-2024, Conditional Final Plat, Timber Ridge Residential, approximately 35.30 acres, 141 Lots, A 1 (Agricultural) to RS 4 (Single Family Residential) and RD (Residential Duplex)/PUD 334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)**

The motion carried by the following vote:

**Aye: 4 -**

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- H. 25-308 Consideration, discussion, and possible approval of PUD 001983-2025 (Planned Unit Development) Bentree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)**

Rocky Henkel, Director of Community Development, presented Item 25-308. PUD 1983-2025 involves 9.6 acres of currently unplatted land located one mile east of 23rd Street, south of Albany Street, intended to develop a City of Broken Arrow sanitary sewer lift station. The south portion of the property will house the lift station, while the north parcel (Development Area A) will remain zoned agricultural (Ag 1) and used per zoning regulations. Development Area B will have access through a 25-foot mutual access agreement with the owner of Lot 21, Block 1 of the Bentree subdivision. During the Planning Commission meeting, a few residents inquired about noise and ordinance issues, but no significant concerns were raised.

Charlie Bright Director of Engineering and Construction, explained that engineering construction is the PUD 1983-2025 applicant, aligning with future master planning for a regional sanitary sewer lift station. The property was acquired due to its suitability. Still, it lacked access, prompting the PUD process to establish a mutual access agreement with a neighboring property, avoiding the need for a bridge over a creek.

At the public meeting, residents expressed initial unease due to uncertainty about the project. Still, concerns were alleviated after learning that no immediate plans exist to build the lift station. If constructed in the future, it would be positioned closer to the creek, away from residential properties, and include landscaping and screening to minimize impact. Additionally, noise levels would be low, addressing residents' primary concerns.

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

**Move to Approve Item 25-308 PUD 001983-2025 (Planned Unit Development) Bentree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)**

The motion carried by the following vote:

**Aye: 4 -**

David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- I. 25-301 Consideration, discussion, and possible direction on securing lobbying services for the City of Broken Arrow for state and federal legislative matters**

City Manager Michael Spurgeon proposed reinstating lobbying or intergovernmental relations services to strengthen Broken Arrow's presence at the state and federal levels. He highlighted the need for dedicated representation to shape policy, secure funding, maintain regulatory compliance, and promote economic growth. To determine the best approach—whether hiring a contract lobbyist, establishing an intergovernmental relations contract, or appointing a full-time employee—he recommended forming a city council subcommittee to develop a strategic recommendation.

City council members discussed the importance of reestablishing lobbying or intergovernmental relations services to better advocate for Broken Arrow at the state and federal levels. They acknowledged the increasing complexity of legislative matters and the

difficulty of staying informed about bills that impact the city. While council members actively engage with legislators, they recognize the need for a dedicated representative to monitor legislation, facilitate meetings, and ensure the city's interests are effectively communicated.

Several members supported hiring a lobbyist, emphasizing the value of having a presence at decision-making tables and securing a role in discussions that shape policies affecting Broken Arrow. They also noted that a lobbyist could help navigate legislative schedules, track bills, and coordinate meetings with key officials. The consensus was to form a subcommittee to explore options and present a recommendation within 45 to 60 days, allowing the city to incorporate funding into the budget and develop a strategic plan for advocacy at both the state and federal levels.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks  
**Move to Approve Item 25-301 securing lobbying services for the City of Broken Arrow for state and federal legislative matters**

The motion carried by the following vote:

Aye: 4 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks seconded by David Pickel  
**Move to Appoint Mayor Wimpee and Councilor Ford to the Legislative Committee**

The motion carried by the following vote:

Aye: 4 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

## 10. Preview Ordinances

- A. 25-304 **Consideration, discussion, and possible preview of an Ordinance amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10.3, Manufacture, Sale, Use, Etc., of fireworks, of The Broken Arrow Code of Ordinances; Authorizing the City Manager or his Designee to declare a rainout day for July 3 and or July 4 and designating an alternate date not later than July 15 authorizing the discharge of fireworks; repealing all ordinances to the contrary; and declaring an emergency**

Trevor Dennis, City Attorney, presented Item 25-304, a proposed ordinance addressing fireworks regulations in Broken Arrow for July 3rd and 4th when fireworks are permitted between 3 p.m. and 11 p.m. The issue raised in the previous meeting concerned potential rainouts on those dates. The draft ordinance grants the city manager or their designee the authority to declare a rainout on either or both days. If a rainout is declared, a make-up day for fireworks would be scheduled before July 15th of the same year. The council was invited to provide feedback before the ordinance is finalized for approval.

The city manager will handle the process for deciding a fireworks rainout in Broken Arrow on a case-by-case basis, considering weather conditions and forecasts. If rain is imminent on July 3rd and 4th, the city manager will likely make an early decision, consulting with Chief Arnold and his team for enforcement coordination. The preferred make-up date would be the weekend before July 15th, allowing residents time to plan while ensuring the community understands that only one alternate day will be provided. The final decision will be based on weather forecasts, aiming to give advance notice and minimize disruptions.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
**Move to Approve Item 25-304, an Ordinance amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10.3, Manufacture, Sale, Use, Etc., of fireworks, of The Broken Arrow Code of Ordinances; Authorizing the City Manager or his Designee to declare a rainout day for July 3 and or July 4 and designating an alternate date not later than July 15 authorizing the discharge of fireworks; repealing all ordinances to the contrary; and declaring an emergency**

The motion carried by the following vote:

Aye: 4 - David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- B. 25-300 **Consideration, discussion, and possible preview of an Ordinance closing a Waterline Easement on property located one-quarter mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st Street), Tulsa County, State of Oklahoma, (Section 03, T17N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 002008 2025)**

Rocky Henkel, Director of Community Development, presented Item 25-300. Tulsa L Development LLC has requested the closure of a 10-foot-wide waterline easement on a property located south of Tucson and west of Elm, which is currently being developed as a single-family residential subdivision. Staff recommends reviewing the ordinance and setting it for adoption.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford  
**Move to Approve Item 25-300, an Ordinance closing a Waterline Easement on property located one-quarter mile south of Tucson Street (121st Street) and one-half mile west of**

**Elm Place (161st Street), Tulsa County, State of Oklahoma, (Section 03, T17N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 002008 2025)**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- C. 25-333 Consideration, discussion, and possible preview of an Ordinance closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 001742 2024)**

Rocky Henkel, Director of Community Development, presented Item 25-333. Oakmont Hills has requested the closure of a 15-foot-wide easement on a property located north of Florence and east of 9th Street, which is currently being platted as Oakmont Hills. Staff recommends reviewing the ordinance and setting it for adoption.

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

**Move to Approve Item 25-333, an Ordinance closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 001742 2024)**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- D. 25-334 Consideration, discussion, and possible preview of an Ordinance closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE 001743 2024)**

Rocky Henkel, Director of Community Development, presented Item 25-334, the same development, different 15-foot easement. Staff recommends to preview the ordinance and set it for adoption.

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

**Move to Approve Item 25-334. an Ordinance closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary, and declaring an emergency (EASE 001743 2024)**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

## **11. Ordinances- NONE**

## **12. Remarks and Inquiries by Governing Body Members**

Mayor Debra Wimpee announced a Vietnam Veteran Recognition Day event at First United Methodist Church on Thursday at 7 p.m., organized by the Military History Center, which she serves on the board. She emphasized the importance of welcoming Vietnam veterans who did not receive a warm homecoming by saying "Welcome Home" when meeting them. Additionally, she highlighted "Café con el Jefe," a Coffee with the Chief event hosted by Super Mercados Morales on March 29th, inviting the community to participate.

Vice Mayor Johnnie Parks shared that he, David Pickel, and Lisa Ford attended a United Way meeting on behalf of the City of Broken Arrow, where the city received the Green Country Business Award for its outstanding fundraising efforts. The town achieved an 11% increase in contributions from 2023 to 2024, demonstrating a strong commitment to the community. Their fundraising drive included an early start, a dedicated committee, an online donation system, incentives like PTO days, and events such as a bowl-a-thon, basket auctions, and a chili cook-off.

Vice Mayor Parks highlighted that Broken Arrow was the only city recognized at the event, emphasizing the award's significance. He suggested recognizing the fundraising committee at an upcoming city council meeting to acknowledge their hard work. He also noted the importance of supporting local nonprofits benefitting from United Way funding and expressed pride in the city's contributions.

Council Member Lisa Ford noted that over 900 people attended the United Way luncheon, where Broken Arrow received significant recognition. She acknowledged the city's strong support for local United Way agencies, including Broken Arrow Neighbors and Broken Arrow Seniors, both of which she serves on. She appreciated the recognition but emphasized that the

credit belongs to the committee that led the fundraising efforts.

She also highlighted the Broken Arrow Seniors Choir, which opened the event with a well-received performance. Throughout the program, Broken Arrow Seniors and Broken Arrow Neighbors were mentioned multiple times, including in a video presentation, further showcasing the city's impact and involvement.

Vice Mayor Parks reflected on recent events, including a Washington, D.C. trip and a veterans' event in Broken Arrow. Johnnie Parks and his wife Myrna attended the soldiers' appreciation event, where they praised the strong veteran presence, the community's support, and Mayor Debra Wimpee's passionate presentation. The event saw high attendance, including many city staff and their families, making it a successful gathering for the city.

Discussion also touched on the trip to D.C., where council members engaged with leaders nationwide, exchanging ideas on city improvements. Council member Pickel commended the Youth City Council for their professionalism and ability to converse with legislators, expressing pride in Broken Arrow's future leaders.

Mayor Debra Wimpee shared her experience attending a breakfast at the Swiss Embassy, reconnecting with female mayors from Switzerland, and meeting the new ambassador. The meeting concluded with city staff yielding time back to the council for further updates.

**13. Remarks and updates by City Manager, including Recognition of Recent Accomplishments by Employees and Elected Officials – NONE**

At approximately 8:38PM a motion was made to clear the room and enter into Executive session

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

- 1. A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against Bonnie E. Blalack Living Trust, et al.; Tulsa County District Court Case No. CJ-2024-3784, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4);**

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

**Move to authorize the City Attorney to negotiate the settlement of the matter of City of Broken Arrow v. Bonnie E. Blalack Living Trust in the amount recommended by the City Attorney.**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

- 2. Litigation, including potential resolution and settlement, of a matter involving the worker's compensation claim of William Thummel, WCC #Cm3-2022-07716F, including possible authorization to settle this claim, under 25 O.S. §307(B)(4).**

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

**Move to authorize the City Attorney and outside counsel to negotiate the settlement of the workers' compensation claim of William Thummel in the amount recommended by outside counsel.**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

**15. Adjournment**

The meeting was adjourned at approximately 8:47 p.m.

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

**Move to adjourn**

The motion carried by the following vote:

**Aye: 4 -** David Pickel, Lisa Ford, Johnnie Parks, Debra Wimpee

\_\_\_\_\_  
Mayor

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



# City of Broken Arrow

## Request for Action

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**File #: 25-365, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance Planning Commission meeting minutes of February 13, 2025

**Background:**

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

**Cost:** Approximately \$55.50

**Funding Source:** Community Development Operational Fund

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

**Approved By:** City Manager Office

**Attachments:** 02-13-2025 Planning Commission Minutes

**Recommendation:**

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



MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa  
**Move to Continue Item 4D 25-202 to February 27th**

The motion carried by the following vote:

**Aye: 5 -**

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

## 6. Public Hearings

- A. 25-211 **Public hearing, consideration, and possible action regarding PUD-001941-2024, minor amendment to PUD-001503-2024 Three Oaks, 13.9 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) via BAZ-001502-2024, located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road).**

Henry Bibelheimer presented Item 25-211, a public hearing concerning a minor amendment (PUD 1941-2024) to PUD 1503 for the Three Oaks development, a 13.9-acre site rezoned from A1 agriculture to RS4 single-family residential. The amendment addresses a zoning issue for corner lots, allowing a reduced 15-foot setback on non-vehicular access frontages while maintaining a 20-foot setback for garages. This adjustment alleviates the burden of dual front yard requirements. The amendment aligns with the comprehensive plan and surrounding land uses, and staff recommends approval, subject to platting.

The commission discussed the minor amendment (PUD 1941-2024) to PUD 1503 for the Three Oaks development, adjusting setback requirements for corner lots and allowing a 15-foot setback on non-vehicular access frontages while maintaining a 20-foot setback for garages. The change aligns the PUD with the existing zoning ordinance without altering the number of lots. Discussion addressed potential privacy, safety, and alignment concerns, with staff confirming no significant issues. Contextual front setbacks allow up to a five-foot variation to prevent misalignment. The amendment does not require city council approval, and no public comments were received.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend.  
**Move to Approve Item 22-211 PUD-001941-2024, minor amendment to PUD-001503-2024 Three Oaks, 13.9 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) via BAZ-001502-2024, located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road).**

The motion carried by the following vote:

**Aye: 5 -**

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

## 7. Appeals - NONE

## 8. General Commission Business - NONE

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

Amanda Yamaguchi, Planning & Development Manager, gave information concerning the city's internal sidewalk policy, outlining when sidewalks are required and how sidewalk waivers are considered. In new developments, sidewalks must be installed according to code. Developers are responsible for sidewalks in public areas, while individual homeowners construct sidewalks on their lots as homes are built. Developers install sidewalks along arterial roads in commercial developments, while internal sidewalks are built when site plans are submitted.

For existing residential areas, when a property is redeveloped, such as when a house is torn down and rebuilt, a new sidewalk must be installed. A sidewalk waiver may be considered in rural or large-lot areas where sidewalks were not originally part of the neighborhood, especially if the surrounding properties do not have sidewalks.

When considering sidewalk waivers, the city evaluates whether other properties in the area have sidewalks, whether the development includes curb and gutter or bar ditches, and if there are planned road-widening projects. If a road improvement project is fully funded and designed, the city may install sidewalks as part of the project. If a project is planned but not yet funded, developers may be allowed to place funds in escrow, ensuring sidewalks are installed when the road is improved. Escrow is most commonly used when topographical challenges, such as creeks, make immediate sidewalk installation impractical.

The commission discussion focused on concerns over sidewalk waivers in new developments, emphasizing the need for clear justifications when recommending exemptions. Members preferred to default to requiring sidewalks unless developers presented a compelling reason. Staff agreed to provide more detailed explanations in reports and explore better visual formats for presenting zoning deviations.

Additional topics included the impact of escrowed sidewalk funds when properties change ownership, ADA compliance considerations, and requirements for sidewalks in industrial areas. There was also clarification on mountable curbs and construction standards for sidewalks.

Amanda Yamaguchi also updated recent staffing changes: Henry Biebelheimer was promoted to Planner II, Mackenzie Hackett was promoted to Staff Planner, and Jill Jones joined from the City Clerk's office as the new Administrative Specialist. Hannah Rystedt was hired as a Planning Intern. Most personnel remain the same but with new roles. Staff wishes happy birthday to Mackenzie Hackett.

## 10. Adjournment

The meeting adjourned at 6:07 p.m.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan.

**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

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**File #: 25-366, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance Planning Commission meeting minutes of February 27, 2025

**Background:**

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

**Cost:**

Approximately \$114.00

**Funding Source:**

Community Development Operational Fund

**Requested By:**

Rocky Henkel, Community Development Director

**Approved By:**

City Manager Office

**Attachments:**

02-27-2025 Planning Commission Minutes

**Recommendation:**

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



Washington Street. The site is not in a 100-year floodplain, and city water and sewer services are available. The Technical Advisory Committee reviewed it on February 25, 2025, with no utility concerns. Staff recommends approval, subject to the attached checklist.

Erik Enyart, Tanner Consulting, confirmed that the final plat process is complete and that the reserve areas function like those in other subdivisions, serving detention or neighborhood amenities. The commission discussed inquiries about fencing along the 50-ft buffer, noting that iron fencing is planned for homes backing up to it and clarification on whether fencing is required on the opposite side near the existing neighborhood. Mr. Enyart states no requirement exists but notes compliance with Broken Arrow regulations if added. Staff approval of the covenants expressed the need for consistency in future RS-4 developments with buffers. The discussion concludes without further comments.

**MOTION: A motion was made by Robert Goranson, seconded by Jason Coan  
Move to approve Item A.25-246 PR-000596-2023 | PT-001987-2025, Conditional Final Plat, Three Oaks, approximately 12.34 acres, 41 proposed lot, RS-4/PUD-0001503-2024 located approximately one-eighth mile north of East Washington Street (East 91st Street South) and approximately one-quarter mile east of 23rd Street (193rd E Ave/County Line Road)**

The motion carried by the following vote:

Aye: 5 -

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

**C. 25-249 Approval of PT-001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 131 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)**

Joel Hensley, Senior Planner, presented Item C. 25-249. The conditional final plat for Spring Creek Crossing, covering 36.99 acres with 132 lots, has been approved for rezoning from A-1 to RS-4 under PUD 1360 (2024), contingent on platting. Located north of Tucson Street and west of 9th Street, the development consists primarily of single-family lots meeting RS-4 standards with specific variances. Reserve areas within the plat will accommodate stormwater detention and neighborhood amenities. Access will be via Tucson Street, with Raleigh Street connecting to South Ridge Park. No part of the property falls within the 100-year floodplain, and city water and sewer services are available. The Technical Advisory Committee reviewed the preliminary plat on June 4, 2024, and staff recommends approval subject to the attached comments. The buffer concern relates to Reserve Area B, which, per covenants, allows for stormwater drainage, detention, open space, sidewalks, landscaping, and trails.

The discussion covers infrastructure, traffic control, and resident access within the Spring Creek Crossing development. It confirms that street access and restrictions decisions fall under the homeowners' association's (HOA) discretion. Mr. Enyart clarifies that the original developer determines what is built within the reserve areas.

The commission discussed concerns about traffic management, noting that a traffic calming circle will be added at Raleigh Street and the infrastructure timeline. Erik Enyart responds that they are in the civil engineering and permitting phase, with the conditional final plat submitted to advance the process. It was noted the PUD requires a traffic signal at 3rd and Tucson and emphasizes the need for a coordinated agreement to ensure activation before home construction. Mr. Enyart confirms that the team is addressing this requirement.

The commission discussed the optimal timing for the traffic signal activation, suggesting late May to avoid disrupting school schedules and driver habits, and is expecting the signal to be installed as soon as roads are built, ideally before housing construction begins.

Dustin Fletcher yields his time to Jason Langley, the HOA president, but first attempts to show a picture of the buffer zone in his backyard, expressing concerns about its condition. Mr. Fletcher explained that his development was one of the first under new city ordinances requiring a 50-foot buffer, which he was initially assured would remain untouched. However, the buffer has been cleared beyond what was promised, impacting his property and neighbor, particularly with increased erosion and flooding.

The commission acknowledged the issue but stated that engineers and inspectors must assess the situation. The discussion is cut off due to procedural rules on speaking time, but Mr. Fletcher suggests continuing the conversation outside the meeting to explore solutions.

Jason Langley discussed the issue behind lots two and three in South Fork involved an eight-foot elevation difference between the original and built-up elevations of the homes. Drainage was designed to concentrate water flow at lot three, affecting the first seven houses. Water from the backyards flowed into the yard and Mr. Langley's driveway. Although the developers met legal requirements by reducing water flow by 57% per hydrology reports, the absence of sod

in the final conditional plat raised concerns about erosion. The cleared area, necessary for drainage, resulted in an exposed eight-foot dirt slope with a three-to-one maximum gradient, posing a potential mudslide risk before natural regrowth could stabilize it.

Construction had already progressed under at-risk permits, with finished elevations taking shape. The speaker requested sod installation in the affected area to mitigate erosion. Additionally, they asked for a fence similar to those in other Ralph Coleman neighborhoods to improve aesthetics. If a wall was not feasible, they suggested reconsidering a previous city council decision that exempted perimeter homes from requiring complete brick exteriors. Contrary to prior expectations, visibility issues arose, making the speaker advocate for an all-brick requirement on perimeter homes, except those abutting 121st Street, as a conditional approval measure. They acknowledged the complexity of their concerns and appreciated the council's attention.

The discussion identified two main issues: drainage and building requirements. Since the development was a Planned Unit Development (PUD), prior approvals meant that changes, such as requiring brick exteriors, could not be made at this stage. Regarding drainage, the stormwater pollution prevention plan was already in place, with silt fences installed and city staff overseeing inspections and permits. Concerns were raised about erosion due to the extent of clearing within the 50-foot buffer, as no sod was planned beyond individual lot installations, potentially leaving exposed dirt slopes vulnerable to rain. However, it was clarified that the developer was responsible for maintaining erosion control and would need to address any issues. Final grading and potential sod or seeding would happen later, under city oversight, making it a municipal rather than a planning commission matter.

**MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa Move to approve Item C.25-249 PT-001984-2025|PR-000157-2023, Conditional Final Plat, Spring Creek Crossing, approximately 36.99 acres, 131 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)**

The motion carried by the following vote:

**Aye: 5 -**

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

**E. 25-255 Approval of PT-001954-2025|PR-000222-2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)**

Henry Bibelheimer, Planner II, presented Item E. 25-255 Plat 1954, covering 10.2 acres with two lots, was proposed for approval with zoning classifications A1, R2, and Specific Use Permit 53 for Commercial Neighborhood (C-N) under BAZ 1222. Located at the northeast corner of Kenosha Street and Evans Road, the property was unplatted and partially developed, with a church on its eastern side. A rezoning request (BAZ 1225) for the western lot to C-N was recommended for approval by the Planning Commission on January 11, 2024, and approved by the City Council on February 6, 2024, contingent on platting.

The project planned access points on Kenosha and Evans, meeting separation requirements. Due to Oklahoma regulations prohibiting fuel storage tanks within 50 feet of water transmission lines, Quick Trip had to relocate its tanks and adjust detention easements, which were updated in the conditional final plat checklist. The Planning Commission reviewed Plat 1954 on February 13, 2025, and continued it to February 27, 2025, for a complete document review. The Technical Advisory Committee reviewed it on February 25, 2025, with no stakeholder concerns. The property was not within a 100-year floodplain, and staff recommended approval of Plat 1954, subject to the attached checklist.

Mr. Bibelheimer clarified that the fuel storage tanks were not depicted on the plat. Instead, the relocation of the tanks affected the detention easements, which were updated and reflected as Area A and Area B for stormwater detention. The applicant was present to provide further details if needed. Concerns were raised about whether the changes had been thoroughly reviewed, as the updated document was received late before the previous Planning Commission meeting. However, a complete review has since been conducted, resulting in fewer comments on the checklist. Staff confirmed their approval of the revisions, and no further discussion was required.

**MOTION: A motion was made by Jason Coan, seconded by Mindy Payne Move to approve Item 25-255 PT-001954-2025|PR-000222-2023, Conditional Final Plat for East Quik Trip on Kenosha, 10.2 acres, 2 lots, A-1 (Agricultural), R-2 (Single Family Residential) & SP (Specific Use Permit) 53 to CN (Commercial Neighborhood), A-1 and**

**R-2, & SP-53 via BAZ-001225-2023, on the northeast corner of Kenosha Street (71st Street) and Evans Road (225th E. Avenue)**

The motion carried by the following vote:

Aye: 5 -

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

**6. Public Hearings**

**A. 25-240 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 25-240. A specific use permit (SP 1966) was requested for a digital monument sign at the Church of St. Benedict, located on 4.84 acres zoned R-2 and RD, one-quarter mile north of New Orleans Street and west of Aspen Avenue. The proposed sign would be 13 feet tall with an 80-square-foot display area, including a 46-square-foot digital display, a masonry base, and architectural details. It would be placed on the east side of the property along Aspen Avenue.

The city council had previously approved SP 27 for the church in 1982, subject to platting, which was recorded in Tulsa County later that year. According to the zoning ordinance, institutional-use freestanding signs in residential districts must not exceed 32 square feet in display area and eight feet in height. However, increases in size and height could be granted through a PUD or specific use permit. Since illuminated signs for institutional uses, such as places of assembly, were permitted with a specific use permit, the request aligned with zoning regulations and the comprehensive plan. Staff recommended approval of SP 1966 based on the location, zoning, and surrounding land uses.

Given the higher elevation, the discussion raised concerns about the digital sign's illumination and its potential impact on residents across the street on Aspen. While zoning regulations required that images remain static for at least eight seconds with no moving or flashing elements, the issue of nighttime brightness had not been previously addressed. Participants acknowledged that the sign's size complemented the adjacent building but questioned whether the digital display was too large for the area.

Concerns were voiced about the potential for the bright light to project into backyards, especially in winter when trees lose their foliage. It was noted that a lighting ordinance was in place to prevent excessive spillover, but some members remained skeptical about its effectiveness, particularly regarding glare. Henry mentioned that the code required shielding to limit light exposure to neighboring properties and suggested that a photometric plan could be necessary to ensure compliance.

Despite these safeguards, there were reservations that even if the sign met all technical requirements, residents might still experience disruptive illumination in their bedrooms at night.

Dan O'Brien, the applicant, acknowledged the higher elevation of the road but had not initially considered its impact on nearby houses, as the sign was positioned perpendicular to the road. They suggested exploring color limitations in the evening or nighttime, noting that white emits stronger lumens, while other colors might reduce brightness. While they were open to discussing restrictions after 10:00 or 11:00 p.m., they expressed concern that blocking the sign from the houses could undermine its purpose by limiting visibility for passing drivers.

The discussion focused on the size, brightness, and operational hours of the proposed digital sign at the Church of St. Benedict. The applicant acknowledged the higher elevation of the road but emphasized that the sign would be set back approximately 65 feet from the roadway due to utility placements. They expressed willingness to implement measures such as limiting colors at night to reduce brightness, using a "dark mode" display after certain hours, or turning off the sign by midnight or 11:00 p.m.

Concerns were raised about the potential impact on nearby residences, particularly in winter when foliage would not provide natural shielding. While the sign met commercial sign standards, it exceeded the 32-square-foot limit for residential areas, necessitating a specific use permit. City staff confirmed that zoning regulations required LED signs to reduce brightness from half an hour after sunset to half an hour before sunrise, ensuring lower light intensity overnight.

It was noted that while the sign met commercial standards, the Planning Commission had the authority to impose additional restrictions, including size, brightness, and display limitations, as part of the specific use permit. The conversation concluded with a general acknowledgment that while the sign was visually well-designed, some members still felt it might be too large for

the area.

The discussion further centered on modifying the specific use permit for the Church of St. Benedict's digital monument sign. Commissioners debated the appropriate size for the digital display, with some expressing concern that the proposed 46-square-foot digital portion was too large for the area. While the 80-square-foot monument sign was deemed proportional to the building, the commissioners suggested reducing the digital display to 32 square feet to align with the zoning code's baseline for residential areas.

The applicant acknowledged the concerns and indicated that reducing the digital portion to 32 square feet would be acceptable, pending approval from the church. Commissioners considered denying the request, requiring a new application and fee, or modifying it with conditions. Ultimately, they opted to table the item, allowing the applicant time to adjust without additional costs.

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

**Move to continue Item A. 25-240 to the March 13, 2025 meeting**

The motion carried by the following vote:

Aye: 5 -

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

**B. 25-244 Public hearing, consideration, and possible action regarding PUD-001983-2025 (Planned Unit Development) Bintree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), south of Albany Street (61st Street)**

Henry Bibelheimer, Planner II, presented Item B. 25-244, PUD 1983-2025, proposed the development of a sanitary sewer lift station on a 9.6-acre unplatted and undeveloped property located one-third of a mile east of 23rd Street, south of Albany Street. The northern portion (Development Area A) would remain zoned agricultural, while the southern portion (Development Area B) would accommodate the lift station. The minimum lot size for agricultural zoning was five acres, but the northern tract would be reduced to 3.33 acres while maintaining agricultural zoning. Development Area B, designated for the lift station, would have no frontage but would be accessed through a 25-foot mutual access agreement with the owner of Lot 21, Block 1, in the Bintree Subdivision.

Screening requirements included a six-foot opaque fence around the utility facility without a perimeter fence along the property lines. Landscaping standards were modified, increasing the landscape buffer to 15 feet but decreasing the tree requirement to one per 50 linear feet. Access to Development Area A would be from Albany Street. In contrast, Development Area B's access would be limited after the lift station's construction due to an existing creek crossing that made direct arterial street access unfeasible without significant investment.

The proposal aligned with planning provisions by enabling the construction of a necessary utility facility on land otherwise challenging to develop; the lift station was deemed essential to support existing and future growth in the area, and its large tract would minimize obstruction to surrounding land uses. While A-1 zoning did not fully align with the comprehensive plan's Level 2 urban residential designation, utility facilities were permitted within A-1 zoning. The property was outside the 100-year floodplain, and city water and sewer services were available. Staff recommended PUD 1983-2025 approval based on the property's location and surrounding land uses.

Emily Roland, the Environmental Division Manager, explained that while the lift station's construction would involve frequent traffic, its long-term operations would require only occasional maintenance visits by small utility vehicles, likely a few times a week. The PUD was primarily necessary due to the mutual access agreement, ensuring access to the southern lot, which had no direct street frontage. The agreement would remain with the property regardless of ownership.

The site was chosen because a previous lift station in the nearby Bintree neighborhood had been decommissioned due to capacity issues, floodplain concerns, and poor accessibility. The selected location allowed for a setback that minimized its impact on neighbors while remaining close to the gravity sewer line for efficient integration into the system.

A phase one environmental assessment was conducted, and no significant environmental concerns were found, eliminating the need for a more in-depth study. Regarding noise concerns, Roland noted that similar lift stations are often behind residential fences without generating complaints. The station was designed to be set farther back to reduce any potential sound impact.

The previous Bintree lift station had been decommissioned approximately 8-10 years ago, and there was no longer city traffic to that location. The decision to place the new station at this site was practical, avoiding the cost of constructing a bridge over the nearby creek and aligning

with the landowner's development plans. The mutual access agreement had already been secured, ensuring city access to the facility.

Jeremy Brown, an interested party in the northern lot, sought clarification on how the PUD would impact his plans to develop a small family compound with one to three homes. City staff assured him that the PUD would not affect his ability to divide the land into three properties for single-family homes, as the zoning for his property would remain unchanged. The designation of "future development" in the staff report referred to broader planning considerations rather than his specific project, and the work being discussed would not complicate his purchase or building plans.

Mr. Brown also asked about building an auxiliary structure larger than 1,000 square feet under the existing A-1 zoning. He was informed that since the zoning would remain the same, he would still need to comply with the zoning ordinance unless he applied for a separate PUD to modify the requirements. The main change in the PUD pertained to frontage adjustments on the southern end near the Bintree cul-de-sac, which did not impact his property. Satisfied with these clarifications, Mr. Brown thanked the commission for their time.

Bill Kaiser, a resident south of the proposed lift station site, raised concerns about access, screening, and the station's size. He was initially unaware of any access agreement involving his property but was assured that access would be through a neighboring lot to the west. Mr. Kaiser inquired about adding a natural barrier of trees between the lift station and his house. It was explained that the PUD required one tree every 50 feet along the site's perimeter and that a six-foot opaque fence would enclose the lift station itself, though no perimeter fencing around the entire property was planned.

Regarding the lift station's size, city representatives estimated that the fenced area would cover approximately one acre for vehicle access. The structure's height would depend on the final design but was expected to resemble the lift station on 37th Street near 61st. Mr. Kaiser also asked how the city would access the facility. While construction traffic would be frequent, long-term maintenance would be minimal, involving occasional utility visits.

There were additional questions about the access road's surface material. Although no final decision has been made, the road must be an all-weather surface to ensure accessibility during rain. The city confirmed that a gated entrance would be installed to restrict public access and that the mutual access agreement was with the neighboring property, not Mr. Kaiser's. With these clarifications, Mr. Kaiser thanked the city for the information.

Gary Miller, a resident at 2105 North 28th Street and neighbor to Bill Kaiser, sought clarification on the exact location of the lift station within the designated tract. City staff explained that the final design had not yet been determined, but the station would likely be positioned closer to the creek as the existing sewer line ran through that area. The city was still in the early planning stages since construction was not planned for the immediate future.

Mr. Miller expressed concerns about potential odor issues, citing a friend's experience with a lift station near the Broken Arrow Athletic Club. Staff acknowledged that while specific details were unavailable, odor control would be considered, if necessary, particularly for a larger facility. It was noted that technological advances had helped mitigate odor problems at other locations.

He also inquired about construction traffic, confirming that access to the site would be through the Bintree cul-de-sac, increasing temporary traffic flow in the otherwise residential area. Staff reiterated that a gate would be installed at the access point to restrict unauthorized entry once construction was complete. The city displayed a comprehensive plan map to provide a more precise visual reference of the property layout. Satisfied with the information provided, Mr. Miller concluded his questions.

Michael Adsit, a resident at 2104 North 28th Street, expressed concerns about the proposed lift station's visibility, odor, and the impact of construction traffic on the neighborhood, particularly given its proximity to his home. He worried about how the station would look from his front window and how often he would smell it when the north wind blew. He also questioned why construction traffic would have to pass through the residential area rather than accessing the site from 61st Street.

City officials responded that construction projects in residential neighborhoods typically include safety measures such as flaggers to manage traffic. They reassured Mr. Adsit that an opaque six-foot fence and shrubbery would screen the lift station and that its location closer to the creek would help minimize visibility from nearby homes.

Charlie Bright, Director of Engineering and Construction, further clarified that this project was part of long-term regional planning. While there were no immediate plans to design or construct

the lift station, the city was securing land and access for future development. He noted that the new station would be farther from homes than the decommissioned lift station in the area. The facility's placement would also prevent further development behind residents' homes, preserving green space.

The commission acknowledged the concerns about construction traffic but pointed out that prevailing southwest winds would likely help reduce odor issues. City officials assured residents that maintenance traffic would be minimal once construction was completed, typically limited to one or two weekly visits by small utility vehicles. Mr. Bright also confirmed that the city would notify residents through public meetings and official letters when construction eventually began.

Regarding the PUD timeline, the commission confirmed that the project must be initiated within two years, with the possibility of two one-year extensions, making four years the maximum timeframe before a new approval would be required. Mr. Adsit, reassured by the lift station's location near the creek and below the grade of his property, concluded his remarks with no further objections.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne  
**Move to approve Item B.25-244 PUD-001983-2025 (Planned Unit Development) Bentree Lift Station, 9.60 acres, located approximately one-third mile east of 23rd Street (County Line Road), 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

**C. 25-252 Public hearing, consideration, and possible action regarding BAZ-001974- 2025 (Rezoning), Brook Chase IV-V, approximately 33.11 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential), located approximately one-eighth mile west of 23rd Street (193rd Avenue/County Line Road) and one-quarter mile north of Washington Street (91st Street)**

Joel Hensley, Senior Planner, presented Item C. 25-252. BAZ 1974-2025 requests to rezone approximately 33.11 acres from A-1 to RS-4 for phases four and five of the Brookchase single-family detached development, located west of 23rd Street and north of Washington Street. The property is currently undeveloped and unplatted. The rezoning is intended to facilitate the creation of single-family homes on individual lots, with all RS-4 dimensional standards being required upon plat submission.

Access to Washington Street and Stub Streets will be mandated, and all streets must meet Broken Arrow's construction standards. The eastern portion of the property falls within the 100-year floodplain per FEMA maps, but city water and sanitary sewer services are available. RS-4 zoning aligns with the comprehensive plan's level three designation for the area. Staff recommended approval of the rezoning, contingent on providing updated legal descriptions and completing the platting process. Updated legal descriptions were received for the rezoning request.

Dave Cocolin, Eagle I Investments, the applicant, confirmed that all floodplain regulations would be followed, as this development was a continuation of the Brookchase project to the south, where similar guidelines had already been adhered to. They stated they had previously developed near the floodplain and would comply with all requirements. There were no plans to pursue a Conditional Letter of Map Revision (CLOMR) to modify the floodplain boundaries.

The discussion addressed concerns about Nashville Street, which was initially constructed to serve businesses in the area. A question was raised about whether those businesses had been notified about potential residential development and the possibility of using Nashville Street for access.

City staff confirmed that businesses within the required 300-foot radius, including Alpha Laval, had been included in the public notice as part of the comprehensive plan amendment process. It was acknowledged that the topic had been discussed at a prior City Council meeting and would likely come up again during further deliberations. Officials emphasized the importance of ensuring businesses were aware of the upcoming residential development and its potential impact on Nashville Street before final approval.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend  
**Move to**

The motion carried by the following vote:

**Aye: 4 -**

Jonathan Townsend, Jaylee Klemopa, Jason Coan, Robert Goranson

**Nay: 1 -**

Mindy Payne

**D. 25-253 Public hearing, consideration, and possible action regarding PUD-001972- 2025 (Planned Unit Development) Major Amendment, Ferguson Superstore, 28.78 acres, & BAZ-001971-2025 (Rezoning) 1.63 acres RD (Residential Duplex) to CH (Commercial Heavy), generally located at the southeast corner of Elm Place and the Broken Arrow Expressway and one-third mile south of Albany Street (61st Street)**

Joel Hensley, Senior Planner, presented Item D. 25-253 PUD 1972-2025 for the applicant, Lou Reynolds, Eller & Detrich, as a significant amendment to PUD 236, covering 28 acres for the Ferguson Superstore expansion at the southeast corner of Elm Place and the Broken Arrow Expressway, one-third mile south of Albany Street. BAZ 1971-2025 is a request to rezone 1.63 acres from RD to CH as part of the development. While most of the property is platted and developed, the eastern section remains undeveloped.

The amendment includes expanding Development Area E from 9.5 to 13.44 acres, increasing the maximum building height from 35 to 40 feet, and modifying access by replacing a cul-de-sac with a hammerhead turnaround. It revises signage regulations to allow a new key sign. It removes a landscaping compliance footnote, eliminates screening requirements along the stormwater facility boundary, and incorporates architectural design standards from the highway design overlay.

The property is designated as Level 6 in the comprehensive plan, allowing CH zoning. It is within the 100-year floodplain and contains a blue line stream, but city water and sanitary sewer services are available. Staff determined that while the amendment is a significant departure from the original plan, it aligns with its intent and recommended approval of both PUD 1972-2025 and BAZ 1971-2025, contingent on platting.

MOTION: A motion was made by Jonathan Townsend, seconded by Jaylee Klempa.

**Move to approve Item D.25-253 PUD-001972- 2025 (Planned Unit Development) Major Amendment, Ferguson Superstore, 28.78 acres, & BAZ-001971-2025 (Rezoning) 1.63 acres RD (Residential Duplex) to CH (Commercial Heavy), generally located 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

**7. Appeals - NONE**

**8. General Commission Business**

**A. 25-248 Consideration, discussion, and possible approval regarding SITE-001975-2025 (Site Plan), The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022 CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) and PUD-000126-2022, generally located at the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)**

Joel Hensley, Senior Planner, presented Item A. 25-248. The preliminary site plan for the Enclave at Southern Trails, a 20.49-acre commercial mixed-use and multifamily development at the southeast corner of Olive Avenue and New Orleans Street, was submitted for review as part of PUD 1815-2024. The City Council approved this significant amendment to PUD 126-2022 on December 17, 2024. The proposed layout has been reviewed by staff and aligns with the requirements of PUD 1815-2024, though further evaluation is needed for specific dimensional requirements and site calculations.

The applicant, Erik Enyart, Tanner Consulting, seeks confirmation from the Planning Commission and City Council that the conceptual layout meets their expectations before proceeding with complete engineering and building plans. The site plan outlines commercial and multifamily development distribution across three designated areas, and proposed building elevations for the multifamily units are included. Staff recommends approval of the conceptual layout, contingent on a full site plan review to ensure compliance with all applicable codes and ordinances.

Eric Enyart of Tanner Consulting reaffirmed that the current site plan for the Enclave at Southern Trails closely aligns with the previously approved significant amendment to the PUD, with only minor adjustments being made during the engineering design process. He stated that the building elevations presented were consistent with earlier proposals and requested approval of the conceptual site plan to ensure alignment with the Planning Commission and City Council's expectations. This approval would provide confidence as they proceed with engineering design and permitting while maintaining the intended aesthetics of the development. Mr. Enyart agreed with the staff's recommendations.

The discussion highlighted the significant improvements made to the Enclave at Southern

Trails project since its initial proposal two years ago when it faced strong opposition from residents of Rabbit Run Estates and The Lakes. Acknowledging the changes, officials noted that the development had evolved with adjustments such as rotating the buildings 90 degrees, improving landscaping, and incorporating a decorative street fence to screen portions of the property from neighboring residential areas.

The development renderings were praised, with particular appreciation for design elements such as hidden air conditioning units, well-planned building elevations, and the quality of materials used for fencing. The development team, including owner Mark Perkins, architect Tim Homburg, and representatives from NSPJ in Kansas City, was present to address questions.

It was confirmed that communication had occurred with neighboring residents, particularly regarding shared detention facilities. Officials noted the project's improvements, including green spaces, fountains, designated dog parks, and pickleball courts, emphasizing that the final design differed significantly from initial concerns and would result in a well-planned and attractive development.

**MOTION:** A motion was made by Mindy Payne, seconded by Jaylee Klempa **Move to approve Item A.25-248 SITE-001975-2025 (Site Plan), The Enclave at Southern Trails, 20.49 acres, BAZ-00012-2022 CG (Commercial General), RM (Residential Multifamily), CM (Community Mixed-Use) and PUD-000126-2022, generally located at the southeast corner of Olive Avenue (129th East Avenue) and New Orleans Street (101st Street)**

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 brought up the joint special meeting with the Planning Commission and City Council on March 4, 2025.

Jonathan Townsend shouted out Jason Coan for his care about lighting and not disturbing residents.

Robert Goranson discussed Timber Ridge Residential, which the City Council sent back to the Planning Commission due to inconsistencies with neighboring Albany 40 development. He asked for aerials comparing the sites/plans of the two developments.

Jason Coan praised City staff for their dedication and hard work during the winter weather the previous week.

Farhad Daroga, Special Projects Manager, discussed the Housing Study to be voted on at the meeting on March 4th.

#### **10. Adjournment**

The meeting adjourned at 7:16 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

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**File #:** 25-408, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-01-2025**

**Title:**

Approval of and authorization to execute Resolution No. 1642, a Resolution confirming the supplementation and publication of the City of Broken Arrow's Code of Ordinances

**Background:**

The City of Broken Arrow receives supplements to its Code of Ordinances based upon ordinances properly adopted by the City Council and published in accordance with state law. These supplements are provided by Municipal Code Corporation on a quarterly basis and made a part of the permanent code. Upon receipt, the City provides the supplements to the Tulsa and Wagoner County law libraries. The supplements are also incorporated into the full Code which is made available at no charge to the public on the City's website or at a reasonable cost in the Office of the City Clerk.

The City received its first supplement to the Code in August 2015. Since that time, the City has received several supplements including one corrected set of ordinances which included ordinances that were previously omitted by Municipal Code Corporation. The latest supplement was received in March 2025. Resolution No. 1642 confirms that supplementation and publication of the City of Broken Arrow's Code of Ordinances.

These supplements of ordinances have been delivered to the Tulsa and Wagoner County law libraries and have been incorporated into the full Code. Copies are available on the City's website and at the Office of the City Clerk.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Trevor Dennis, City Attorney

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

**Attachments:** Resolution No. 1642

**Recommendation:**

Approve and authorize execution of Resolution No. 1642.

**RESOLUTION NO. 1642**

**A RESOLUTION CONFIRMING THE SUPPLEMENTATION AND PUBLICATION OF THE CITY OF BROKEN ARROW'S CODE OF ORDINANCES**

**WHEREAS**, on August 5, 2014, the City of Broken Arrow approved a contract with Municipal Code Corporation for the re-publication of the Broken Arrow Code; and

**WHEREAS**, on June 3, 2015, the City received the re-publication of the Broken Arrow Code, which contained the same ordinances contained in the previous Code and adopted by Resolution by the Broken Arrow City Council; and

**WHEREAS**, the original publication and re-publication were compiled in a permanent volume and made available in accordance with state statute; and

**WHEREAS**, since the re-publication was accomplished, supplements have been provided by Municipal Code Corporation following adoption and publication as required by law; and

**WHEREAS**, a supplement was received from Municipal Code Corporation in March of 2025; and

**WHEREAS**, upon receipt, all supplements are provided to the Law Libraries in the Tulsa and Wagoner County Courthouses and made a part of the permanent volumes in accordance with applicable law; and

**WHEREAS**, upon receipt, the supplements are made available to the general public free of charge on the City's website and, upon request, at a reasonable cost in the Office of the City Clerk in accordance with applicable law.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW** that the City of Broken Arrow's Supplementation and Publication of the Broken Arrow Code of Ordinances as set forth above have been properly disseminated and made available in accordance with applicable law.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 1st day of April, 2025.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(SEAL) City Clerk

APPROVED:

\_\_\_\_\_  
Deputy City Attorney



# City of Broken Arrow

## Request for Action

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**File #: 25-400, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04/01/2025**

**Title:**

Approval of and authorization to execute a proclamation declaring April 22, 2025, as **Earth** Day, and the month of April, 2025 as **Earth** Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet

**Background:**

**Earth** Day has been celebrated for 55 years since April 22, 1970 when Senator Gaylord Nelson from Wisconsin collaborated with politicians and student activists to bring awareness to the human impacts on air, water, and land quality. As such, the City of Broken Arrow wishes to continue their annual celebration of **Earth** Day and host local events such as the Solid Waste and Recycling Department's Trash Bash and Recycling Rally in April to demonstrate our commitment to the beautification and preservation of our City's history and natural resources.

The City of Broken Arrow's Conservation Committee recognizes the City's responsibility to engage residents with messaging that leads to acts of environmental stewardship such as water conservation, litter prevention, and pollution mitigation. Furthermore, our leaders understand small actions can lead to great achievements and the City should encourage its residents to be mindful about taking care of their environment so our City remains steadfast in its growth and successful economy.

The attached Proclamation proclaims April 22, 2025 as **Earth** day and the month of April 2025 as **Earth** month in the City of Broken Arrow.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Jerry L. Schuber Sr., Solid Waste and Recycling Director

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

**Attachments:** Proclamation

**Recommendation**

Approve and authorize execution of the Proclamation



## ***PROCLAMATION***

### ***City of Broken Arrow, Oklahoma***

**WHEREAS**, Earth Day has been celebrated for 55 years since April 22, 1970 when Senator Gaylord Nelson from Wisconsin collaborated with politicians and student activists to bring awareness to the human impacts on air, water, and land quality; and

**WHEREAS**, the City of Broken Arrow wishes to continue their annual celebration of Earth Day and host local events such as the Solid Waste and Recycling Department's Trash Bash and Recycling Rally in April to demonstrate our commitment to the beautification and preservation of our City's history and natural resources; and

**WHEREAS**, the City of Broken Arrow's Conservation Committee recognizes the City's responsibility to engage residents with messaging that leads to acts of environmental stewardship such as water conservation, litter prevention, and pollution mitigation; and

**WHEREAS**, our leaders understand small actions can lead to great achievements and the City should encourage its residents to be mindful about taking care of their environment so our City remains steadfast in its growth and successful economy.

NOW, THEREFORE, I, MAYOR OF THE CITY OF BROKEN ARROW,  
OKLAHOMA:

Do hereby proclaim April 22, 2025 as Earth Day and the month of April, 2025 as Earth Month in the City of Broken Arrow and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet.

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*Mayor Debra Wimpee*  
*City of Broken Arrow, Oklahoma*



# City of Broken Arrow

## Request for Action

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**File #: 25-410, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04/01/2025**

**Title:**

Approval of and authorization to declare certain City owned vehicles and equipment as surplus and authorize the sale of those items at an online public auction

**Background:**

The City of Broken Arrow replaces certain equipment and assets when they reach the end of their useful lifecycles, at which point the cost of ownership exceeds their benefit to the community. The items listed in the attachment have reached this stage due to age, usage, or obsolescence. Upon approval from the governing body, an online auction will be held in partnership with Purple Wave to dispose of MOST of these surplus items.

Purple Wave will handle all advertising, in compliance with state statute, as well as photography, item descriptions, and other services associated with the online listing. All items will be posted on their auction site for liquidation. This service is provided at no cost to the City, as compensation is added as a buyer fee on each item sold. Staff requests permission to dispose of or recycle any unclaimed, defaulted, or unsold items 60 days after the auction closes.

Oklahoma State Statute allows for online auctions as a means of liquidating such assets, and this approach has proven to be both cost-effective and efficient.

**Cost:** \$0

**Funding Source:** N/A

**Requested By:** Ryan Baze, Director of Maintenance Services

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

**Attachments:** Spring Auction 2025

**Recommendation:**

Approve and authorize declaration of certain City owned vehicles and equipment as surplus and authorize the sale of those items at an online public auction

UNIT	SERIAL NUMBER	DEPARTMENT CODE	DEPARTMENT NAME	DESCRIPTION	
					<b>VEH</b>
1562	1HTWGAAT5GH029979	5010		Solid Waste & Recycling	
0189	1HTSHAAR62H533661	5010		Solid Waste & Recycling	
1101	1FVHCYBSXBDAZ8187	5010		Solid Waste & Recycling	
1335	1FVHCYBS2DHFF4786	5010		Solid Waste & Recycling	
1560	1HTWGAAT1GH029977	5010		Solid Waste & Recycling	
1561	1HTWGAAT3GH029978	5010		Solid Waste & Recycling	
1563	1HTWGAAT8GH002730	5010		Solid Waste & Recycling	
1564	1HTWGAAT8GH002730	5010		Solid Waste & Recycling	
1565	1HTWGAAT1GH002732	5010		Solid Waste & Recycling	
1912	JHHHDM2H5KK003546	5010		Solid Waste & Recycling	
1440	1FTMF1CF6EKD69799	5403		Utilities-Water R&C	
0353	1GTEC14V43Z284449	5305		SSW-Stormwater	
0808	NO VIN IN TYLER	5305		SSW-Stormwater	
					<b>EQUI</b>
0852	N8M481990	5403		Utilities-Water R&C	
1051	AAC811671	5305		SSW-Stormwater	
0373	CAT0416DKBFP09757	5305		SSW-Stormwater	
1407	313000204	5305		SSW-Stormwater	
1408	1POHX15EHDT058741	5305		SSW-Stormwater	
					<b>MI</b>
2075	N/A	5305		SSW-Stormwater	
N/A	N/A	5010		Solid Waste & Recycling	
N/A	N/A	5115		Building Maintenance	
N/A	N/A	5115		Building Maintenance	
1308		5120		Fleet	
20150	1802221 195944	5120		Fleet	
N/A	N/A	5120		Fleet	
N/A	N/A	5120		Fleet	
N/A	N/A	5210		Engineering-Stormwater	
N/A	N/A	5406		Utilities-Meter Reading	
					<b>VEH</b>
1448	1C6RR6FT2ES292478	1415		Community Engagement	
1319	1GNLC2E08DR190857	3001		Police	
1643	1FM5K8AR4GGB28394	3001		Police	
0760	4S7AT9D00SC016211	3501		Fire	
776	1GCGK34KOJE175178	3501		Fire	
0516	1D7HU18D75S265505	3503		Fire	
0151	1GNFK16T61J279579	6000		Parks	
					<b>EQUI</b>
0634	7052901737	6000		Parks	
07128	N/A	3501		Fire	
1085	N/A	3501		Fire	
					<b>MI</b>
N/A	14289	3001		Police	
N/A	0908B126	3001		Police	
N/A	N/A	3001		Police	
N/A	N/A	3001		Police	

N/A	N/A	3001	Police
N/A	N/A	3001	Police
NA	N/A	3001	Police
N/A	N/A	3501	Fire
NA	N/A	3501	Fire
N/A	N/A	5300	SSW-Streets
N/A	N/A	1200	IT
N/A	N/A	1200	IT
N/A	N/A	1200	IT
N/A	N/A	1200	IT
N/A	N/A	1400	Community Development
N/A	N/A	1400	Community Development
N/A	N/A	1400	Community Development

DESCRIPTION		QUANTITY OPERABLE BAMA/GENERAL		
<b>ICLES</b>				
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2001 IHC GRAPPLE LOADER	1	Y	BAMA
	2011 FRE TRUCK SANITATION	1	N	BAMA
	2013 FRE TRUCK SANITATION	1	N	BAMA
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2016 IHC TRUCK SANITATION	1	N	BAMA
	2019 HINO SANITATION PUP TRUCK	1	N	BAMA
	2014 FORD F150 PICKUP	1	N	BAMA
	2003 CHEVROLET C1500 TRUCK PICKUP	1	Y	BAMA
	2008 IHC DUMP TRUCK	1	U	BAMA
<b>PMENT</b>				
	2008 CASE 430 WHEELED LOADER	1	Y	BAMA
	2010 MEL EXCAVATOR	1	U	BAMA
	2003 CAT BACKHOE	1	Y	BAMA
	2013 TORO MOWER	1	Y	BAMA
	2013 JOHN DEERE MOWER BRUSH	1	Y	BAMA
<b>ISC.</b>				
	GRAY UTILITY TRAILER	1		BAMA
	SMALL UTILITY SHED APPROXIMATELY 6x8	1		BAMA
	PLANER	1		BAMA
	JOINTER	1		BAMA
	25 TON MOWHAWK VEHICLE LIFT	1		BAMA
	2020 VANAIR 700A JUMP STARTER	1		BAMA
	LARGE 15 DRAWER TOOL CHEST	1		BAMA
	AMMCO BRAKE LATHE	1		BAMA
	NIKON COOLPIX L110	1		BAMA
	TRIMBLE NOMAD HAND HELDS WITH CHARGERS	10		BAMA
<b>ICLES</b>				
	2014 DODGE D1500 TRUCK PICKUP	1	N	GENERAL
	2013 CHEVROLET TAHOE SUV POLICE	1	N	GENERAL
	2016 FOR EXPLORER SUV POLICE	1	U	GENERAL
	1995 SME TRUCK ARIEL FIRE	1	Y	GENERAL
	1988 CHEVY C3500 TRUCK	1	Y	GENERAL
	2005 DODGE D1500 TRUCK PICKUP	1	U	GENERAL
	2001 SUBURBAN	1	Y	GENERAL
<b>PMENT</b>				
	JACOBSEN HR9016 MOWER	1	Y	GENERAL
	POSITIVE PRESSURE GAS FAN	1	U	GENERAL
	POSITIVE PRESSURE GAS FAN	1	U	GENERAL
<b>ISC.</b>				
	PELICAN LIGHT TOWER	1		GENERAL
	RECON SCOUT ROBOT	1		GENERAL
	DELL PRINTER 5110CN	1		GENERAL
	FINGERPRINT ANALYZER	1		GENERAL

EXPEDITION BENCH SEATS	23	GENERAL
STAND FOR DRACO HEAD UNIT	1	GENERAL
LIFE FITNESS RECMUMBENT EXERCISE BIKE	1	GENERAL
MSA INFARED CAMERAS	6	GENERAL
MISC FIRE FITTINGS		GENERAL
CANVAS BUILDINGS	2	GENERAL
DELL COMPUTER MONITORS	15	GENERAL
DELL 5414 RUGGED LAPTOP	25	GENERAL
DELL 5424 RUGGED LAPTOP	17	GENERAL
DELL 3050 DESKTOP COMPUTERS	31	GENERAL
E BIKES	79	GENERAL
BIKE RACKS	35	GENERAL
ISC. BATTERIES, CHARGERS, TOOLS FOR E BIKES		GENERAL



# City of Broken Arrow

## Request for Action

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**File #: 25-413, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Approval of and authorization to execute an agreement with Action Safety Supply Co. for the 18 Intersection Striping Plan under State Contract SW776 (Project #ST24140)

**Background:**

The City of Broken Arrow City Council approved funds in the fiscal year 2025 budget to restripe roadways at various locations. As part of this initiative, the Streets and Stormwater Department has identified 18 intersections that require re-striping due to age, wear, and fading of existing pavement markings. Over time, these markings have deteriorated, reducing visibility and potentially impacting traffic safety. The Streets Department conducted a thorough assessment of these intersections and determined that re-striping is necessary to maintain clear lane designations, enhance driver awareness, and improve overall roadway safety. The striping material will consist of a multipolymer product, meeting City of Broken Arrow Standard Construction Specifications, that is designed to be more durable than conventional striping paint and add reflectivity for improve visibility at night. To ensure cost-effectiveness and efficiency, the department obtained verified State Contract pricing for the project. Action Safety Supply Company, a reputable provider specializing in roadway safety solutions, supplied the State Contract pricing for the required re-striping work.

To maximize resources and achieve cost efficiencies, the Streets Department recommends awarding the striping project under Oklahoma Statewide Contract SW776. This contract allows municipal agencies across Oklahoma to procure services at state contract pricing, offering significant cost savings. Utilizing State Contract SW776 ensures compliance with budgetary constraints while delivering a high-quality outcome for the City of Broken Arrow.

**Cost:** \$366,677.49  
**Funding Source:** FY2025 Street Sales Tax  
**Requested By:** Tim Wilson, Director of Streets and Stormwater  
**Approved By:** City Manager's Office  
**Attachments:** FY25-Intersection Striping

**Recommendation:**

Approval and authorization to execute an agreement with Action Safety Supply Co. for the 18 Intersection Striping Plan under State Contract SW776 (Project #ST24140)

## Intersection Striping

<b>E-W</b>	<b>N-S</b>	<b>Estimate</b>	
1 Albany St	Elm Place	\$20,000	
2 Albany St	9th St	\$20,000	
3 Kenosha St	Evan Rd	\$20,000	
4 Kenosha St	Oneta Rd	\$20,000	
5 Kenosha St	Elm Place	\$20,000	
6 Kenosha St	9th St	\$20,000	
7 Kenosha St	Aspen Ave	\$16,000	Excluding the north leg
8 Kenosha St	Main Street	\$20,000	
9 Houston St	Elm Place	\$20,000	After paving
10 Houston St	Aspen Ave	\$20,000	
11 Houston St	9th St	\$20,000	
12 Washington St	Elm Place	\$20,000	After paving
13 New Orleans St	Aspen Ave	\$20,000	
14 New Orleans St	Olive St	\$20,000	
15 Florence St	Elm Place	\$20,000	
16 Florence St	Aspen Ave	\$20,000	
17 Florence St	Olive St	\$20,000	
18 Tucson St	Elm Place	\$20,000	
	<b>Total</b>	<b>\$356,000</b>	

Location #	E-W Street	N-S Street	4" White
1	Albany St	Elm Place	2,865.00
2	Albany St	9th St	1,840.00
3	Kenosha St	Evan Rd	1,110.00
4	Kenosha St	Oneta Rd	1,210.00
5	Kenosha St	Elm Place	4,665.00
6	Kenosha St	9th St	2,495.00
7	Kenosha St	Aspen Ave (exlude North Leg)	2,040.00
8	Kenosha St	Main Street	860.00
9	Houston St	Elm Place (after paving)	3,025.00
10	Houston St	Aspen Ave	2,215.00
11	Houston St	9th St	3,285.00
12	Washington St	Elm Place (after paving)	1,945.00
13	New Orleans St	Aspen Ave	2,660.00
14	New Orleans St	Olive St	2,875.00
15	Florence St	Elm Place	3,305.00
16	Florence St	Aspen Ave	2,160.00
17	Florence St	Olive St	1,790.00
18	Tucson St	Elm Place	1,665.00

Prices based on SW776 Contract

Total Quantity	42,010.00
Unit Price	\$0.67
Totals	\$28,146.70

City of Broken Arrow 2025 Multi-Polymer Stripe

4" Yellow	8" White	8" Yellow	24" Stop Bar	24" Cross Walk
4,700.00		700.00	240.00	640.00
2,525.00		375.00	200.00	560.00
4,575.00		900.00	200.00	
6,230.00		1,175.00	180.00	
2,150.00		550.00	300.00	560.00
3,250.00		625.00	210.00	520.00
1,000.00		150.00	150.00	520.00
1,650.00		300.00	100.00	168.00
4,170.00		600.00	225.00	640.00
3,150.00		475.00	210.00	640.00
3,710.00	200.00	575.00	170.00	344.00
5,740.00		700.00	160.00	560.00
3,075.00		500.00	165.00	480.00
5,070.00		900.00	185.00	136.00
3,640.00		525.00	225.00	664.00
3,660.00		600.00	155.00	184.00
3,860.00		625.00	140.00	128.00
4,450.00		750.00	180.00	464.00
66,605.00	200.00	11,025.00	3,395.00	7,208.00
\$0.71	\$2.03	\$1.53	\$16.03	\$19.09
\$47,289.55	\$406.00	\$16,868.25	\$54,421.85	\$137,600.72

Arrow	Only	4" Removal	8" Removal	24" Removal
24.00		7,565.00	700.00	880.00
21.00		4,365.00	190.00	385.00
8.00		5,685.00	900.00	200.00
12.00		7,440.00	1,175.00	180.00
55.00		6,815.00	1,500.00	300.00
12.00		5,745.00	625.00	730.00
18.00		3,040.00	850.00	670.00
11.00		2,510.00	300.00	268.00
20.00		3,625.00	765.00	120.00
12.00		5,365.00	1,275.00	850.00
18.00		6,995.00	775.00	514.00
24.00		4,960.00	200.00	90.00
18.00		5,735.00	500.00	645.00
23.00		7,945.00	900.00	321.00
24.00		6,945.00	1,325.00	889.00
15.00		5,820.00	600.00	339.00
12.00		5,650.00	625.00	268.00
15.00		6,115.00	750.00	644.00

342.00	0.00	102,320.00	13,955.00	8,293.00
\$90.08	\$59.55	\$0.10	\$1.30	\$2.42
\$30,807.36	\$0.00	\$10,232.00	\$18,141.50	\$20,069.06

**Combined Total**

Arrow / Word Symbol Removal
24.00
21.00
8.00
12.00
55.00
12.00
18.00
11.00
7.00
12.00
18.00
12.00
18.00
23.00
24.00
15.00
12.00
15.00
317.00
\$8.50
\$2,694.50
<b>\$366,677.49</b>

<<<removal on North and South Legs Only

<<<removal on North and South Legs Only



# City of Broken Arrow

## Request for Action

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**File #: 25-427, Version: 1**

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**Broken Arrow City Council  
Meeting of: 4/1/2025**

**Title:**

Approval of and authorization to execute Agreement for Professional Consulting Services with Freese and Nichols for the design of retaining wall improvements holding back a private pond along Aspen Avenue between New Orleans Street and Florence Street (Project Number (SW25070))

**Background:**

The proposed project is to investigate and design improvements to the City owned retaining wall that holds back an existing private pond on Aspen Avenue between New Orleans Street and Florence Street.

Staff investigated the site and found that the slope behind the wall was highly saturated and has started sloughing off into the pond. An existing sheet pile wall is approximately 2 ft behind the retaining wall and installed at the same time as the wall. City staff believes the sheet pile wall could be damaged or corroded causing the leaking at the base of the retaining wall.

The water and sediment on the sidewalk and road could create a slip hazard for the public, especially during winter months. This area flows into the Aspen Creek watershed.

On November 19<sup>th</sup>, 2024, Council approved the Drainage Advisory Committee's recommendation to approve the request to use \$100,000.00 of the 2018 General Obligation Bond, Proposition 6 funds to hire a consultant to engineer drainage improvements to the retaining wall.

**Cost:** \$74,560.00

**Funding Source:** 2018 General Obligation Bond, Proposition 6

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

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

**Attachments:** Agreement for Professional Consulting Services

**Recommendation:**

Approve and authorize execution of Agreement for Professional Consultant Services with Freese and Nichols for the design of retaining wall improvements holding back a private pond along Aspen Avenue between New Orleans Street and Florence Street (Project Number SW25070)

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. SW25070**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Freese and Nichols, Inc.
- 1.2 Telephone No.: 539.444.8677
- 1.3 Address: 5100 E. Skelly Dr., Suite 602  
Tulsa, OK 74135

**2.0 Project Name/Location:** Aspen Pond on Aspen Ave. near 4200 S. Aspen Ave. 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 bidding purposes for improvements to the existing retaining wall near 4200 S. Aspen Ave. where seepage has been observed within the side from the adjacent pond, 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:
  - Design Fees \$ 62,375.00
  - Bidding & Construction \$ 12,184.00
  - TOTAL AGREEMENT AMOUNT** \$ 74,560.00
- 4.2 Agreement Time: 236 calendar days

**5.0 Agreement Approved by the Owner on:** \_\_\_\_\_ 2025

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Freese and Nichols, Inc., (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to create the Aspen Pond Retaining Wall Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

**ARTICLE 1 - EFFECTIVE DATE**

This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**

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

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

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. 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: Charlie Bright, P.E.  
 Director of Engineering and Construction

CONSULTANT: Freese and Nichols, Inc.  
 5100 E. Skelly Dr., Suite 602  
 Tulsa, OK 74135  
 539.444.8677

Contact Name: Austin Dugger, P.E.  
 Project Manager

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:**  
Freese and Nichols, Inc.

By: \_\_\_\_\_  
Michael L. Spurgeon, City Manager

By: SAEL  
Scott Hubley, P.E., Principal & Vice President

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

Date: 3/18/25

(CORPORATE SEAL, IF APPLICABLE)

Attest: \_\_\_\_\_  
City Clerk [Seal]

Attest: Jeremy Rice  
Jeremy Rice, Project Manager

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

Date: 3/18/25

Approved as to form:

D. Graham Parker  
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )  
County of Oklahoma ) §

Before me, a Notary Public, on this 18 day of March, 2025, personally appeared Scott Hubley, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Freese and Nichols, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3-21-2026  
[Signature]  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**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 prepare construction documents for bidding purposes for improvements to the existing retaining wall owned by the City near 4200 S. Aspen Ave. where seepage has been observed within the side from the adjacent pond. These documents shall include, but not be limited to, the following: survey and providing the basis for bid documents quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 CONSULTANT shall perform civil design of approximately 200 linear feet (LF) of internal wall drainage design to stop seepage along the existing retaining wall. It is understand an existing sheetpile wall is located between the existing modular block wall and pond. As-built documents of the wall are unable to be located by the OWNER. Design is limited to internal drainage to protect the existing retaining wall at the headwall to the south of the site. The design will include topographic survey, internal drainage design, and outfall headwall protection.
- 2.2 OWNER shall provide existing roadway and development plans within the project area and any other pertinent information regarding the Aspen Pond retaining wall.

- 2.3 CONSULTANT shall provide consulting services as follows:  
Review available data (as-builts, models, reports, GIS data, etc.)  
Survey Services  
Project Coordination  
Internal Drainage Design  
Limited Bidding and Construction Support

### 3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
  - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 3.1.4 Meet with the Owner (total 4 meetings) to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
  - 3.1.5 Routine project controls includes administration of contract, prepare invoices and progress reports, maintain project schedule, on-going management and coordination of FNI task leads and subconsultants, and coordinate with grant administrator, if applicable.
  - 3.1.6 Quality Assurance/Quality Control (QA/QC) – Implement quality review program and perform QA/QC activities for internal and subconsultant deliverables. FNI shall engage senior staff to perform detailed QA/QC reviews of the design and supporting documents, including all models and reports.
- 3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.2.1 Check horizontal control and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER's Engineering Design Criteria.
  - 3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
  - 3.2.3 Perform Level B SUE.
  - 3.2.4 Submit one (1) drawing on electronic media (AutoCAD 2024 version preferred) and one (1) PDF file of the final survey review. This document provided to the City will be regarded as the Design Survey.
  - 3.2.5 City to provide Right of Entry to the site.
- 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 Consultant to review site information and coordinate with the OWNER to obtain the most current and appropriate data for the site as needed. CONSULTANT to review available existing data provided including:
- Obtain and review pertinent data that may impact the project including, but not limited to, existing water, wastewater, storm drainage, and paving as-builts, existing CCTV data, GIS data, existing and future land use/zoning data, historical photos, and aerial imagery.
  - Any available storm drain and utility flow data and models.
- 3.3.2 CONSULTANT will conduct one (1) site visit to visually assess site conditions. Permission to access the site will be provided by the City. Detailed geotechnical design is not included in this scope.
- 3.3.3 Development of Preliminary Design Drawings shall include the following:
- Cover Sheet
  - General Notes
  - Overall Project Layout
  - Internal Drainage Plan and Profile
  - Design Details
  - General Details
- 3.3.4 CONSULTANT will prepare a preliminary opinion of probably construction cost and outline of project specifications.
- 3.3.5 Draft plan sheet will be formatted for 22" x 34" sheets. Plan set will be set up using Consultant CAD Standards and City of Broken Arrow title block. CAD files will not be submitted as part of the 60% Design.
- 3.4.3 This scope includes addressing one (1) round of comments to the 60% Design Documents and such comments, if any, will be incorporated into the 90% Design Documents. The Consultant will attend one (1) meeting with the Owner to review the 60% Design Documents. Consultant will provide written responses to comments provided by the Owner.
- 3.4 FINAL DESIGN PHASE (90%): 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 Development of Final Design Drawings shall include the following:
- Cover Sheet
  - General Notes
  - Overall Project Layout
  - Erosion Control
  - Design Details
  - General Details
- 3.4.2 Consultant will final a preliminary opinion of probable construction cost and project specifications.
- 3.4.3 This scope includes addressing one (1) round of comments to the 90% Design Documents and such comments, if any, will be incorporated into the 100% Construction Documents. The Consultant will attend one (1) meeting with the Owner to review the 90% Design Documents. Consultant will provide written responses to comments provided by the Owner.

3.5 BID DOCUMENTS (100%).

3.5.1 Consultant will incorporate comments from final design to develop the 100% Construction Documents, include a final construction plan set, technical specifications and an opinion of probably cost. Stamped construction plans and specifications shall be submitted to the Owner per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Oklahoma.

3.6 BID ASSISTANCE PHASE:

The CONSULTANT will provide bidding phase services, as requested by the OWNER. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task in the proposal. The CONSULTANT will work on tasks requested by the OWNER and will notify the OWNER when the allotted budget is nearing completion.

3.6.1 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify contract documents.

3.6.2 Assist in preparing addenda and addenda plan sheets as required.

3.7 CONSTRUCTION ASSISTANCE PHASE:

The CONSULTANT will provide construction assistance phase services, as requested by the OWNER. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task in the proposal. The CONSULTANT will work on tasks requested by the OWNER and will notify the OWNER when the allotted budget is nearing completion.

- Attend Pre-Construction Meeting
- Perform site observations during construction
- Review Construction submittals
- RFI's provided by the Contractor
- Other items related to construction during project duration
- Upon completion of construction provide the OWNER with As-Built drawings for the site in .pdf, .TIF, and AutoCAD format.

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**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**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 LAND SURVEY:** The CONSULTANT shall submit in-full, topographic survey with proposed plans in accordance with City requirements.
- 2.0 PRELIMINARY DESIGN DOCUMENTS (60%):** The CONSULTANT shall submit in-full, Preliminary (60%) design documents in accordance with City requirements.
- 3.0 FINAL DESIGN DOCUMENTS (90%):** The CONSULTANT shall submit in-full, Final (90%) design documents in accordance with City requirements.
- 4.0 CONSTRUCTION DESIGN DOCUMENTS (100%):** The CONSULTANT shall submit in-full, Construction (100%) design documents in accordance with City requirements.
- 5.0 BIDDING AND CONSTRUCTION PHASE DOCUMENTS:** This phase is separate from the project scope and shall be an hourly not to exceed, on an as-needed basis.
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, 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 C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**COMPENSATION AND ADDITIONAL SERVICES**

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

**1.0 BASIC COMPENSATION**

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

- 1.1 Preliminary (60%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 37,664.07 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final (90%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 19,479.50 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Construction (100%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,232.00 for the completion of the Construction Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Land Survey Phase: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 6,290.00 for this phase as described in Sections 3.2 of this Agreement.
- 1.5 Bidding and Construction Assistance Phase: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 5,894.00 for this phase as described in Sections 3.6 and 3.7 of this Agreement.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

## **2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in 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.

**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

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

**1.0 OWNER'S RESPONSIBILITIES**

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

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**PROJECT SCHEDULE**

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

**1.0 PRELIMINARY (60%) DESIGN PHASE:**

- 1.1 Notice to Proceed: TBD
- 1.2 Topographic Survey: 30 Calendar days from NTP
- 1.3 Prepare Conceptual (60%) Plans: 62 Calendar days from Topographic Survey
- 1.4 Submit Conceptual (60%) Plans: 62 Calendar days from Topographic Survey
- 1.5 Owner Review: 14 days from Conceptual Plan submittal

**3.0 FINAL (90%) DESIGN PHASE:**

- 3.1 Prepare Final plans and specifications (90%): 55 days from Preliminary Owner Review
- 3.2 Submit Preliminary plans and specifications (90%): 55 days from Preliminary Owner Review
- 3.3 Owner Review: 14 days from Final Plan submittal

**4.0 CONSTRUCTION (100%) DESIGN PHASE:**

- 4.1 Prepare Construction plans and specifications (100%): 47 days from Final Owner Review
- 4.2 Submit Construction plans and specifications (100%): 47 days from Preliminary Owner Review
- 4.3 Owner Review: 14 days from Final Plan submittal



**COMPENSATION**

Compensation to FNI for Basic Services in Attachment A shall be the lump sum of Sixty Two thousand Three Hundred Seventy Five Dollars (\$62,375).

Compensation to FNI for Special Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twelve Thousand One Hundred Eighty Four Dollars (\$12,184).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	88	175
Professional 2	118	191
Professional 3	134	292
Professional 4	155	319
Professional 5	228	346
Professional 6	232	429
Construction Manager 1	114	161
Construction Manager 2	118	198
Construction Manager 3	148	198
Construction Manager 4	171	258
Construction Manager 5	205	302
Construction Manager 6	272	359
Construction Representative 1	78	91
Construction Representative 2	91	118
Construction Representative 3	124	188
Construction Representative 4	124	188
CAD Technician/Designer 1	84	121
CAD Technician/Designer 2	101	198
CAD Technician/Designer 3	131	252
Corporate Project Support 1	71	158
Corporate Project Support 2	81	232
Corporate Project Support 3	101	335
Intern / Coop	54	94

**Rates for In-House Services and Equipment**

<b><u>Mileage</u></b>	<b><u>Bulk Printing and Reproduction</u></b>		<b><u>Equipment</u></b>	
Standard IRS Rates		<b><u>B&amp;W</u></b>	<b><u>Color</u></b>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<b><u>Technology Charge</u></b>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<b><u>Survey Grade</u></b> <b><u>Standard</u></b>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**



# City of Broken Arrow

## Request for Action

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**File #: 25-412, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Approval of and authorization for the purchase and installation of synthetic turf for Preserve Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract #010521 for the Parks Department

**Background:**

The Parks and Recreation Department has budgeted for the purchase and installation of Turf surfacing for the Preserve Park playground. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of \$73,448 (Project 2460180, Account Number 3306000-570150). A bid has been received from Happy Playgrounds, LLC through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #010521-LSI, City membership #67325. Staff recommends that the Council approve and authorize the purchase from Happy Playground, LLC, for the purchase and installation of playground turf

**Cost:** \$73,448.00

**Funding Source:** 3306000-570150 Project 2460180

**Requested By:** Matt Hendren, Parks and Recreation Director

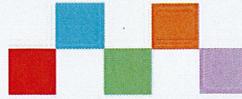
**Approved By:** City Manager's Office

**Attachments:** Sourcewell #010521 bids Preserve Park

**Recommendation:**

Approve and authorize the purchase and installation of synthetic turf for Preserve Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract #010521 for the Parks Department.

Happy Playgrounds, LLC  
 8601 South Oxford Avenue  
 Tulsa, OK 74137  
 (918) 851-9518  
 kelli.collins@happyplaygrounds.com



# Happy Playgrounds

Play. World. Play!

Certified Woman Owned Small Business  
 Native American Owned:  
 TERO and CESO certified

City of Broken Arrow  
 Attention: Phillip Hink  
 1700 W. Detroit  
 Broken Arrow, OK 74012

Quote # 5514-2  
 Quote Date 02-27-2025  
**Quote Amount \$73,448.00**

Item	Quantity	UOM	Description	Color	Unit Price	Total
DEMO	1.0	EA	REMOVE & DISPOSE OF EXISTING EWF AND PIP		\$3,950.00	\$3,950.00
TURF/PADDIN G	3354.0	EA	IPEMA CERTIFIED SYNTHETIC TURF; INCLUDES 1" PAD IN PLAYGROUND AREA (6FT FALL HEIGHT) AND 2" PAD IN SWING SET AREA (8FT FALL HEIGHT); 16" AGG BASE; COMPOSITE NAILER BOARDS * 16" AGG BASE IS BASED ON SITE OBSERVATION 2-27-25 *		\$19.50	\$65,403.00
FREIGHT	1.0	EA	FREIGHT-TURF & PADDING		\$4,095.00	\$4,095.00

Signature/Date

**Sub Total \$73,448.00**  
 Tax \$0.00  
**Quote Amount \$73,448.00**

Thank you for doing business with Happy Playgrounds, LLC

**Notes:**  
 PRESERVE PARK TURF QUOTE  
 PLAYPOWER SOURCEWELL CONTRACT # 010521

**Receipt & Storage of Product:** Unless agreed upon ahead of time, the customer is responsible for unloading product from the truck and checking the bill of lading for missing equipment and/or damages. Please check deliveries carefully. Anything missing or damaged should be noted on the bill of lading when signing for the shipment. Photographs of damaged equipment should be taken and forwarded to us.

**Installation:** Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.



# City of Broken Arrow

## Request for Action

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**File #:** 25-436, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-01-2025**

**Title:**

Approval of and authorization to purchase one (1) 2025 Chevrolet Colorado 4x4 from Vance Chevrolet, Buick, GMC of Miami pursuant of Oklahoma State Contract# SW035 and approval of and authorization to execute Budget Amendment Number 21 for Fiscal Year 2025

**Background:**

The Tourism Department has identified the need for a Chevrolet Colorado truck to support its operations, including event logistics, promotional activities, and hauling equipment. The truck will be used for transporting equipment, supplies, and materials necessary for various tourism-related initiatives throughout the city.

To ensure cost efficiency and compliance with procurement guidelines, the Tourism Department intends to purchase the vehicle through a statewide contract, securing competitive pricing while meeting operational needs. This acquisition aligns with the department's goal of enhancing mobility and efficiency in executing tourism and community engagement efforts.

To optimize Broken Arrow's resources and achieve cost savings, the Maintenance Services Department recommends purchasing the Chevrolet Colorado under Oklahoma Statewide Contract SW035. This contract allows municipal agencies across Oklahoma to acquire vehicles at state contract pricing, providing a significant cost advantage. Utilizing State Contract SW035 ensures compliance with budgetary constraints while securing a high-quality asset for the Tourism Department.

After evaluating available options, the Maintenance Services Department recommends approving the purchase and awarding the contract to Vance Chevrolet, Buick, GMC of Miami.

**Cost:** \$36,513.00

**Funding Source:** Project Number 2517190-2271700-570020

**Requested By:** Ryan Baze, Director of Maintenance Services

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

**Attachments:** Vance Chevrolet Quote 000Q16584, Fund 227-BA #21

**Recommendation:**

Approval of and authorization to purchase one (1) 2025 Chevrolet Colorado 4x4 from Vance Chevrolet, Buick, GMC of Miami pursuant of Oklahoma State Contract# SW035 and approval of and authorization to execute Budget Amendment Number 21 for Fiscal Year 2025

**VANCE CHEVROLET  
BUICK, GMC OF MIAMI**

FLEET & GOVERNMENT SALES  
PO BOX 400, GUTHRIE, OK 73044  
405-282-3800  
OK Vendor # 0000552011



**QUOTE**

DATE	3/18/2025
QUOTE NUMBER	000Q16584
EXPIRATION DATE	4/24/2025
SHIP VIA	Factory Order
TERMS	SW035 - STATE CONTRACT
PO NUMBER	

<b>SOLD TO:</b> City of Broken Arrow Ryan Baze PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012 918-251-5311	<b>SHIP TO:</b> City of Broken Arrow Ryan Baze PO Box 610 1700 W. Detroit St Broken Arrow, OK 74012 918-251-5311	Any Questions? Call 405-282-3800 Britt Woods  Britt@VanceFleet.Com
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Qty	OPTION	Description	Unit Price	Ext. Price
1	SW035	OKLAHOMA STATE CONTRACT	\$0.00	\$0.00
1	14C43	2025 CHEVROLET COLORADO	\$31,973.00	\$31,973.00
1	4WD/PCQ	4 WHEEL DRIVE w/ SKID PLATES	\$3,995.00	\$3,995.00
1	4WT	WORK TRUCK EQUIPMENT GROUP	\$0.00	\$0.00
1	L3B	ENGINE: 2.7L TURBOMAX	\$0.00	\$0.00
1	MFC	TRANSMISSION: 8 SPEED AUTOMATIC	\$0.00	\$0.00
1	PCU	WT CONVENIENCE PACKAGE II -8 Way Power Drivers Seat -Driver Seat Power Lumbar -EZ Lift & Lower Tailgate -StowFlex Tailgate -Locking Cylinder	\$545.00	\$545.00
1	QHR	TIRES: 255/65R17 ALL SEASON	\$0.00	\$0.00
1	RD6	WHEELS: 17" ULTRA SILVER METALLIC STEEL	\$0.00	\$0.00
1	B30	CARPET FLOOR COVERING	\$0.00	\$0.00
1	C49	REAR WINDOW DEFROSTER	\$0.00	\$0.00
1	K34	CRUISE CONTROL	\$0.00	\$0.00
1	H1T	INTERIOR: JET BLACK, CLOTH FRONT BUCKET SEATS	\$0.00	\$0.00
1	GAZ	EXTERIOR: SUMMIT WHITE	\$0.00	\$0.00
<b>SubTotal</b>				<b>\$36,513.00</b>

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

Terms:  
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.  
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE  
2) ALL REBATES & INCENTIVES HAVE BEEN INCLUDED IN TOTAL PRICE.  
3) PURCHASE ORDER REQUIRED TO ORDER VEHICLE

<b>SUB-TOTAL</b>	<b>\$36,513.00</b>
<b>TAG/TAXES</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>	<b>\$36,513.00</b>

**Fund 227 - VISIT BA  
Budget Amendment #21  
Fiscal Year 2025  
4/1/2025**

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

<b>Account Number</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
227-353050	FUND BALANCE	\$ 1,703,869	\$ (45,000)	\$ 1,658,869
		<b>\$ 1,703,869</b>	<b>\$ (45,000)</b>	<b>\$ 1,658,869</b>

**Appropriations**

<b>Account Number</b>	<b>Project</b>	<b>Description</b>	<b>Balance before Amendment</b>	<b>Amount of Amendment</b>	<b>Balance after Amendment</b>
2271700-570020	2517190	4WD TRUCK	\$ -	\$ 45,000	\$ 45,000
			<b>\$ -</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>

**Explanation**

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #21 appropriates a portion of Fund Balance for the purchase of a mid-sized pickup truck to be used by the Visit BA staff.

Approved by the City Council  
Tuesday, April 1, 2025

Attest by City Clerk

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

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



# City of Broken Arrow

## Request for Action

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**File #:** 25-454, **Version:** 1

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**Broken Arrow City Council  
Meeting of: 4-1-2025**

**Title:**

Approval of and authorization to award the lowest responsible bid to L&M Office Furniture, and approve and authorize the purchasing of Furniture, Fixtures and Equipment (FF&E) for the Public Works Field Office (Project No. 2217090)

**Background:**

In 2021 the City of Broken purchased the Public Works Field Office building from Windstream, for the use of both the Utilities and Streets & Stormwater departments. A space study has been performed to determine the best utilization of the space. This project will use the space study as a guide to design the 7,000 SF offices and work areas for the Utilities and Streets & Stormwater departments. September of 2024 City Council approved a construction contract to renovate the building.

The Furniture Fixtures and Equipment for this facility were advertised for bid in February of 2025. Two bids were received on March 11<sup>th</sup>. The lowest responsible bid was \$192,196.12 for the FF&E, and \$11,252.00 for the delivery and installation, with a 2.5% additional surcharge if this bid is affected by tariffs. The total bid was \$203,448.12, or \$208,534.33 with the surcharge.

**Cost:** \$208,534.33

**Funding Source:** 2018 GO Bond, STCI

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

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

**Attachments:** Certified Bid Tab

**Recommendation:**

Approval of and authorization to award the lowest responsible bid to L&M Office Furniture, and approve and authorize the purchasing of Furniture, Fixtures and Equipment (FF&E) for the Public Works Field Office (Project No. 2217090)

**BID 25.140**

**PUBLIC WORKS FIELD OFFICE FURNITURE**

BID OPENING DATE: 3/11/2025

<b>Vendor:</b>	L&M Office Furniture	Business Enviornments
<b>Price for Furniture:</b>	\$192,196.12	\$184,566.62
<b>Delivery and Installation:</b>	\$11,252.00	\$40,604.70
<b>Total Price:</b>	<b><u>\$203,448.12</u></b>	\$225,171.32
<b>Comments/Notes:</b>	2.5% surcharge may be added at time of order due to tariffs- Lead times may vary as well. Install will take 7-10 business days.	Delivery is 6 weeks from award confirmation

Notes: BID 25.140 was sent to six (6) vendors, with two (2) responses. This BID was published in the Tulsa World as well as the City Website.

The BID tabulation is true and accurate to the best of my knowledge.

Shannon Marshall

Shannon Marshall

Special Projects Division Manager

3/26/2025

Date



# City of Broken Arrow

## Request for Action

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**File #: 25-423, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Ellis Concrete Construction for the Concrete Panel Replacement Street Repair - Brentwood (ST23300)

**Background:**

The Concrete Panel Replacement and Repair - Brentwood project is to repair the concrete roadways in the Brentwood development. This project will repair damaged concrete roadways, curbs, and sidewalks.

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

- Produce and distribute two different informational flyers: Once pre-construction and one individualized for each area
- Additional Work at the request of city of Broken Arrow Leadership
- Time added for additional work, 87 days.

**The total cost for Change Order #1 amounts to \$700,000.00**

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$0
This Change Order(s):	\$700,000.00
Total Cost of Change Orders:	\$700,000.00
Original Contract Amount:	\$1,249,907.50
Revised Contract Amount:	\$1,949,907.50
Percent Change in Contract:	56.00%
Applicable to Comp. Bid Act:	0.32%

**Cost:** \$1,949,907.50

**Funding Source:** 2018 GO Bond

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

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

**Attachments:** Brentwood Concrete Panel Replacement CO 1

**Recommendation:**

Approve and authorize execution of Change Order #1 with Ellis Civil Contractors for the Concrete Panel Replacement Street Repair - Brentwood (ST23300)

**Contract Change Order # 1**

Project Name:	<u>Concrete Panel Replacement Street Repair - Brentwood</u>	Project Number:	<u>ST23300</u>
Project Location:	<u>W Washington Street / S Aspen Avenue</u>	Date of Application:	<u>Tuesday, April 1, 2025</u>
Contractor:	<u>Ellis Concrete Construction LLC</u>	Submitted By:	<u>Tyler Ellis</u>

**Summary of Change in Scope of Work**

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

**Change of Work Items Included in this Change Order**

- 1) Produce and distribute two different informational flyers: one pre-construction and one individualized for each area.
- 2) Communication with residents and/or property owners throughout project via any means necessary.
- 3) Additional Work at the request of City of Broken Arrow leadership.

**Change in Contractual Project Time:**

- 1) Ten (10) days for all communications (verbal, email, written, printed, etc.) with residents or homeowners.
- 2) Seventy-seven (77) days for the additional quantities at the request of the City of Broken Arrow.

Plan Sheets or Additional Documents Attached:  Yes  No  Other: Quantity Estimate

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Citizen Communications	LS	\$ 3,998.00	1	\$ 3,998.00
		Additional Work (See Quantity Estimate)		\$ 696,002.00	1	\$ 696,002.00
						\$ -
				<b>Total Change Cost:</b>		<b>\$ 700,000.00</b>

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 1,249,907.50
Current Change Order:	\$ 700,000.00	Amended Contract Amount:	\$ 1,949,907.50
Total Cost of Change Orders:	\$ 700,000.00	Percent Change in Contract:	56.00%
Total Cost Applicable to CBA:	\$ 3,998.00	Percent Change Applicable to CBA:	0.32%

**Change Order Authorization**

Change Order # <u>1</u> in the sum of: \$ <u>700,000.00</u> has been reviewed by all parties and is recommended for approval by:
Contractor Submitting Change Order: <u>Tyler Ellis</u> Name _____ Signature _____ Date _____
Construction Division Manager: <u>Nathanael T. Kohl, PE</u> Name _____ Signature <u>Nathanael Kohl</u> Date <u>3/21/2025</u>
Director of Engineering & Construction: <u>Charlie Bright, PE</u> Name _____ Signature <u>Charlie Bright</u> Date <u>3/25/2025</u>
Assistant City Manager - Operations: <u>Kenneth D Schwab, PE</u> Name _____ Signature <u>Kenneth Schwab</u> Date <u>3/25/2025</u>
City Manager: <u>Michael Spurgeon</u> Name _____ Signature _____ Date _____

**This Change is Executed Through:**

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

# Change Order #1 Estimate

Item			Bid Item Quantity	Unit Price	Bid Item Value (\$)
Bid Item No.	Description	Units			
101	Temporary Fiber Log	LF	120.00	\$5.00	\$600.00
102	Remove and Replace P.C. Concrete Street Section	SY	6000.00	\$69.00	\$414,000.00
103	Full Depth PCC Patching	SY	25.75	\$175.00	\$4,506.25
104	Remove and Replace P.C. Concrete Barrier Curb	LF	4150.00	\$20.00	\$83,000.00
105	Remove and Replace P.C. Concrete Sidewalk	SY	444.00	\$60.00	\$26,640.00
106	Remove and Replace 6" Concrete Driveway (H.E.S.)	SY	143.00	\$60.00	\$8,580.00
107	Install Curb Ramp (Type "B")	EA	2.00	\$500.00	\$1,000.00
108	Install Curb Ramp (Type "D")	EA	8.00	\$750.00	\$6,000.00
109	Remove and Replace Inlet with CICI (DES 2(B))	EA		\$2,800.00	
110	Remove and Replace Inlet with CICI (DES 2(C))	EA	3.00	\$4,000.00	\$12,000.00
111	Remove and Replace Inlet with CICI (DES 2(D))	EA	3.00	\$4,000.00	\$12,000.00
112	Adjust Valve Box to Grade (Incl. Concrete Collars)	EA	2.00	\$500.00	\$1,000.00
113	Adjust Manhole to Grade (Incl. Concrete Collars)	EA	2.00	\$400.00	\$800.00
114	Solid Slab Sodding	SY	922.05	\$10.00	\$9,220.50
115	Subgrade Method B	SY	6461.00	\$7.00	\$45,227.00
116	Aggregate Base Type A	CY	1077.00	\$42.00	\$45,234.00
117	Separator Fabric	SY	7383.00	\$1.75	\$12,920.25
118	Unclassified Excavation	CY	1077.00	\$12.00	\$12,924.00
119	Unclassified Borrow/Fill	CY	10.00	\$35.00	\$350.00
				<b>Totals</b>	<b>\$696,002.00</b>



# City of Broken Arrow

## Request for Action

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**File #: 25-389, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

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)

**Background:**

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street). The property is currently zoned A-1 and is unplatted and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain will be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval. Planning Commission recommended this plat for approval (4-0 vote) on March 18, 2025.

**Cost:** \$0

**Funding Source:** None

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

**Approved By:** City Manager Office

**Attachments:** Planning Commission Staff Report  
Conditional final plat and covenants with staff comments

**Recommendation:**

Approve PT-002022-2025, conditional final plat for Arrow Forge Innovation District, subject to the attached comments, as recommended by Planning Commission and Staff.





# City of Broken Arrow

## Request for Action

**File #: 25-313, Version: 1**

### Broken Arrow Planning Commission 03-18-2025

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

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 (129<sup>th</sup> East Avenue), south of Florence Street (111<sup>th</sup> Street)

**Background:**

**Applicant:** GEODECA, LLC  
**Owner:** Broken Arrow Economic Development Authority  
**Developer:** Broken Arrow Economic Development Authority  
**Engineer:** BLK, Inc.

**Location:** Approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street)

**Size of Tract** Approximately 92.20 acres

**Number of Lots:** 4

**Zoning:** A-1 (Agricultural)

**Comp Plan:** Level 3 (Transition area), Level 4 (Commercial/Employment Nodes), and Greenway/Floodplain

PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge Innovation District, proposes to have 4 lots on 92.20 acres and is located approximately one-eighth mile east of Olive Avenue (129th East Avenue), south of Florence Street (111th Street). The property is currently zoned A-1 and is unplatted and undeveloped. Each proposed lot meets the frontage and size requirement of the A-1 zoning district.

Access will be provided by two access points from the Florence Street. The main spine road is to act as a future frontage road connecting to Norfolk Drive to the east.

According to FEMA maps, the western portion of the property is in a 100-year floodplain area. Areas designated as floodplain with be placed in a Reserve Area. Water and sanitary sewer service are available from the City of Broken Arrow. This item was reviewed by the Technical Advisory Committee on March 4, 2025 and recommended for approval.

**Attachments:** Checklist  
Conditional Final Plat & Covenants

**Recommendation:**

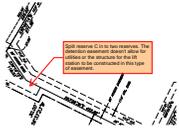
Staff recommends PR-000671-2024 | PT-002022-2025 is the conditional final plat for Arrow Forge, be approved, subject to the attached checklist.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

# Conditional Final Plat Checklist

## [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1) (6)



**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** jdickeson

Split reserve C in to two reserves. The detention easement doesn't allow for utilities or the structure for the lift station to be constructed in this type of easement.



**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** jdickeson

The overlay of the san U/E makes this portion of the standard U/E unusable, recommend combining both easements into one general U/E



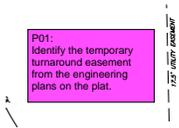
**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** jdickeson

Add a U/E to cover the sanitary through reserve C



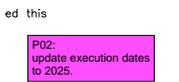
**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** jdickeson

The construction of the detention basin may impact the limits of the floodplain. Review the construction plans for the detention basin and adjust the limits of the floodplain if fill is being placed within the mapped limits. A reference to the LOMR-F permit will need to be added.



**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** Amanda

P01:  
 Identify the temporary turnaround easement from the engineering plans on the plat.



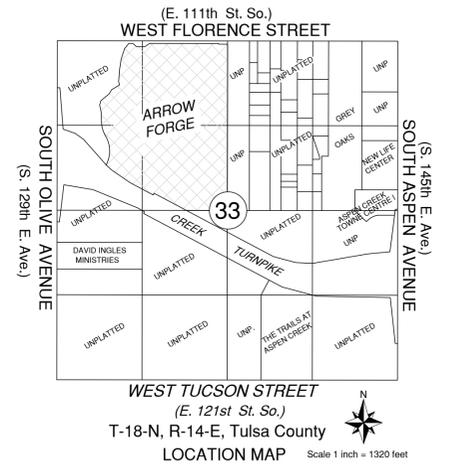
**Page Label:** [1] ARROW FORGE PLAT (ARCH D) (Portrait) (1)  
**Author:** Amanda

P02:  
 update execution dates to 2025.

CONDITIONAL FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



NOTES:

Stormwater detention accommodations for this site are provided by Fee-in-Lieu of Detention Determination #DD-043024-23, 4/30/2024, onsite required.

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

Monuments Found as shown or set with 3/8" or 1/2" rebar and cap stamped "CA5524"

Horizontal Datum & Bearings and distance based on the Oklahoma State Plane, Zone North NAD83 grid combined scale factor 1.0000769693022900 Grid to Ground

Vertical Datum NAVD 1988

Benchmark #1  
1" Rebar at North Quarter Corner (N/4c) of Section 33  
North 372276.034, East 2612025.688, Elevation 692.51  
Benchmark #2  
Brass Cap at Northwest Corner (NWc) of Section 33  
North 372210.508, East 2609385.401, Elevation 675.21

FEMA Special Flood Hazard Areas per  
FIRM Panel #40143C0452L 10/16/2012  
FIRM Panel #40143C0389L 10/16/2012

SUBDIVISION STATISTICS

4 BLOCKS, 4 LOTS, 4 RESERVES

SUBDIVISION AREA GROSS:  
4,335,143 Square Feet or 99.5212 Acres

SUBDIVISION AREA NET (less right of way):  
4,016,125 Square Feet or 92.1975 acres

BLOCK 1, LOT 1 : 231,566 Square Feet or 5.3160 Acres  
BLOCK 2, LOT 1 : 217,837 Square Feet or 5.0008 Acres  
BLOCK 3, LOT 1 : 1,033,128 Square Feet or 23.7173 Acres  
BLOCK 4, LOT 1 : 1,311,264 Square Feet or 30.1025 Acres  
RESERVE A: 154,565 Square Feet or 3.5483 Acres  
RESERVE B: 144,792 Square Feet or 3.3240 Acres  
RESERVE C: 114,578 Square Feet or 2.6304 Acres  
RESERVE D: 808,305 Square Feet or 18.5583 Acres

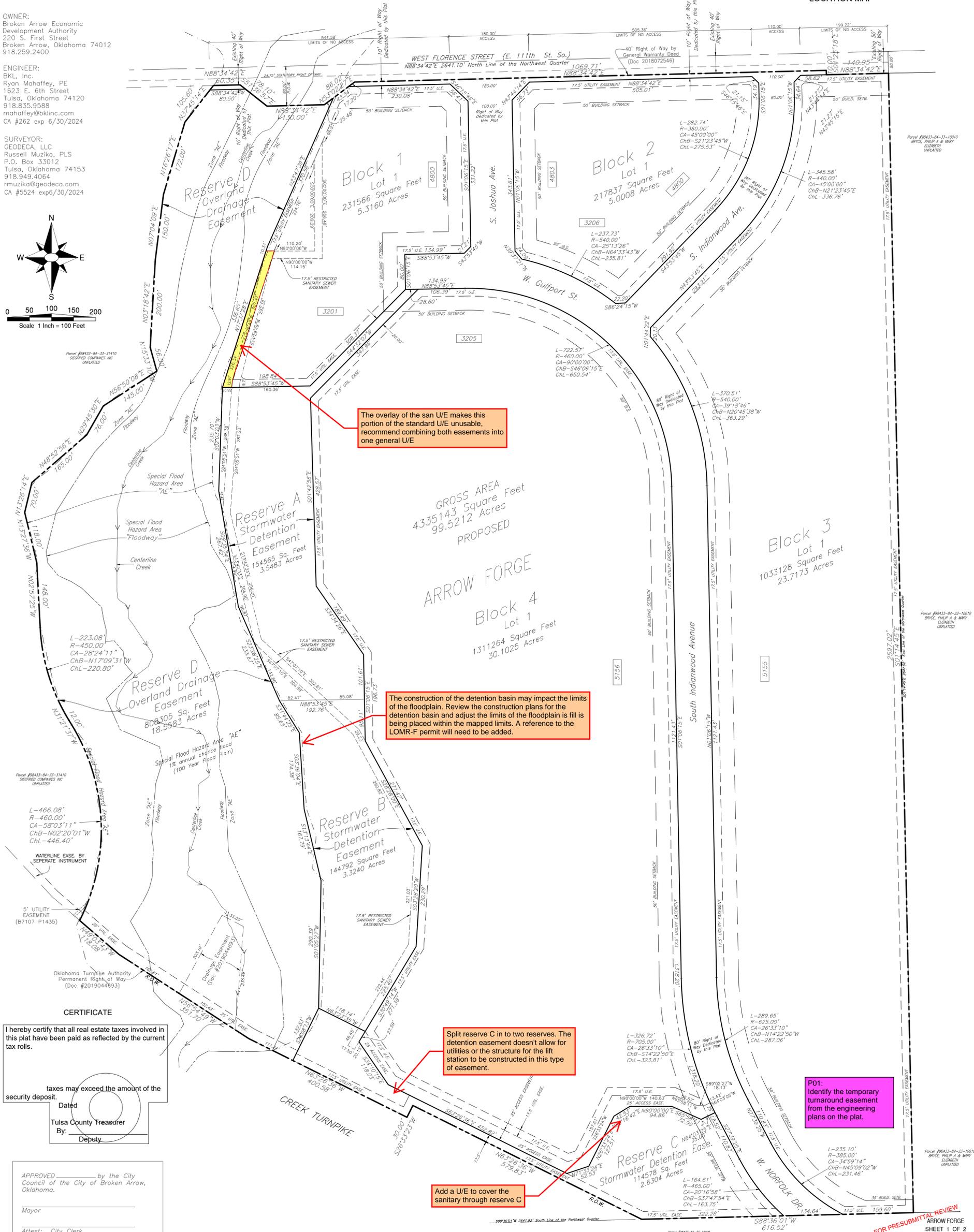
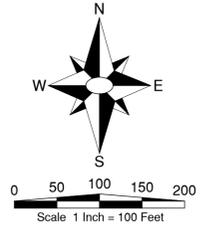
Block	Lot	Address
1	1	4800 S. Joshua Ave. (or) 3201 W. Gulfport St.
2	1	4803 S. Joshua Ave. (or) 3206 W. Gulfport St. (or) 4800 S. Indianwood Ave.
3	1	5155 S. Indianwood Ave.
4	1	3205 W. Gulfport St. (or) 5156 S. Indianwood Ave.

Block	Lot	Finish Floor	Sanitary Sewer Flowline
1	1	1	
2	1	1	
3	1	1	
4	1	1	

OWNER:  
Broken Arrow Economic  
Development Authority  
220 S. First Street  
Broken Arrow, Oklahoma 74012  
918.259.2400

ENGINEER:  
BKL, Inc.  
Ryan Mahaffey, PE  
1923 E. 6th Street  
Tulsa, Oklahoma 74120  
918.835.9588  
mahaffey@bklinc.com  
CA #262 exp 6/30/2024

SURVEYOR:  
GEODECA, LLC  
Russell Muzika, PLS  
P.O. Box 33012  
Tulsa, Oklahoma 74153  
918.949.4064  
rmuzika@geodeca.com  
CA #5524 exp 6/30/2024



The overlay of the san U/E makes this portion of the standard U/E unusable, recommend combining both easements into one general U/E

The construction of the detention basin may impact the limits of the floodplain. Review the construction plans for the detention basin and adjust the limits of the floodplain if fill is being placed within the mapped limits. A reference to the LOMR-F permit will need to be added.

Split reserve C in to two reserves. The detention easement doesn't allow for utilities or the structure for the lift station to be constructed in this type of easement.

Add a U/E to cover the sanitary through reserve C

P01: Identify the temporary turnaround easement from the engineering plans on the plat.

hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls.

taxes may exceed the amount of the security deposit.  
Dated \_\_\_\_\_  
Tulsa County Treasurer  
By: \_\_\_\_\_  
Deputy

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

FOR PRESUBMITTAL REVIEW  
ARROW FORGE  
SHEET 1 OF 2  
PREPARED: 08/14/2024 AM  
Project: (PR-00671-2024)

CONDITIONAL FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33)
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS
ARROW FORGE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Broken Arrow Development Authority, is the sole owner in fee simple, hereinafter referred to as the "Developer" of the following described real property in Tulsa County, State of Oklahoma, (the "Property") to-wit:

A tract of land that is a part of the Northwest Quarter (NW/4) of Section Thirty-three (33), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract being more particularly described as follows: Commencing at the Northeast Corner of said NW/4; Thence South 1'14'45" East and along the East line of the NW/4, for a distance of 50.00 feet to a point on the present South right-of-way line of West Florence street, said point being the Point of Beginning; Thence continuing South 1'14'45" East and along said East line, for a distance of 2597.02 feet to the Southeast Corner thereof; Thence South 88'36'01" West and along the South line of the NW/4, for a distance of 616.52 feet to a point on the present Northerly right-of-way line of the Creek Turnpike; Thence along said Northerly right-of-way line for the following Five (5) courses: North 63'26'36" West for a distance of 579.83 feet; Thence South 26'33'23" West for a distance of 30.00 feet; Thence North 63'26'36" West for a distance of 400.58 feet; Thence North 56'54'49" West for a distance of 351.70 feet; Thence North 49'03'43" West for a distance of 118.08 feet; Thence Northerly along a 460.00 foot radius non-tangent curve to the left, having an initial tangent bearing of North 26'41'34" East, a central angle of 58'03'11"; with a chord bearing and distance of North 2'20'01" West for 446.40 feet, for an arc distance of 466.08 feet to a point of tangency; Thence North 31'21'37" West for a distance of 12.00 feet to a point of curvature; Thence along a 450.00 foot radius curve to the right, having a central angle of 28'24'11", with a chord bearing and distance of North 17'09'31" West for 220.80 feet, for an arc distance of 223.08 feet to a point of tangency; Thence North 2'57'25" West for a distance of 148.00 feet; Thence North 13'27'36" West for a distance of 118.00 feet; Thence North 13'26'14" East for a distance of 70.00 feet; Thence North 48'52'56" East for a distance of 165.00 feet; Thence North 29'45'30" East for a distance of 76.00 feet; Thence North 56'50'08" East for a distance of 145.00 feet; Thence North 15'33'10" West for a distance of 56.00 feet; Thence North 3'18'42" East for a distance of 200.00 feet; Thence North 7'04'09" East for a distance of 150.00 feet; Thence North 16'26'17" West for a distance of 172.00 feet; Thence North 37'45'14" East for a distance of 105.60 feet to point on said South right-of-way line of West Florence street; Thence along the South right-of-way line for the following Seven (7) courses: North 88'34'42" East and parallel with the North line of the NW/4, for a distance of 60.35 feet; Thence South 51'36'57" East for a distance of 78.10 feet; Thence North 88'34'42" East and parallel with said North line, for a distance of 130.00 feet; Thence North 53'02'27" East for a distance of 86.02 feet; Thence North 88'34'42" East and parallel with the North line, for a distance of 1069.71 feet; Thence South 1'25'18" East and perpendicular to the North line, for a distance of 10.00 feet; Thence North 88'34'42" East and parallel with the North line, for a distance of 140.95 feet to the Point of Beginning.

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 'ARROW FORGE', 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 accompanying plat. No building, structure or other above or below ground obstruction that interferes with the above set forth uses and purposes of an easement shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, curbing, landscaping and customary screening fences 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 and 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 a 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 ARROW FORGE 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 ARROW FORGE will pay for damage or relocation so such facilities caused or necessitated by acts of such owner or 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 ARROW FORGE 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, or 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 all 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 alteration 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 ARROW FORGE 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 ARROW FORGE. 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 Broken Arrow Development Authority.

2. Broken Arrow Development Authority, 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 Broken Arrow Development Authority 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 \_\_\_\_\_, 2024.

Broken Arrow Development Authority

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

P02: update execution dates to 2025.

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above and that the accompanying plat designated herein as "ARROW FORGE" an Addition to 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 \_\_\_\_\_ Day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Russell M. Muzika, Professional Land Surveyor Okla. #1603  
GEODECA LLC CA #5524, Renewal June 30, 2026

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ for Russell M. Muzika

Notary Public

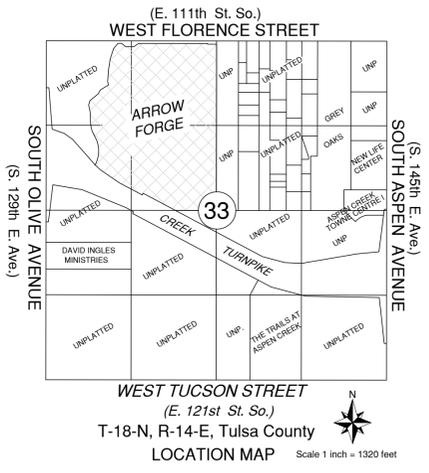
My Commission expires:

FOR PRESUBMITTAL REVIEW
ARROW FORGE
SHEET 2 OF 2
PREPARED: 08/14/2024 AM
Project: (PR-000671-2024)

CONDITIONAL FINAL PLAT

ARROW FORGE

PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-THREE (33)  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST  
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



NOTES:

Stormwater detention accommodations for this site are provided by Fee-in-Lieu of Detention Determination #DD-043024-23, 4/30/2024, onsite required.

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied on in place of legal descriptions.

Monuments Found as shown or set with 3/8" or 1/2" rebar and cap stamped "CA5524"

Horizontal Datum & Bearings and distance based on the Oklahoma State Plane, Zone North NAD83 grid combined scale factor 1.0000769693022900 Grid to Ground

Vertical Datum NAVD 1988

Benchmark #1  
1" Rebar at North Quarter Corner (N/4c) of Section 33  
North 372276.034, East 2612025.688, Elevation 692.51  
Benchmark #2  
Brass Cap at Northwest Corner (NWc) of Section 33  
North 372210.508, East 2609385.401, Elevation 675.21

FEMA Special Flood Hazard Areas per  
FIRM Panel #40143C0452L 10/16/2012  
FIRM Panel #40143C0389L 10/16/2012

SUBDIVISION STATISTICS

4 BLOCKS, 4 LOTS, 4 RESERVES

SUBDIVISION AREA GROSS:  
4,335,143 Square Feet or 99.5212 Acres

SUBDIVISION AREA NET (less right of way):  
4,016,125 Square Feet or 92.1975 acres

BLOCK 1, LOT 1 : 231,566 Square Feet or 5.3160 Acres  
BLOCK 2, LOT 1 : 217,837 Square Feet or 5.0008 Acres  
BLOCK 3, LOT 1 : 1,033,128 Square Feet or 23.7173 Acres  
BLOCK 4, LOT 1 : 1,311,264 Square Feet or 30.1025 Acres  
RESERVE A: 154,565 Square Feet or 3.5483 Acres  
RESERVE B: 144,792 Square Feet or 3.3240 Acres  
RESERVE C: 114,578 Square Feet or 2.6304 Acres  
RESERVE D: 808,305 Square Feet or 18.5583 Acres

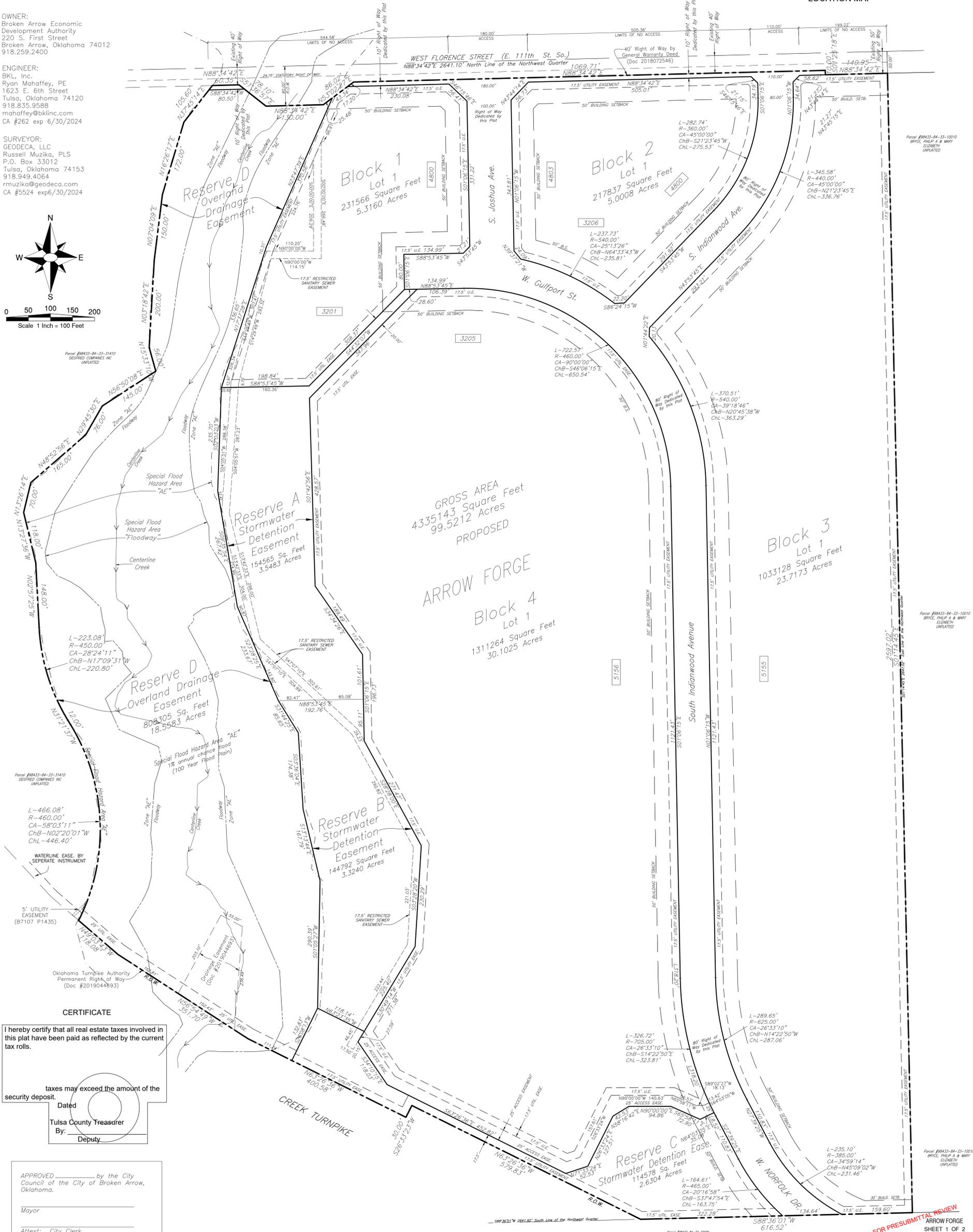
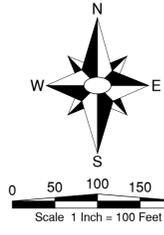
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Russell Muzika, PLS  
P.O. Box 33012  
Tulsa, Oklahoma 74153  
918.949.4064  
rmuzika@geodeca.com  
CA #5524 exp 6/30/2024



CERTIFICATE  
I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls.

taxes may exceed the amount of the security deposit.  
Dated \_\_\_\_\_  
Tulsa County Treasurer  
By: \_\_\_\_\_  
Deputy

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

FOR PRESUBMITTAL REVIEW  
ARROW FORGE  
SHEET 1 OF 2  
PREPARED: 08/14/2024 AM  
Project: (PR-000671-2024)

CONDITIONAL FINAL PLAT

ARROW FORGE

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TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST
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2. ELECTRIC, TELEPHONE, CABLE TELEVISION AND NATURAL GAS SERVICE.

In connection with the installation of underground electric, telephone and 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 a 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 ARROW FORGE 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 ARROW FORGE will pay for damage or relocation so such facilities caused or necessitated by acts of such owner or 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. Owners 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 ARROW FORGE 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 all 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 alteration 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 ARROW FORGE 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 ARROW FORGE. 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 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 Broken Arrow Development Authority.

2. Broken Arrow Development Authority, 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 Broken Arrow Development Authority 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 \_\_\_\_\_, 2024.

Broken Arrow Development Authority

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

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ for Broken Arrow Development Authority

Notary Public

My Commission expires:

CERTIFICATE OF SURVEY

I, Russell M. Muzika, of GEODECA LLC, A Licensed Professional Land Surveyor in the State of Oklahoma do hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above and that the accompanying plat designated herein as "ARROW FORGE" an Addition to 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 \_\_\_\_\_ Day of \_\_\_\_\_, 2024

Russell M. Muzika, Professional Land Surveyor Okla. #1603
GEODECA LLC CA #5524, Renewal June 30, 2026

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ for Russell M. Muzika

Notary Public

My Commission expires:

FOR PRESUBMITTAL REVIEW
ARROW FORGE
SHEET 2 OF 2
PREPARED: 08/14/2024 AM
Project: (PR-000671-2024)



# City of Broken Arrow

## Request for Action

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**File #: 25-437, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Approval of SP-001966-2025 (Specific Use Permit), Church of St. Benedict, 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)

**Background:**

SP-001966-2025 is a request for a Specific Use Permit for a proposed digital monument sign at a maximum of 12 feet tall and 60 square foot display area with monument base and architectural details, as shown in the attached exhibit. The property is zoned R-2, RD, and SP-27 and is located one-quarter mile north of New Orleans Street (101<sup>st</sup> Street), west of Aspen Avenue (145<sup>th</sup> E. Avenue). The proposed sign will be located on the east side of the property, along Aspen Avenue.

On January 18, 1982, the City Council approved SP-27, a Specific Use Permit for Church of St. Benedict, subject to platting. The plat for Church of Saint Benedict was recorded in Tulsa County on November 29, 1982. SP-001966-2025 was on the Planning Commission agenda of February 27, 2025, at which time it was continued to today's meeting. Planning Commission had concerns regarding the size of the digital display of the sign (originally proposed to be 13 feet tall and 80 square foot display area), and the applicant has subsequently submitted an updated exhibit with a reduced digital display size, as well as overall size.

In accordance with the zoning ordinance, permanent freestanding signs, which function as on-premises advertising and are located on a lot used for institutional uses, including places of assembly, may be constructed in residential districts as long as they do not exceed 32-square-feet of display area and do not exceed 8-feet in height. Per Section 5.7.E.2 of the zoning ordinance, increases in display surface area and height may be requested through a PUD or Specific Use Permit.

SP-001966-2025 is a request for a Specific Use Permit for a freestanding sign with a maximum height of 12 feet and a maximum area of 60 square feet. The sign is proposed to include a 30.94-square-foot digital display, masonry base, and architectural details. The church's name will be included in a segment of the sign above the digital display. On February 27, 2025 Planning Commission heard this item and continued it to the March 13, 2025 meeting with the recommendation to reduce the digital display area. After reviewing the information presented in the Staff report and by the applicant, the Planning Commission recommended approval (5-0) of SP-001966-2025 per Staff recommendation. No citizens spoke in favor or opposition of this item.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Published Planning Commission Staff report  
Case Map  
Aerial Map  
Comprehensive Plan  
Proposed Sign Detail

**Recommendation:**

Approve SP-001966-2025 per Planning Commission and Staff recommendation.



# City of Broken Arrow

## Request for Action

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**File #: 25-316, Version: 1**

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**Broken Arrow Planning Commission  
03-13-2025**

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

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 (101<sup>st</sup> Street), west of Aspen Avenue (145<sup>th</sup> E. Avenue)

**Background:**

**Applicant:** Dan O'Brien  
**Owner:** Church of St. Benedict  
**Engineer:** N/A  
**Location:** One-quarter mile north of New Orleans Street (101st Street), west of Aspen Avenue (145th E. Avenue)  
**Size of Tract** 4.84 acres  
**Number of Lots:** 1  
**Present Zoning:** R-2, RD, SP-27  
**Comp Plan Present:** Level 2

SP-001966-2025 is a request for a Specific Use Permit for a proposed digital monument sign at a maximum of 12 feet tall and 60 square foot display area with monument base and architectural details, as shown in the attached exhibit. The property is zoned R-2, RD, and SP-27 and is located one-quarter mile north of New Orleans Street (101<sup>st</sup> Street), west of Aspen Avenue (145<sup>th</sup> E. Avenue). The proposed sign will be located on the east side of the property, along Aspen Avenue.

On January 18, 1982, the City Council approved SP-27, a Specific Use Permit for Church of St. Benedict, subject to platting. The plat for Church of Saint Benedict was recorded in Tulsa County on November 29, 1982. SP-001966-2025 was on the Planning Commission agenda of February 27, 2025, at which time it was continued to today's meeting. Planning Commission had concerns regarding the size of the digital display of the sign (originally proposed to be 13 feet tall and 80 square foot display area), and the applicant has subsequently submitted an updated exhibit with a reduced digital display size, as well as overall size.

In accordance with the zoning ordinance, permanent freestanding signs, which function as on-premises advertising and are located on a lot used for institutional uses, including places of assembly, may be constructed in residential districts as long as they do not exceed 32-square-feet of display are and do not exceed 8-feet in height. Per Section 5.7.E.2 of the zoning ordinance, increases in display surface area and height may be

requested through a PUD or Specific Use Permit.

SP-001966-2025 is a request for a Specific Use Permit for a freestanding sign with a maximum height of 12 feet and a maximum area of 60 square feet. The sign is proposed to include a 30.94-square-foot digital display, masonry base, and architectural details. The church's name will be included in a segment of the sign above the digital display.

Surrounding land uses and zoning classifications include the following:

North:	R-3	Single Family Residential
East:	R-3	Single Family Residential
South:	CN, PUD-43	Commercial
	RD, SP-153	Undeveloped
West:	R-2, RD	Single Family Residential, Residential Duplex

Places of assembly are permitted in any residential district with a Specific Use Permit by the zoning ordinance. Illuminated signs are permitted in residential districts, as part of an institutional use, such as a places of assembly, with a Specific Use Permit. SP-001966-2025 is therefore in accordance with the comprehensive plan and zoning ordinance.

**Attachments:** Case map  
Aerial map  
Comprehensive Plan  
Proposed Sign Detail

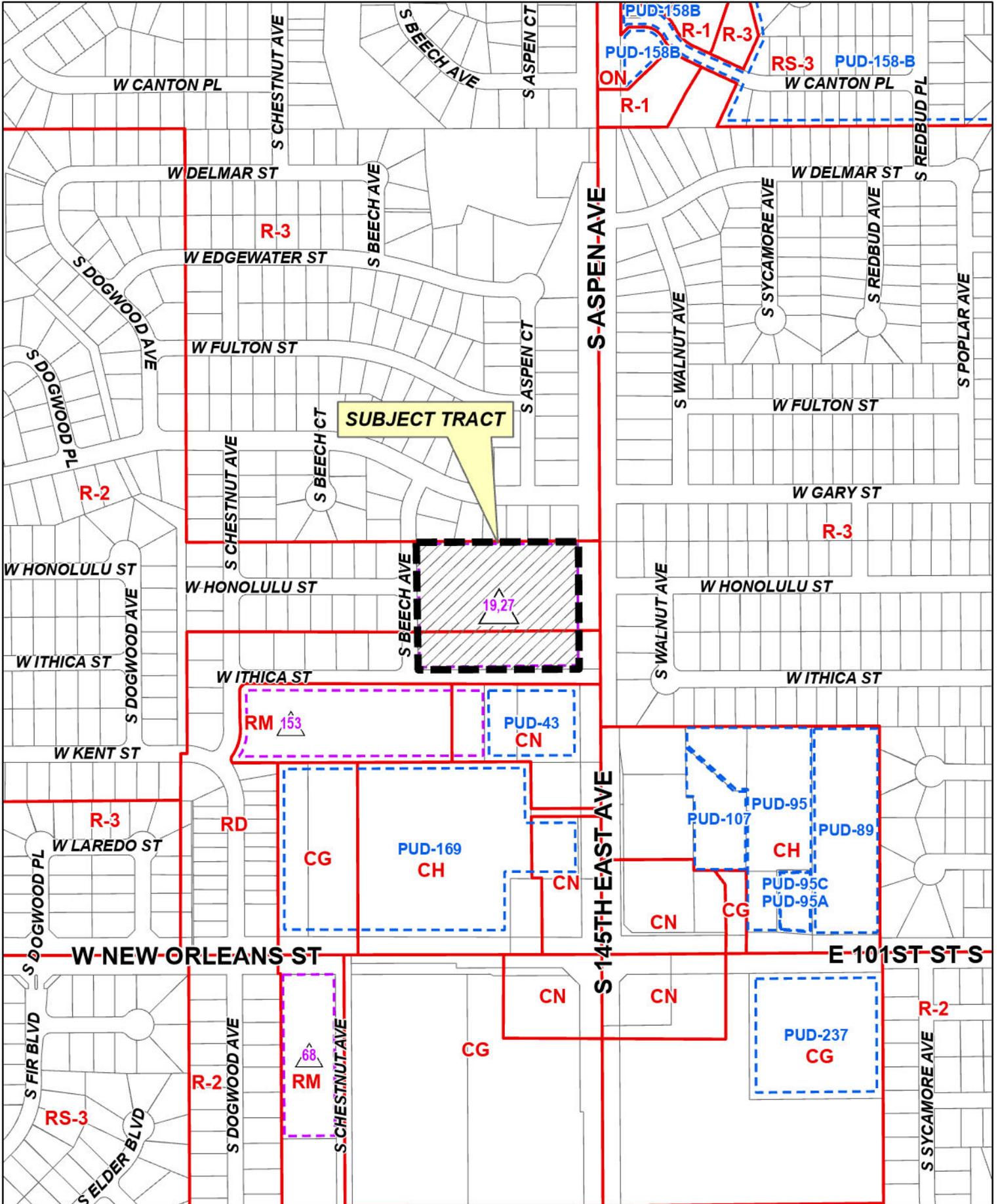
**Recommendation:**

Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that SP-001966-2025 be approved.

**Reviewed By:** Amanda Yamaguchi

**Approved By:** Rocky Henkel

MEH



**SUBJECT TRACT**

19,27

RM 153

PUD-43  
CN

PUD-169  
CH

PUD-107

PUD-95

PUD-89

CH

PUD-95C  
PUD-95A

PUD-237  
CG

300' Radius



Subject Tract

**SP-001966-2025**



21 18-14





**SUBJECT TRACT**

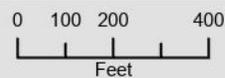


Note: Graphic overlays may not precisely align with physical features on the ground.  
Aerial Photo Date: 2023



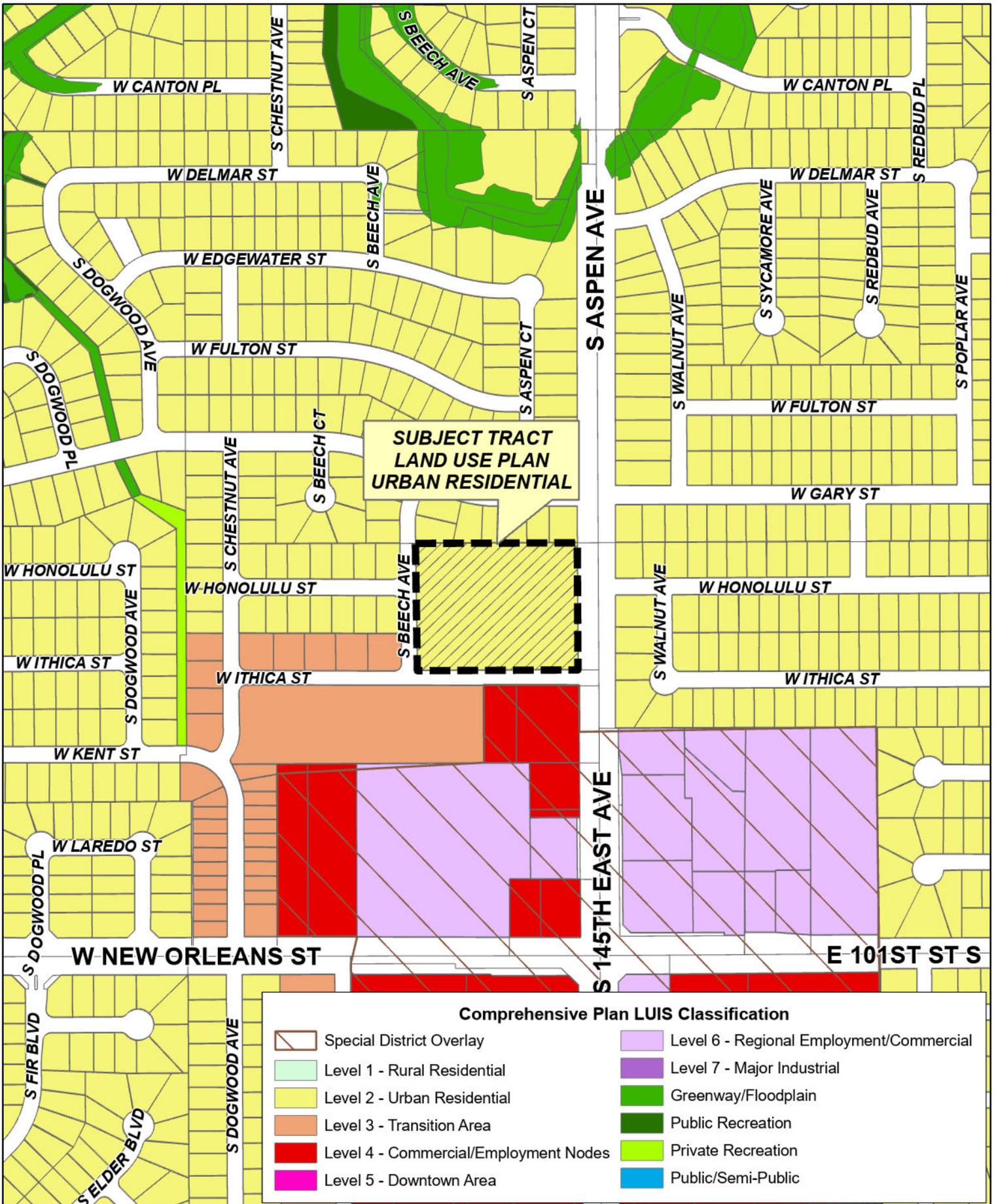
Subject Tract

**SP-001966-2025**



21 18-14





**Comprehensive Plan LUIS Classification**

 Special District Overlay	 Level 6 - Regional Employment/Commercial
 Level 1 - Rural Residential	 Level 7 - Major Industrial
 Level 2 - Urban Residential	 Greenway/Floodplain
 Level 3 - Transition Area	 Public Recreation
 Level 4 - Commercial/Employment Nodes	 Private Recreation
 Level 5 - Downtown Area	 Public/Semi-Public

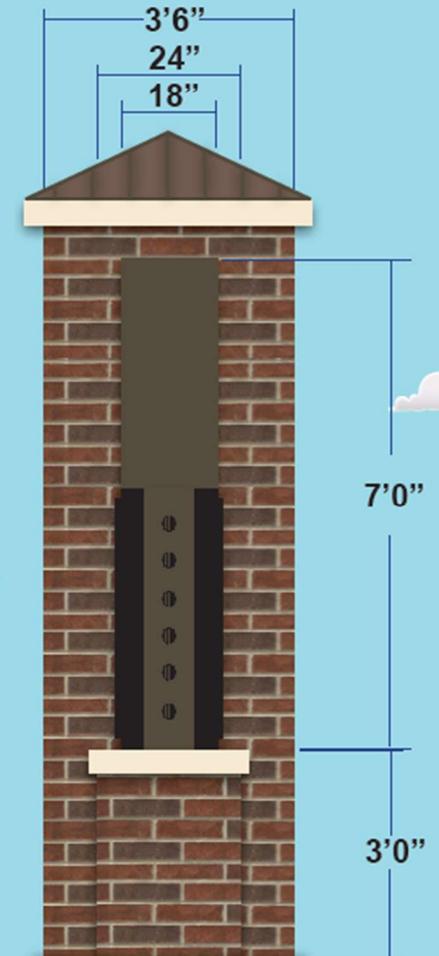
 300' Radius    
  Subject Tract    
**SP-001966-2025**    
 0 100 200 400 Feet    
 21 18-14    


Masonry provided and installed by Others

Front View



Side View  
Depth Subject to Change



LED Representation is detailing View from Ideal Viewing Distance

Aspen street view looking north showing approximate planned location of the Church of St. Benedict sign as proposed.



Small Existing Sign that will be moved to the corner of Ithica Street and South Beech



# City of Broken Arrow

## Request for Action

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**File #: 25-422, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Temporary Construction Easement consisting of 0.02 acres from the Nicole Fortin Revocable Trust, the owner, on property located at the northwest corner of Fir Avenue and Houston Street, Broken Arrow, Oklahoma, a tract of land that is located at 8417 South 8th Street East, Broken Arrow, Oklahoma 74011, in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the 8th Street & Natchez Culvert Replacement, Parcel 1.A. (Project No. SW21020)

**Background:**

The attached Temporary Construction Easement is being donated to the City of Broken Arrow from the Nicole Fortin Revocable Trust, the owner. Parcel 1.A consists of 0.02 acres of Temporary Construction Easement for the 8th Street & Natchez Culvert Replacement, a tract of land that is in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma.

**Cost:** \$0.00

**Funding Source:** 2018 General Obligation Bond

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

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

**Attachments:** Temporary Construction Easement

**Recommendation:**

Accept the Temporary Construction Easement

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

### SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 14<sup>th</sup> day of March 2025.

Nicole Fortin Revocable Trust

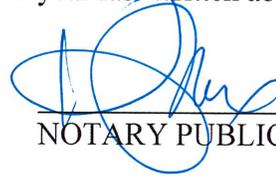
By: *Ken Fortin*  
Kenneth W. Fortin, Co-Trustee

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF TULSA )

14th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of March, 2025, personally appeared Kenneth W. Fortin, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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



  
NOTARY PUBLIC

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

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

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

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Engineer PAW Checked: 3/29/25  
Project: 8<sup>th</sup>/Natchez Culvert Replacement, Proj # SW21020 Parcel No. 1.A

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

Exhibit "A"

**FORTIN, NICOLE REV TR AND LILIANE E MASSE REV TR  
TEMPORARY CONSTRUCTION EASEMENT  
754.28 SQ FEET, OR 0.02 ACRES**

**LEGAL DESCRIPTION 1.A:**

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER SECTION OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 360674.5215 AND A EASTING OF 2625290.0157; THENCE WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 694.76' FEET, WITH A CHORD BEARING OF N 05°23'19.32" E., WITH A CHORD DISTANCE OF 10.07' FEET TO A POINT OF CURVATURE; THENCE N 88°48'13.11" E A DISTANCE OF 24.42' FEET; THENCE S 00°17'09.75" E A DISTANCE OF 30.00 FEET; THENCE S 88°46'52.56" W A DISTANCE OF 25.09' FEET; TO THE POINT OF COMMENCEMENT OF SAID TRACK OF LAND.

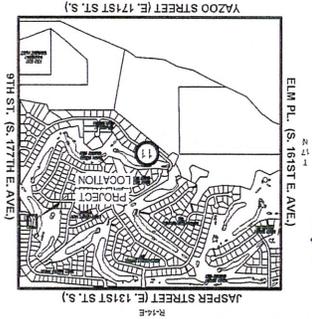
THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 752.28 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



**INDIAN SPRINGS MANOR ADDITION  
PARCEL #79795741158550 BLOCK 2 LOT 28  
SECTION 11 T17N, R14E TULSA COUNTY**

PARCEL 1.A  
PAGE 2 OF 2  
NOVEMBER 1ST 2024

**FORTIN, NICOLE REV TR AND LILIANE E MASSE REV TR  
 TEMPORARY CONSTRUCTION EASEMENT  
 754.28 SQ FEET, OR 0.02 ACRES**

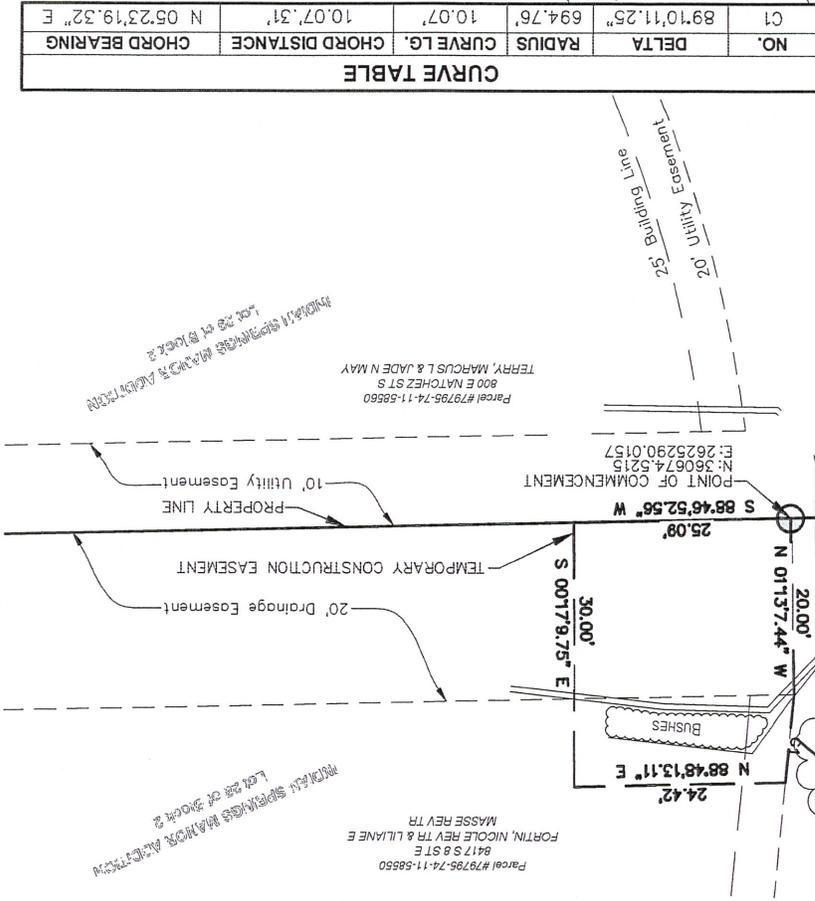


**OWNER:** FORTIN, NICOLE REV TR AND LILIANE E MASSE REV TR

**ADDRESS:** 8417 S. 8TH ST. E.  
 BROKEN ARROW, OK 74011

**STATEMENT OF BEARINGS:**

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



CURVE TABLE				
NO.	DELTA	RADIUS	CURVE LG.	CHORD DISTANCE
C1	89°10'11.25"	694.76'	10.07'	10.07', 31'
CHORD BEARING N 05°23'19.32" E				

**INDIAN SPRINGS MANOR ADDITION  
 PARCEL #79795741158550 BLOCK 2 LOT 28  
 SECTION 11 T17N, R14E TULSA COUNTY**

PARCEL 1.A  
 PAGE 2 OF 2  
 NOVEMBER 1ST 2024



**SOUTH 8TH STREET**



# City of Broken Arrow

## Request for Action

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**File #:** 25-384, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-01-2024**

**Title:**

Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002013-2025)

**Background:**

Eagle-1 Investments, LLC is dedicating an off-site utility easement required by the development of Brook Chase, a residential development which is currently under review by the City of Broken Arrow Planning & Development Division.

The dedication of the 0.54-acre utility easement shown in Exhibit A provides utility service across property which is planned to be platted as phase III of the Brook Chase development.

Staff has reviewed the documents and recommends acceptance of the utility easement.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.





EXHIBIT 'A'

15' Utility Easement  
Proposed Description

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDSES BY DARREL RAY MASON OKPLS 1690 ON JANUARY 22, 2025 AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST; THENCE NORTH 01°18'45" WEST A DISTANCE OF 1,420.14 FEET; THENCE NORTH 88°41'15" EAST A DISTANCE OF 282.67 FEET TO THE POINT OF BEGINNING; (L1) THENCE NORTH 01°18'45" WEST A DISTANCE OF 15.00 FEET; (L2) THENCE NORTH 88°41'15" EAST A DISTANCE OF 145.80 FEET; (L3) THENCE SOUTH 88°17'24" EAST A DISTANCE OF 50.07 FEET; (L4) THENCE NORTH 88°41'15" EAST A DISTANCE OF 133.97 FEET; (L5) THENCE SOUTH 01°18'45" EAST A DISTANCE OF 110.00 FEET; (L6) THENCE NORTH 88°41'15" EAST A DISTANCE OF 110.25 FEET; (L7) THENCE NORTH 61°18'07" EAST A DISTANCE OF 56.34 FEET; (L8) THENCE NORTH 88°46'22" EAST A DISTANCE OF 245.66 FEET; (L9) THENCE NORTH 52°41'46" EAST A DISTANCE OF 61.80 FEET; (L10) THENCE NORTH 88°46'22" EAST A DISTANCE OF 114.60 FEET; (L11) THENCE NORTH 01°18'45" WEST A DISTANCE OF 48.25 FEET; (L12) THENCE NORTH 88°46'22" EAST A DISTANCE OF 134.43 FEET; (L13) THENCE NORTH 81°01'38" EAST A DISTANCE OF 50.09 FEET; (L14) THENCE NORTH 88°46'22" EAST A DISTANCE OF 246.30 FEET;

(L15) THENCE SOUTH 01°18'45" EAST A DISTANCE OF 15.00 FEET; (L16) THENCE SOUTH 88°46'22" WEST A DISTANCE OF 245.31 FEET; (L17) THENCE SOUTH 81°01'38" WEST A DISTANCE OF 50.09 FEET; (L18) THENCE SOUTH 88°46'22" WEST A DISTANCE OF 113.42 FEET; (L19) THENCE SOUTH 01°18'45" EAST A DISTANCE OF 39.94 FEET; (L20) THENCE SOUTH 09°35'51" EAST A DISTANCE OF 8.40 FEET; (L21) THENCE SOUTH 88°46'22" WEST A DISTANCE OF 132.95 FEET; (L22) THENCE SOUTH 52°41'46" WEST A DISTANCE OF 61.80 FEET; (L23) THENCE SOUTH 88°46'22" WEST A DISTANCE OF 246.88 FEET; (L24) THENCE SOUTH 61°18'07" WEST A DISTANCE OF 56.33 FEET; (L25) THENCE SOUTH 88°41'15" WEST A DISTANCE OF 135.91 FEET; (L26) THENCE NORTH 01°18'45" WEST A DISTANCE OF 110.00 FEET; (L27) THENCE SOUTH 88°41'15" WEST A DISTANCE OF 112.37 FEET; (L28) THENCE NORTH 88°17'24" WEST A DISTANCE OF 50.07 FEET; (L29) THENCE SOUTH 88°41'15" WEST A DISTANCE OF 145.40 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 23,726 SQUARE FEET OR 0.54 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING SOUTH 88°45'03" WEST

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

 1/31/25  
Darrel Ray Mason PLS Date



OK PLS NO. 1690 - Expires August 31, 2026  
OK CA NO. 2483 - Expires June 30, 2025

PROJECT NO: 020-2615-A	<b>15' UTILITY EASEMENT</b>	<b>olsson</b> 1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT
DRAWN BY: MAV			1-2
DATE: 01.08.2025			103



# City of Broken Arrow

## Request for Action

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**File #: 25-385, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2024**

**Title:**

Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002014-2025)

**Background:**

Eagle-1 Investments, LLC is dedicating an off-site utility easement required by the development of Brook Chase, a residential development which is currently under review by the City of Broken Arrow Planning & Development Division.

The dedication of the 0.07-acre utility easement shown in Exhibit A provides utility service across property which is planned to be platted as phase III of the Brook Chase development.

Staff has reviewed the documents and recommends acceptance of the utility easement.

**Cost:** \$0

**Funding Source:** None

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

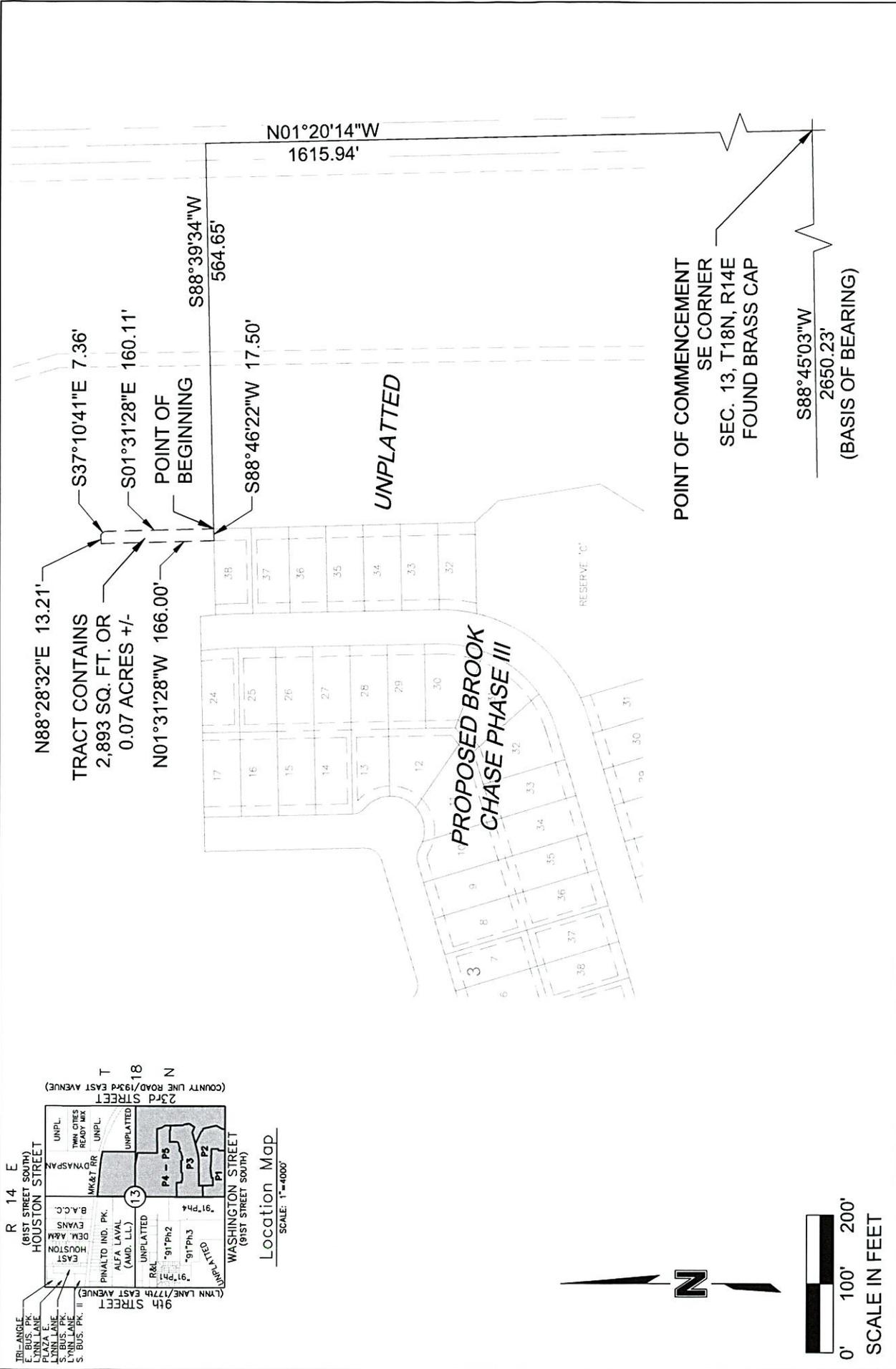
**Approved By:** City Manager's Office

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.





PROJECT NO: 020-2615-A DRAWN BY: MAV DATE: 01.08.2025	17.5' UTILITY EASEMENT	
	olsson® 1717 South Boulder Avenue Suite 600 Tulsa, OK 74119 olsson.com TEL: 918.376.4294 Olsson - Survey Oklahoma COA #2483	
EXHIBIT		1-1





# City of Broken Arrow

## Request for Action

---

**File #: 25-386, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2024**

**Title:**

Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002015-2025)

**Background:**

Eagle-1 Investments, LLC is dedicating an off-site utility easement required by the development of Brook Chase, a residential development which is currently under review by the City of Broken Arrow Planning & Development Division.

The dedication of the 0.08-acre utility easement shown in Exhibit A provides utility service across property which is planned to be platted as phase III of the Brook Chase development.

Staff has reviewed the documents and recommends acceptance of the utility easement.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.

UTILITY EASEMENT  
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey 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, maintaining, 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 Grantee may interfere with the construction of the applicable utilities.

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 have caused this instrument to be executed this 10<sup>th</sup> day of March 20 25

Dave Cocolin  
By Dave Cocolin  
Manager

State of Oklahoma )  
 ) ss.  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this 10<sup>th</sup> day of March 20 25, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 05/24/25

Mikel Vanover  
Notary Public

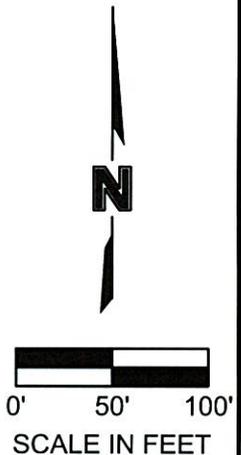
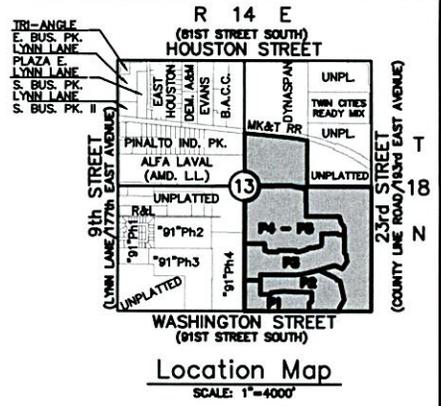
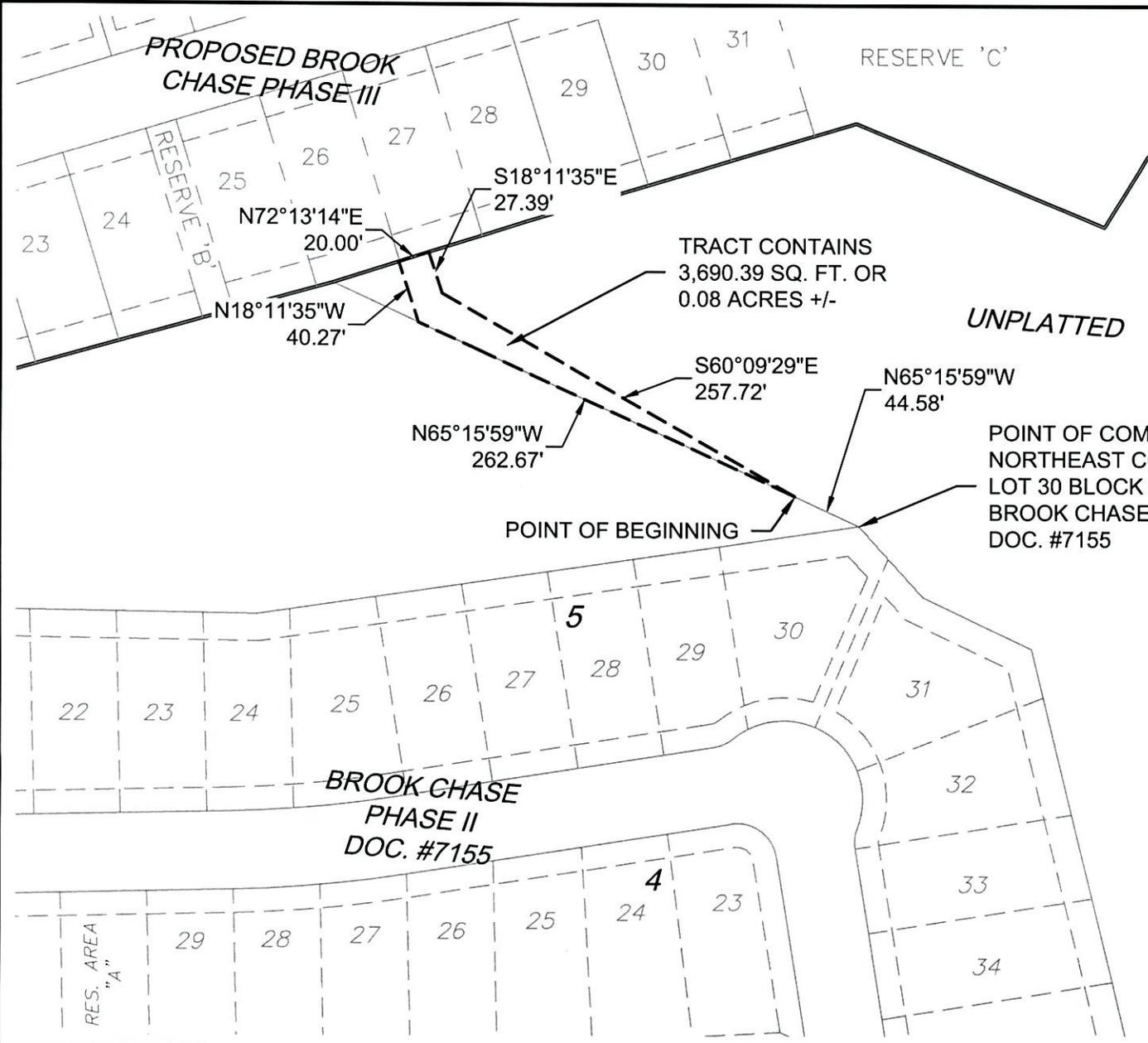


Approved as to Form:  
[Signature]  
Asst. City Attorney

Approved as to Substance:  
\_\_\_\_\_  
City Manager

Engineer: JPD checked: 3-18-25  
Project:

\\oa.ad.oaconsulting.com\fnis-rs1\projects\2020\2501-3000\020-2615-A\40-Design\AutoCAD\Final Plans\Sheets\SDNIC\_ESMNT01\_A202615.dwg  
DATE: Jan 31, 2025 11:37am USER: dmason



PROJECT NO: 020-2615-A  
 DRAWN BY: MAV  
 DATE: 01.08.2025

## 20' UTILITY EASEMENT

**olsson**<sup>®</sup>

1717 South Boulder Avenue  
 Suite 600  
 Tulsa, OK 74119  
 olsson.com  
 TEL 918.376.4294  
 Olsson - Survey  
 Oklahoma COA #2483

EXHIBIT  
 1-1

## 20' Utility Easement Proposed Description

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDSES BY DARREL RAY MASON OKPLS 1690 ON JANUARY 22, 2025 AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF LOT 30 BLOCK 5 OF BROOK CHASE PHASE II, DOC. #7155, FILED IN THE TULSA COUNTY CLERK'S OFFICE;

THENCE NORTH 65°15'59" WEST A DISTANCE OF 44.58 TO THE **POINT OF BEGINNING**;

THENCE NORTH 65°15'59" WEST A DISTANCE OF 262.67 FEET;

THENCE NORTH 18°11'35" WEST A DISTANCE OF 40.27 FEET;

THENCE NORTH 72°13'14" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 18°11'35" EAST A DISTANCE OF 27.39 FEET;

THENCE SOUTH 60°09'29" EAST A DISTANCE OF 257.72 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OF LAND CONTAINS 3,690.39 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING SOUTH 88°45'03" WEST

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

 1/31/25

Darrel Ray Mason PLS

Date



OK PLS NO. 1690 - Expires August 31, 2026

OK CA NO. 2483 - Expires June 30, 2025

PROJECT NO: 020-2615-A

DRAWN BY: MAV

DATE: 01.08.2025

### 20' UTILITY EASEMENT

1717 South Boulder Ave  
Suite 600  
Tulsa, OK 74119  
TEL 918.376.4294

EXHIBIT

1-2



# City of Broken Arrow

## Request for Action

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**File #: 25-387, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2024**

**Title:**

Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002016-2025)

**Background:**

Eagle-1 Investments, LLC is dedicating an off-site utility easement required by the development of Brook Chase, a residential development which is currently under review by the City of Broken Arrow Planning & Development Division.

The dedication of the 0.11-acre utility easement shown in Exhibit A provides utility service across property which is planned to be platted as phase III of the Brook Chase development.

Staff has reviewed the documents and recommends acceptance of the utility easement.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.

UTILITY EASEMENT  
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey 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, maintaining, 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 Grantee may interfere with the construction of the applicable utilities.

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 have caused this instrument to be executed this 10<sup>th</sup> day of March 20 25

Dave Cocolin  
By Dave Cocolin  
Manager

State of Oklahoma )  
 ) ss.  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this 10<sup>th</sup> day of March 20 25, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 05/24/25

Mikel Vanover

Notary Public

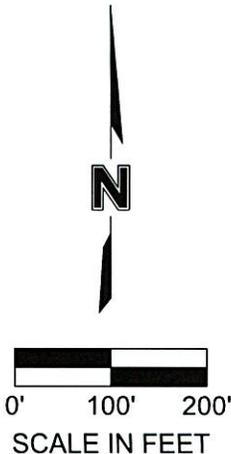
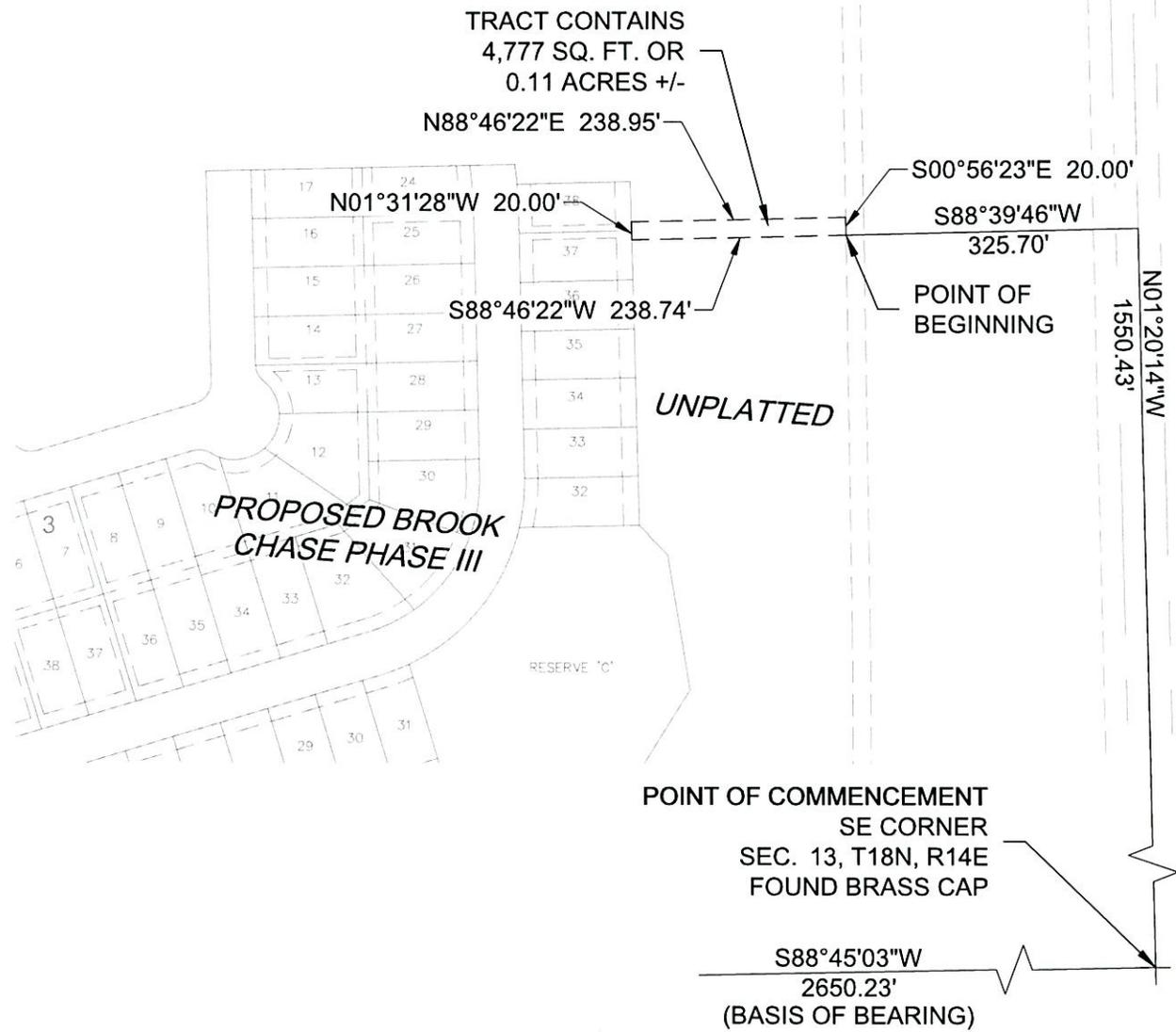
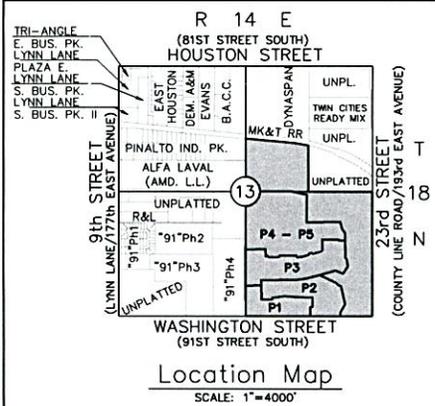
Approved as to Form:  
[Signature]  
Asst. City Attorney

Approved as to Substance:  
\_\_\_\_\_  
City Manager

Engineer: JDD checked: 3-18-25  
Project:



I:\2020\2501-3000\020-2615-A\40-Design\AutoCAD\Final Plans\Sheets\SDNIC\_ESMNT02\_A202615.dwg  
 DATE: Jan 22, 2025 9:46am USER: mvanover



PROJECT NO:	020-2615-A
DRAWN BY:	MAV
DATE:	01.08.2025

## 20' UTILITY EASEMENT



1717 South Boulder Avenue  
 Suite 600  
 Tulsa, OK 74119  
 olsson.com  
 TEL 918.376.4294  
 Olsson - Survey  
 Oklahoma COA #2483

EXHIBIT
1-1

EXHIBIT 'A'  
20' Utility Easement  
Proposed Description

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDSES BY DARREL RAY MASON OKPLS 1690 ON JANUARY 22, 2025 AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST;

THENCE NORTH 01°20'14" WEST A DISTANCE OF 1,550.43 FEET;

THENCE SOUTH 88°39'46" WEST A DISTANCE OF 325.70 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°46'22" WEST A DISTANCE OF 238.74 FEET;

THENCE NORTH 01°31'28" WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 88°46'22" EAST A DISTANCE OF 238.95 FEET;

THENCE SOUTH 00°56'23" EAST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OF LAND CONTAINS 4,777 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING SOUTH 88°45'03" WEST

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

*Darrel Ray Mason*

*1/31/25*

Darrel Ray Mason PLS

Date



OK PLS NO. 1690 - Expires August 31, 2026

OK CA NO. 2483 - Expires June 30, 2025

PROJECT NO: 020-2615-A	<b>20' UTILITY EASEMENT</b>	<b>olsson</b>	EXHIBIT
DRAWN BY: MAV			1-2
DATE: 01.08.2025			115

1717 South Boulder Ave  
Suite 600  
Tulsa, OK 74119  
TEL 918.376.4294



# City of Broken Arrow

## Request for Action

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**File #: 25-388, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2024**

**Title:**

Acceptance of a Utility Easement from Eagle-1 Investments, LLC, on property located one-quarter mile north of Washington Street (91st Street), one-third mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 13, T18N, R14E) (EASE-002017-2025)

**Background:**

Eagle-1 Investments, LLC is dedicating an off-site utility easement required by the development of Brook Chase, a residential development which is currently under review by the City of Broken Arrow Planning & Development Division.

The dedication of the 0.07-acre utility easement shown in Exhibit A provides utility service across property which is planned to be platted as phase III of the Brook Chase development.

Staff has reviewed the documents and recommends acceptance of the utility easement.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Utility Easement Dedication  
Exhibit A

**Recommendation:**

Accept the utility easement.

UTILITY EASEMENT  
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey 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, maintaining, 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 Grantee may interfere with the construction of the applicable utilities.

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 have caused this instrument to be executed this 10<sup>th</sup> day of March 20 25

Dave Cocolin  
By Dave Cocolin  
Manager

State of Oklahoma )  
 ) ss.  
County of Tulsa )

Before me, the undersigned, a Notary Public within and for said County and State, on this 10<sup>th</sup> day of March 20 25, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires: 05/24/25

Mikel Vanover  
Notary Public



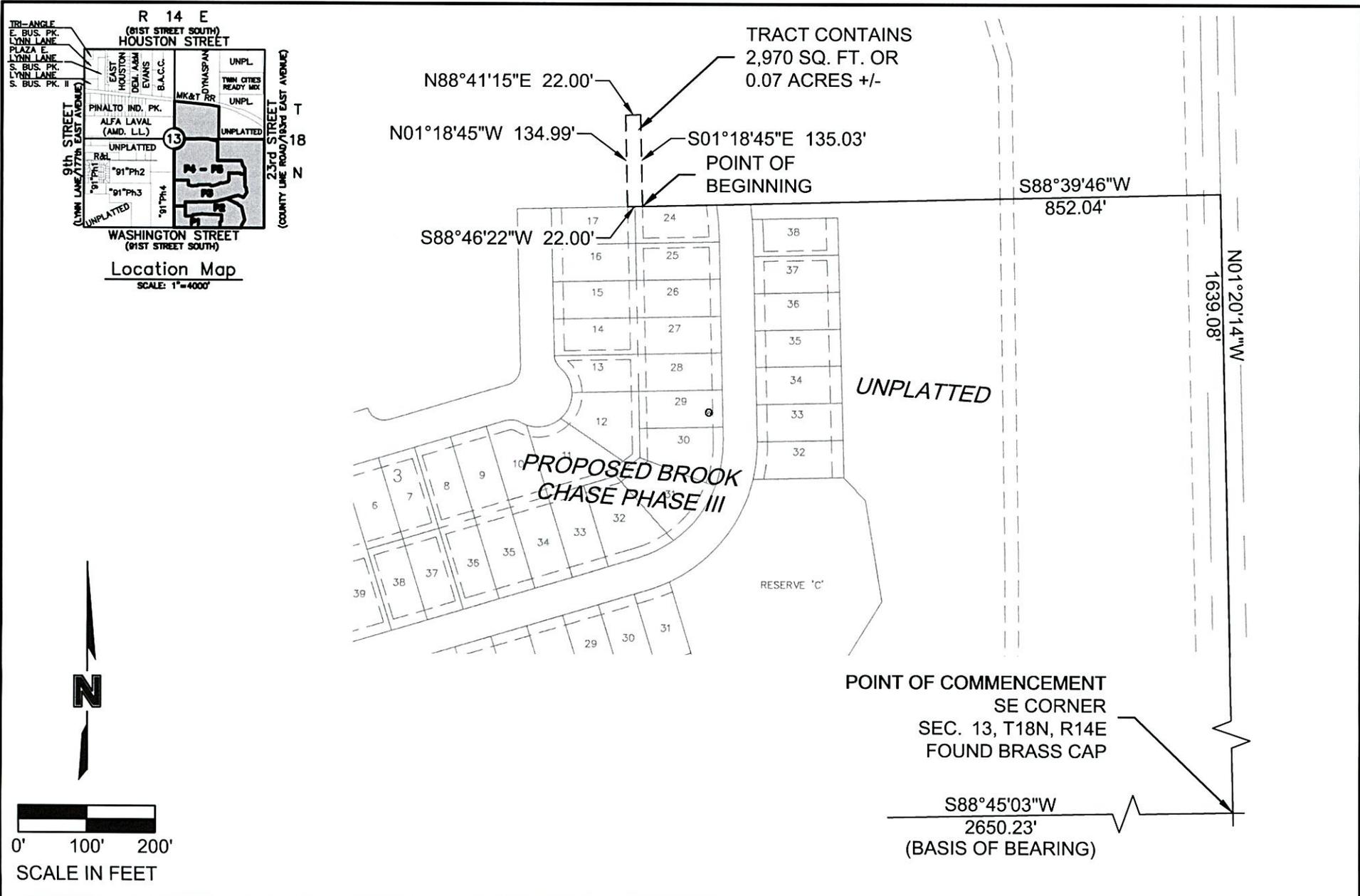
Approved as to Form:  
[Signature]  
Asst. City Attorney

Approved as to Substance:  
\_\_\_\_\_  
City Manager

Engineer: SPP checked: 3-18-25  
Project:

I:\oa.ad\oaconsulting.com\finis-ns\1\projects\2020\2501-3000\020-2615-A\40-Design\AutoCAD\Final Plans\Sheets\SDNIC\_ESMINT02\_A202615.dwg  
 DATE: Jan 31, 2025 9:34am USER: dmason

118



PROJECT NO: 020-2615-A
DRAWN BY: MAV
DATE: 01.08.2025

## 22' UTILITY EASEMENT

**olsson**<sup>®</sup>

1717 South Boulder Avenue  
 Suite 600  
 Tulsa, OK 74119  
 olsson.com  
 TEL 918.376.4294  
 Olsson - Survey  
 Oklahoma COA #2483

EXHIBIT
1-1

EXHIBIT 'A'  
22' Utility Easement  
Proposed Description

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDSES BY DARREL RAY MASON OKPLS 1690 ON JANUARY 22, 2025 AS FOLLOWS:

**COMMENCING** AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST;

THENCE NORTH 01°20'14" WEST A DISTANCE OF 1,639.08 FEET;

THENCE SOUTH 88°39'46" WEST A DISTANCE OF 852.04 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 88°46'22" WEST A DISTANCE OF 22.00 FEET;

THENCE NORTH 01°18'45" WEST A DISTANCE OF 134.99 FEET;

THENCE NORTH 88°41'15" EAST A DISTANCE OF 22.00 FEET;

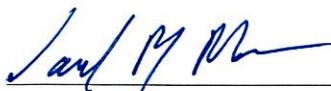
THENCE SOUTH 01°18'45" EAST A DISTANCE OF 135.03 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OF LAND CONTAINS 2,970 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, WITH THE SOUTH LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA BEARING SOUTH 88°45'03" WEST

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors



Darrel Ray Mason PLS



Date



OK PLS NO. 1690 - Expires August 31, 2026

OK CA NO. 2483 - Expires June 30, 2025

PROJECT NO: 020-2615-A	<b>22' UTILITY EASEMENT</b>		EXHIBIT
DRAWN BY: MAV			1-2
DATE: 01.08.2025			119

1717 South Boulder Ave  
Suite 600  
Tulsa, OK 74119  
TEL 918.376.4294



# City of Broken Arrow

## Request for Action

---

**File #: 25-378, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Utility Easement from GASB Properties, LLC, an Oklahoma limited liability company, the owner, on property located at 11822 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 20.0 for the Melinda Park Sanitary Sewer Improvements. Project No. S.23030

**Background:**

The attached Utility Easement is being conveyed to the City of Broken Arrow from GASB Properties, LLC, an Oklahoma limited liability company. Parcel 20.0 consists of 416 square feet of Utility Easement in the Northwest Quarter Section 5, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. This donation is for the Melinda Park Sanitary Sewer Improvements (Project No. S.23030).

A copy of the signed Utility Easement is attached.

**Cost:** \$0

**Funding Source:** N/A

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

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

**Attachments:** Utility Easement

**Recommendation:**

Accept the Utility Easement.

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

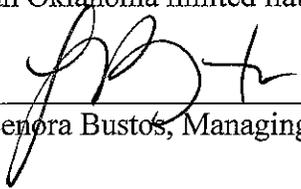
PROVIDED, that the said Grantor, his/her heirs, executors, administrators, and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors, or assigns.

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 12<sup>th</sup> day of March, 2024.

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

GASB Properties, LLC,  
an Oklahoma limited liability company

  
Lenora Bustos, Managing Member



**PERMANENT EASEMENT**

**Parcel: 20.0**



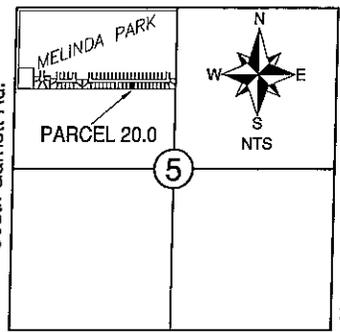
0 10 20

Scale 1 Inch / 20 Feet

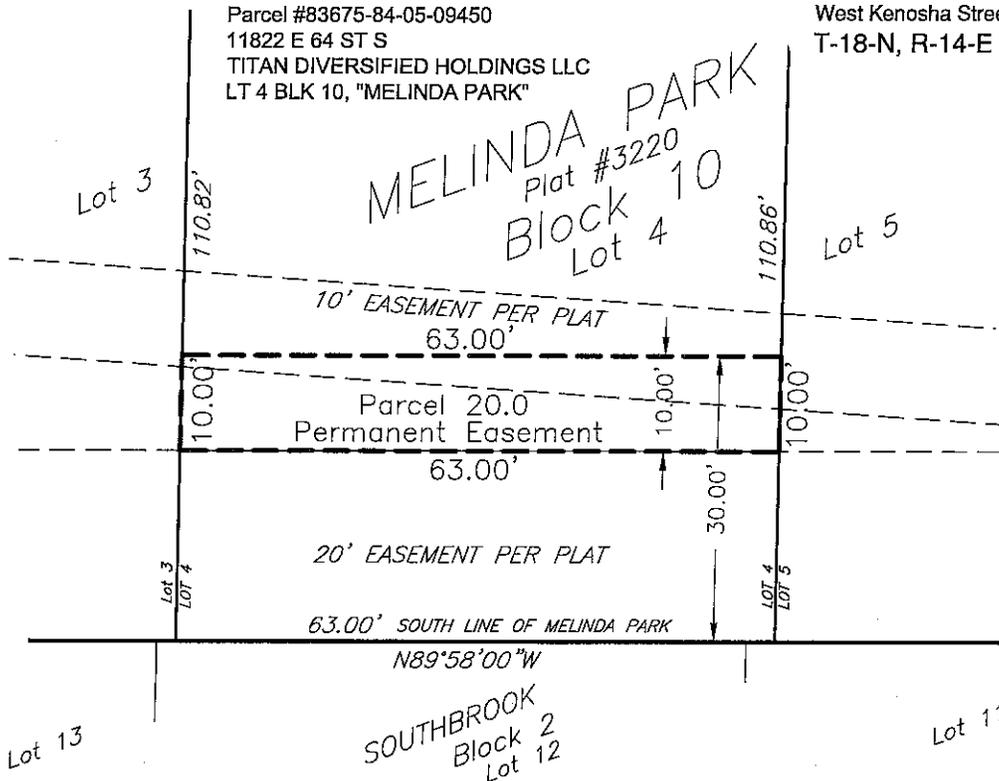
Bearings based on the platted lines of  
"MELINDA PARK" Plat #3220, Tulsa County

Parcel #83675-84-05-09450  
11822 E 64 ST S  
TITAN DIVERSIFIED HOLDINGS LLC  
LT 4 BLK 10, "MELINDA PARK"

West Albany Street (E. 61st Street S.)



West Kenosha Street (E. 71st St. S.)  
T-18-N, R-14-E Tulsa County



**Parcel 20.0 Legal Description**

A Tract of Land that is the North 10.00 feet of the South 30.00 feet of Lot Four (4) of Block Ten (10), "MELINDA PARK" an addition to the City of Broken Arrow, Oklahoma, filed as Plat #3220 at the office of the Tulsa County Clerk.

Gross area within Lot, 630 Square Feet or 0.0145 Acres

Net area without existing easement, 416 Square Feet or 0.0096 Acres

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika, Oklahoma PLS No. 1603

Russell M. Muzika  
Okla. PLS No. 1603  
GEODECA LLC



**Exhibit A**



GEODECA LLC  
P.O.Box 33012, Tulsa, Ok. 74153  
918 949 4064  
CA # 5524 exp 6/30/2024

TITAN DIVERSIFIED HOLDINGS LLC	PERMANENT EASEMENT
11822 East 64th Street South	Parcel: 20.0
Lot 4, Block 10, "MELINDA PARK"	Revision: 0
Gross Area: 630 Sq.Ft. or 0.0145 Acres	Date: December 21st, 2023
Net Area: 416 Sq. Ft. or 0.0096 Acres	



# City of Broken Arrow

## Request for Action

---

**File #: 25-421, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Utility Easement from Grand Slam Enterprises, LLC, an Oklahoma Limited Liability Company, on property located near 16006 East 131st Street South, Broken Arrow, Oklahoma 74011, located in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Parcel 3.1 for the 8th Street & Natchez Culvert Replacement. (Project No. SW21020)

**Background:**

The attached Utility Easement is being conveyed to the City of Broken Arrow, from Grand Slam Enterprises, LLC, an Oklahoma Limited Liability Company, the owner. Parcel 3.1 consists of 2,543 Square Feet of Utility Easements in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. This donation is for the 8th Street & Natchez Culvert Replacement, Parcel 3.1, (Project No. SW21020).

A copy of the signed Utility Easement is attached.

**Cost:** \$0

**Funding Source:** 2018 GO Bond

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

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

**Attachments:** Utility Easement

**Recommendation:**

Accept the Utility Easement.

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GRAND SLAM ENTERPRISES LLC**, an Oklahoma limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar (\$1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in 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 20 day of March, 2025.

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

GRAND SLAM ENTERPRISES LLC.,  
an Oklahoma limited liability company

By:   
Tyler Yoak, Managing Member and  
President of Indian Springs Country Club

STATE OF OKLAHOMA )  
 ) §  
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of March, 2024, personally appeared Tyler Yoak, 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.



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

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

  
\_\_\_\_\_  
NOTARY PUBLIC

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

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Engineer PPW Checked: 3/29/25  
Project: 8<sup>th</sup>/Natchez Stormwater Improvements Project # SW21020 Parcel 3.1

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

**LEGAL DESCRIPTION:**

A TRACT OF LAND THAT IS A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

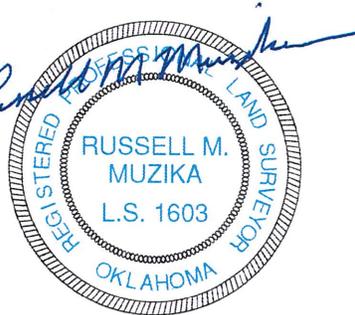
COMMENCING AT THE CORNER OF THE WESTERLY LINE OF THE RIGHT OF WAY FOR SOUTH 8th STREET AND EAST NATCHEZ STREET, DEDICATED BY THE PLAT "INDIAN SPRINGS MANOR ADDITION", FILED AS PLAT NO. 4041 AT THE OFFICE OF THE TULSA COUNTY CLERK; THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE, N06°46'43"E A DISTANCE OF 24.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE, N06°46'43"E A DISTANCE OF 97.08 FEET; THENCE N87°10'08"W A DISTANCE OF 29.85 FEET; THENCE S02°32'04"W A DISTANCE OF 96.85 FEET; THENCE S87°10'08"E A DISTANCE OF 22.67 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 2543 SQUARE FEET OR 0.0584 ACRES.

BEARINGS BASED ON THE PLAT OF "INDIAN SPRINGS MANOR ADDITION".

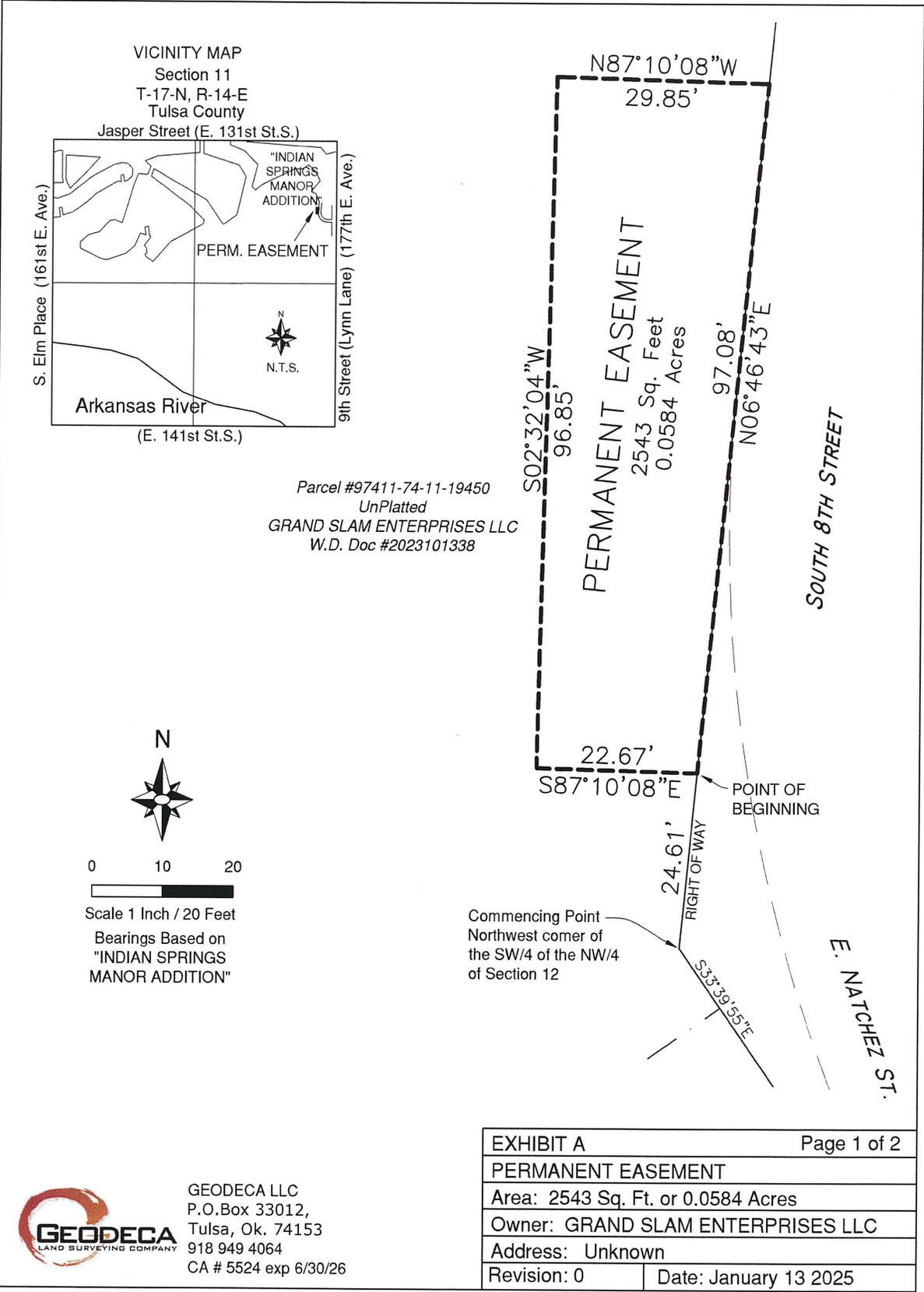
This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika,  
Oklahoma PLS No. 1603

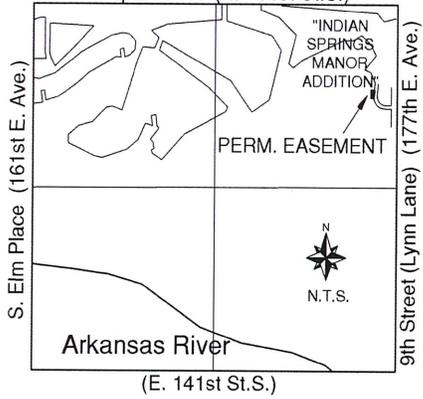


GEODECA LLC  
P.O. Box 33012,  
Tulsa, Ok. 74153  
918 949 4064  
CA # 5524 exp 6/30/26

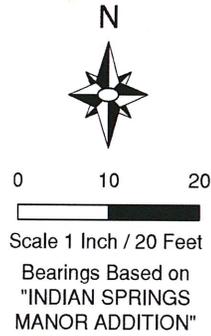
EXHIBIT A	Page 2 of 2
PERMANENT EASEMENT	
Area: 2543 Sq. Ft. or 0.0584 Acres	
Owner: GRAND SLAM ENTERPRISES LLC	
Address: Unknown	
Revision: 0	Date: January 13 2025



VICINITY MAP  
 Section 11  
 T-17-N, R-14-E  
 Tulsa County  
 Jasper Street (E. 131st St.S.)



Parcel #97411-74-11-19450  
 UnPlatted  
 GRAND SLAM ENTERPRISES LLC  
 W.D. Doc #2023101338



Commencing Point  
 Northwest corner of  
 the SW/4 of the NW/4  
 of Section 12

EXHIBIT A	Page 1 of 2
PERMANENT EASEMENT	
Area: 2543 Sq. Ft. or 0.0584 Acres	
Owner: GRAND SLAM ENTERPRISES LLC	
Address: Unknown	
Revision: 0	Date: January 13 2025



# City of Broken Arrow

## Request for Action

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**File #: 25-379, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Utility Easement from Virginia M. Rawson, the owner, on property located at 11612 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 12.0 for the Melinda Park Sanitary Sewer Improvements. Project No. S.23030

**Background:**

The attached Utility Easement is being conveyed to the City of Broken Arrow from Virginia M. Rawson. Parcel 12.0 consists of 635 square feet of Utility Easement in the Northwest Quarter Section 5, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. This donation is for the Melinda Park Sanitary Sewer Improvements (Project No. S.23030).

A copy of the signed Utility Easement is attached.

**Cost:** \$0

**Funding Source:** N/A

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

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

**Attachments:** Utility Easement

**Recommendation:**

Accept the Utility Easement.

**UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **VIRGINIA M. RAWSON**, also known as Virginia M. Kindle, 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 12 day of March, 2025.

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

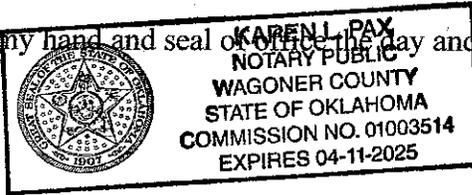
  
Virginia M. Rawson

STATE OF OKLAHOMA )

COUNTY OF WAGONER<sup>S</sup>

12th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of March 2025, personally appeared Virginia M. Rawson, 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.



*[Handwritten Signature]*  
NOTARY PUBLIC

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

*[Handwritten Signature]*  
Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Checked: 3/14/25  
Project: Melinda Park Sewer Improvement S.23030 Parcel No. 12

**PERMANENT EASEMENT**

**Parcel: 12.0**



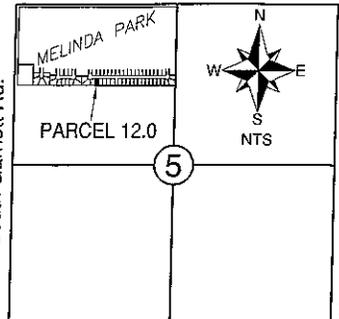
0 10 20

Scale 1 Inch / 20 Feet

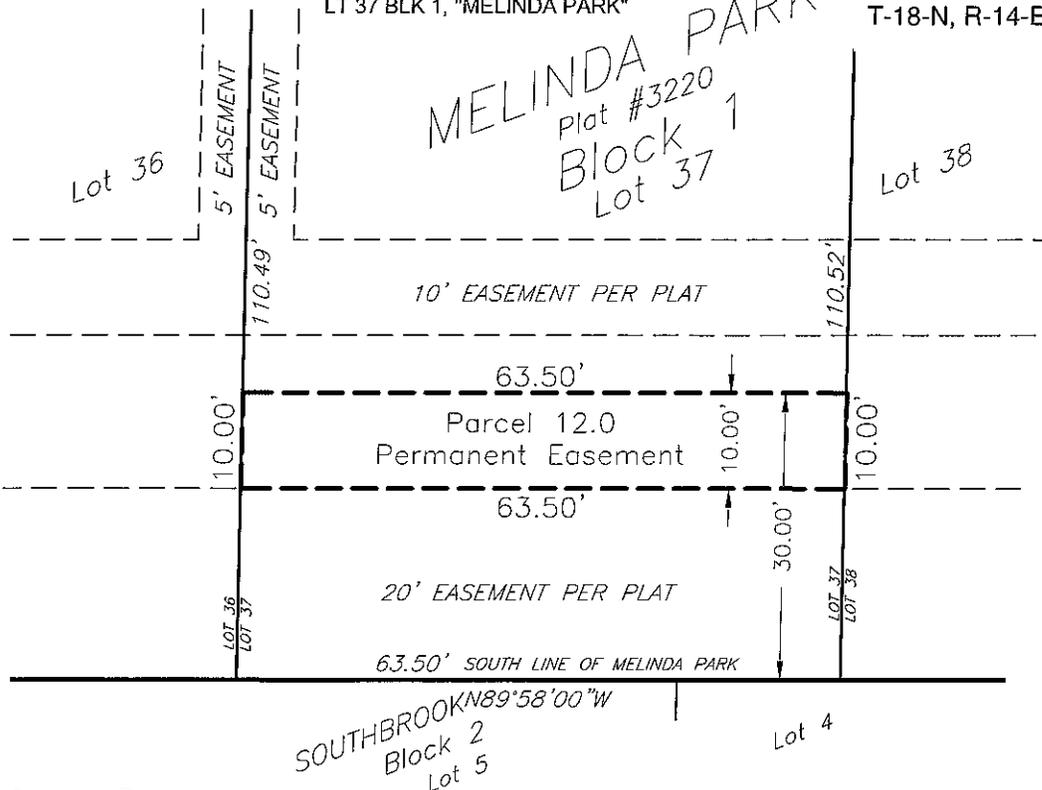
Bearings based on the platted lines of "MELINDA PARK" Plat #3220, Tulsa County

Parcel #83675-84-05-06810  
11612 E 64 ST S  
RAWSON, VIRGINIA M  
LT 37 BLK 1, "MELINDA PARK"

West Albany Street (E. 61st Street S.)



West Kenosha Street (E. 71st St. S.)  
T-18-N, R-14-E Tulsa County



**Parcel 12.0 Legal Description**

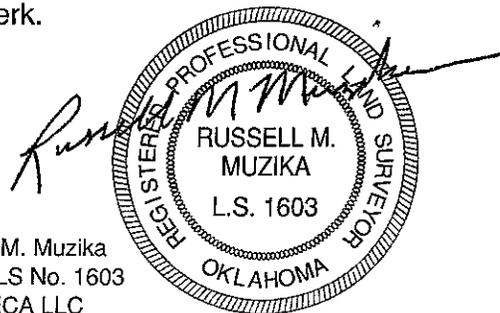
A Tract of Land that is the North 10.00 feet of the South 30.00 feet of Lot Thirty-Seven (37) of Block One (1), "MELINDA PARK" an addition to the City of Broken Arrow, Oklahoma, filed as Plat #3220 at the office of the Tulsa County Clerk.

Gross area within Lot, 635 Square Feet or 0.0146 Acres

Net area without existing easement, 635 Square Feet or 0.0146 Acres

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.

Prepared by Russell M. Muzika, Oklahoma PLS No. 1603



Russell M. Muzika  
Okla. PLS No. 1603  
GEODECA LLC

2023.12.21 16:23:36 -06'00'

**Exhibit A**



GEODECA LLC  
P.O.Box 33012, Tulsa, Ok. 74153  
918 949 4064  
CA # 5524 exp 6/30/2024

RAWSON, VIRGINIA M	PERMANENT EASEMENT
11612 East 64th Street South	Parcel: 12.0
Lot 37, Block 1, "MELINDA PARK"	Revision: 0
Gross Area: 635 Sq.Ft. or 0.0146 Acres	Date: December 21st, 2023
Net Area: 635 Sq. Ft. or 0.0146 Acres	



# City of Broken Arrow

## Request for Action

---

**File #: 25-375, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Water Line Easement from Forest Ridge Development Limited Partnership, on a portion of property located approximately one-half mile south of Kenosha Street (71st Street), west of Midway Road (257th East Avenue), Wagoner County, State of Oklahoma, (Section 10, T18N, R15E) (EASE-002027-2025)

**Background:**

Forest Ridge Development Limited Partnership is dedicating a water line easement for purposes of providing water service to a building expansion currently under review. The proposed water line easement is shown as Exhibit A.

Staff has reviewed the documents and recommends acceptance of the water line easement dedication.

**Cost:** \$0

**Funding Source:** None

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

**Approved By:** City Manager Office

**Attachments:** Water Line Easement Dedication  
Exhibit A

**Recommendation:**

Accept the water line easement.

**NON-EXCLUSIVE  
WATER LINE EASEMENT  
(Ridge Club Expansion-Tennis Easements)  
(WATER LINE EASEMENT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That **Forest Ridge Development Limited Partnership**, an Oklahoma Limited Partnership, (“Grantor”), the owner of the legal and equitable title to the following described real estate situated in City of Broken Arrow, Wagoner County, State of Oklahoma, in consideration of the sum of One and no/100 Dollars in hand paid, receipt of which is hereby acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Wagoner County, Oklahoma, a municipal corporation, its successors and assigns, (“Grantee”) a non-exclusive WATER LINE EASEMENT over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma, to wit:

**(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)**

**A tract of land that is part of the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:**

**See Exhibit “A**

**(“Easement Area”)**

with right of ingress and egress to and from the same, for a ten foot (10') water line and appurtenances for the purpose of permitting the City of Broken Arrow to construct such water line and appurtenances thereon, through, over, under, and across such Easement Area, together with all necessary and convenient appurtenances thereto. The City of Broken Arrow, 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 such Easement Area for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining such water line and appurtenances, and for the purpose of enabling the City of Broken Arrow to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

Grantor agrees not to build, construct or permit any buildings, structure, wall (parallel to such water line) or other above ground obstruction will be placed, erected, installed or permitted upon the Easement

Forest Ridge Development Limited Partnership  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 1

H:\00-Data-ROB\FR-Ridge Club Expansion\Easements\TRC-City of BA.Tennis Easements.Water Line Easement.Forest Ridge.2025-01-31.wpd

area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water line and mains, gas lines, electrical lines, and other public or private service facilities across such Easement Area.

Other than the normal restoration and replacement usually done and determined by City of Broken Arrow, Grantor is responsible for the repair or replacement of Grantor's improvements as a result of any necessary repair, maintenance or replacement of the City of Broken Arrows's utilities with in the Easement Area.

There is further granted the right to remove any tree or parts of trees in the Easement Area which, in the judgment of the City of Broken Arrow, may interfere with the construction of the applicable water line.

There shall be no above-ground or other facilities located upon the Easement Area by Grantee.

The Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating or removing such line of pipe.

**PROVIDED**, that the Grantor, **Forest Ridge Development Limited Partnership**, its successors and assigns, shall fully use and enjoy the premises except as may be necessary for the purposes herein granted to The City of Broken Arrow, Oklahoma, its successors or assigns.

**TO HAVE AND TO HOLD** such non-exclusive easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, until such water line shall be abandoned or removed. It is mutually agreed between the parties that failure by the Grantee to use the Easement herein granted thereunder for the purposes herein granted by the Grantor for a period of six (6) consecutive months, will be deemed by all of the parties as conclusive evidence of abandonment and thereafter, at Grantee's expense, prepare and file of record in the office of the county Clerk in the County in which the Easement is located a full, complete and formal Release of the Easement, and if not filed within thirty (30) days, this water line shall automatically terminate, and upon request of the Grantor, the Grantee shall remove such water line easement and appurtenances at Grantee's sole cost and expense.

*(Signature pages attached.)*

Forest Ridge Development Limited Partnership  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 2

H:\00-Data-ROB\FR-Ridge Club Expansion\Easements\TRC-City of BA.Tennis Easements.Water Line Easement.Forest Ridge.2025-01-31.wpd



Engineer \_\_\_\_\_ Checked \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_  
City Manager

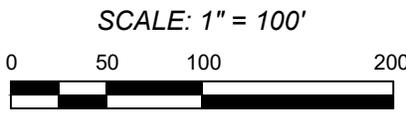
Forest Ridge Development Limited Partnership  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 4

H:\00-Data-ROB\FR-Ridge Club Expansion\Easements\TRC-City of BA.Tennis Easements.Water Line Easement.Forest Ridge.2025-01-31.wpd

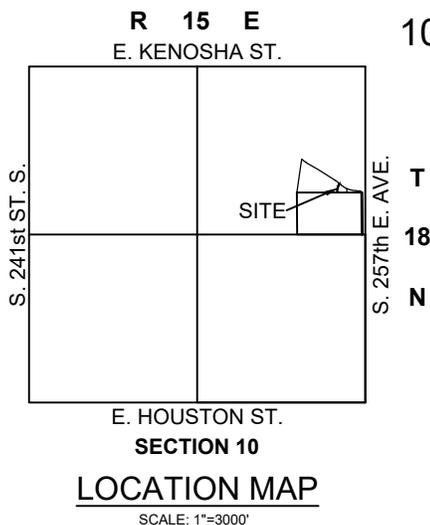
# PLAT OF SURVEY 10' WIDE WATERLINE EASEMENT EXHIBIT "A"

PAGE 1 of 2

LINE	BEARING	DISTANCE
L1	N 01°27'56" W	799.44'
L2	S 88°51'33" W	428.68'
L3	S 88°51'33" W	10.00'
L4	N 01°20'05" W	59.78'
L5	N 21°09'55" E	46.34'
L6	N 32°24'55" E	44.96'
L7	S 32°24'55" W	41.96'
L8	S 21°09'55" W	43.37'
L9	S 01°20'05" E	57.82'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	400.00'	4.84'	S 46°10'26" E	4.84'
C2	362.00'	5.36'	S 46°15'03" E	5.36'



### SURVEYOR'S NOTES

- ◆ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP OR MAG NAIL W/ "EASEMNT CA 5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

### INDEX

PLAT OF SURVEY..... SHEET 1  
LEGAL DESCRIPTION....SHEET 2

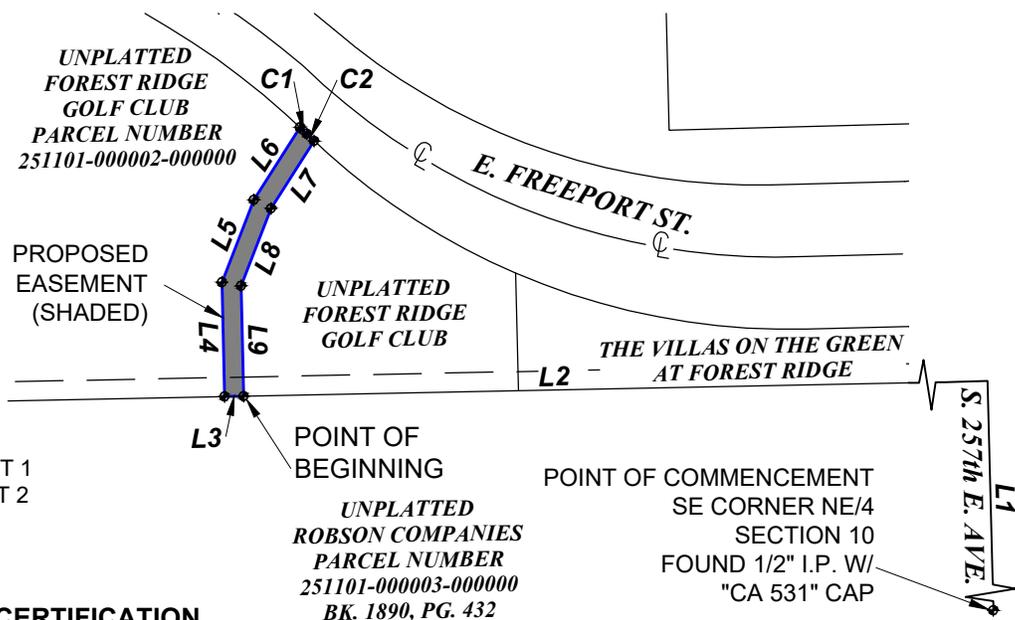
### SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 10' WIDE WATERLINE EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JANUARY 15, 2025.

WITNESS MY HAND AND SEAL THIS 10th DAY OF FEBRUARY, 2025.

**FRITZ LAND SURVEYING, LLC**  
524 EAST MAIN STREET, JENKS, OK 74037  
PH: 918-528-5121  
FRITZLANDSURVEYING@GMAIL.COM  
C.A. # 5848 EXPIRES: 6-30-2026  
FLS 24179

ANDY FRITZ, PLS  
OK LIC. 1694  
CA #5848 EXP. 06.30.2026



**LEGAL DESCRIPTION  
10' WIDE WATERLINE EASEMENT  
EXHIBIT "A"**

PAGE 2 of 2

**PARENT TRACT - PARCEL NUMBER 251101-000002-000000**

**LEGAL DESCRIPTION - PROPOSED 10' WIDE WATERLINE EASEMENT**

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TEN (10), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHEAST CORNER OF THE NE/4 OF SAID SECTION 10;  
THENCE NORTH 01°27'56" WEST ALONG THE EAST LINE THEREOF 799.44 FEET;  
THENCE SOUTH 88°51'33" WEST 428.68 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°51'33" WEST 10.00 FEET;  
THENCE NORTH 01°20'05" WEST 59.78 FEET;  
THENCE NORTH 21°09'55" EAST 46.34 FEET;  
THENCE NORTH 32°24'55" EAST 44.96 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST FREEPORT STREET;  
THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE FOLLOWING A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 4.84 FEET, A CHORD BEARING OF SOUTH 46°10'26" EAST AND A CHORD LENGTH OF 4.84 FEET TO A POINT OF REVERSE CURVATURE;  
THENCE SOUTHEASTERLY AND CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 362.00 FEET, AN ARC LENGTH OF 5.36 FEET, A CHORD BEARING OF SOUTH 46°15'03" EAST AND A CHORD LENGTH OF 5.36 FEET;  
THENCE SOUTH 32°24'55" WEST AND DEPARTING SAID RIGHT-OF-WAY LINE 41.96 FEET;  
THENCE SOUTH 21°09'55" WEST 43.37 FEET;  
THENCE SOUTH 01°20'05" EAST 57.82 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,471.1 SQ. FEET OR 0.03 ACRES.  
BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83).

**SURVEYOR'S CERTIFICATION**

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 10' WIDE WATERLINE EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JANUARY 15, 2025.

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FLS 24179

ANDY FRITZ, PLS  
OK LIC. 1694  
CA #5848 EXP. 06.30.2026





# City of Broken Arrow

## Request for Action

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**File #: 25-452, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Water Line Easement from Independent School District No. 3 of Tulsa County Oklahoma on property located approximately one-quarter mile south of Albany Street (61st Street), one-quarter mile east of 9th Street (Lynn Lane) (Section 01, T18N, R14E) (EASE-002102-2025)

**Background:**

Independent School District No. 3 of Tulsa County Oklahoma is dedicating a waterline easement to serve the proposed BAPS Guard Building. 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  
Exhibit A

**Recommendation:**

Accept the waterline easement.



# EXHIBIT 'A.1'

## WATER LINE EASEMENT

### LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being a strip of land Ten (10.00) feet wide with the centerline being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE/4) of said Section One (1);

THENCE North 90°00'00" West (West) along the north line of the Northeast Quarter (NE/4) of said section, a distance of 770.00 feet;

THENCE South 00°00'13" West a distance of 511.00 feet;

THENCE North 90°00'00" West (due West) a distance of 21.14 feet to the beginning point as described in Corporate Water Line Easement recorded at Book 4957 Page 1309 at the Office of the Tulsa County Clerk;

THENCE along the centerline of said Book 4957 Page 1309 the following three (3) courses:

- 1) South 00°24'14" West a distance of 858.02 feet;
- 2) North 90°00'00" West (due West) a distance of 420.83 feet;
- 3) North 45°57'51" West a distance of 185.47 feet to the POINT OF BEGINNING;

THENCE continuing along the centerline of said Book 4957 Page 1309 North 45°57'51" West a distance of 6.28 feet;

THENCE North 77°13'28" West a distance of 30.21 feet;

THENCE South 47°06'18" West a distance of 29.09 feet to the centerline of said Book 4957 Page 1309;

THENCE South 82°30'00" West along the centerline of said Book 4957 Page 1309 a distance of 6.61 feet to the POINT OF TERMINATION.

Containing 721 square feet or 0.017 acres, more or less.

Basis of bearings for this exhibit being the North line Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being North 90°00'00" West (West), per Corporate Water Line Easement recorded at Book 4957 Page 1309 at the Office of the Tulsa County Clerk.

I, Lee Martin, of Wallace Design Collective, PC, certify that the attached legal description closes in accordance with existing records and is a true representation of the utility 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.

 3-21-25

Lee Martin  
LS 2004  
CA 1460  
Expires 06/30/2025

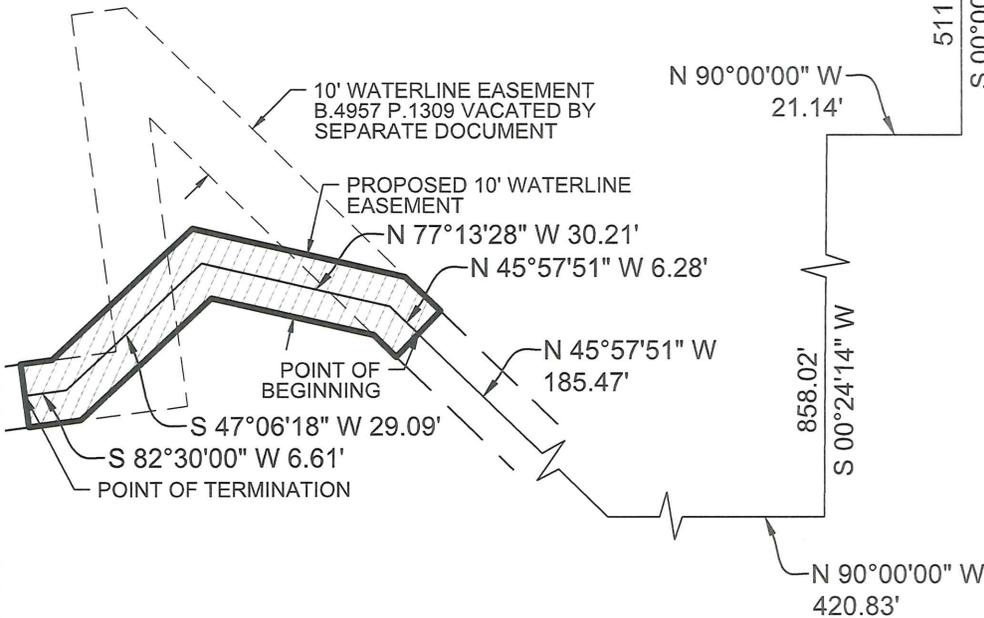
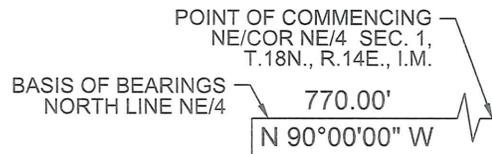
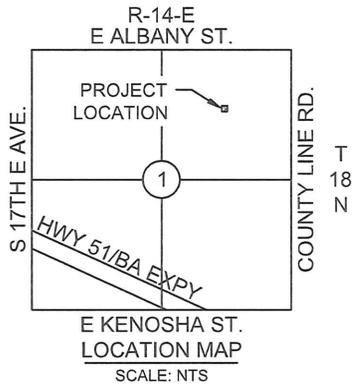
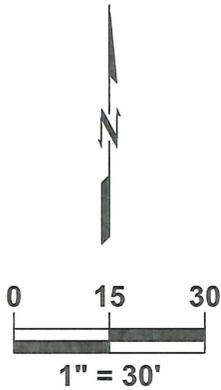


wallace  
design  
collective

ORIG SIZE: 8.5" X 14" PLOT: 3/21/2025 10:19:50 AM \\Civil-Server\projects\2440252 BAPS High School Fencing & Security\Survey\dwg\2440252 BAPS Waterline Reroute Easement.dwg

## EXHIBIT 'A.2' WATER LINE EASEMENT

BEING A PART OF THE NE/4 OF SEC. 1, T.18N., R.14E., I.M.  
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA



**NOTES:**

- Basis of bearings for this exhibit being the North line Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being North 90°00'00" West (West), per Corporate Water Line Easement recorded at Book 4957 Page 1309 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**  
1901 E ALBANY 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. 2440252		SHEET 2 OF 2



# City of Broken Arrow

## Request for Action

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**File #: 25-374, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Acceptance of a Water Line Easement from The Robson Companies, Inc., on a portion of property located approximately one-half mile south of Kenosha Street (71st Street), west of Midway Road (257th East Avenue), Wagoner County, State of Oklahoma, (Section 10, T18N, R15E) (EASE-002038-2025)

**Background:**

Robson Companies, Inc. is dedicating a water line easement for purposes of providing water service to a building expansion currently under review. The proposed water line easement is shown as Exhibit A.

Staff has reviewed the documents and recommends acceptance of the water line easement dedication.

**Cost:** \$0

**Funding Source:** None

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

**Approved By:** City Manager Office

**Attachments:** Water Line Easement Dedication  
Exhibit A

**Recommendation:**

Accept the water line easement.

**NON-EXCLUSIVE  
WATER LINE EASEMENT  
(Ridge Club Expansion-Tennis Easements)  
(WATER LINE EASEMENT)**

**KNOW ALL MEN BY THESE PRESENTS:**

That **The Robson Companies, Inc.**, an Oklahoma corporation, (“Grantor”), the owner of the legal and equitable title to the following described real estate situated in City of Broken Arrow, Wagoner County, State of Oklahoma, in consideration of the sum of One and no/100 Dollars in hand paid, receipt of which is hereby acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Wagoner County, Oklahoma, a municipal corporation, its successors and assigns, (“Grantee”) a non-exclusive WATER LINE EASEMENT over and across the following described real property and premises, situated in Wagoner County, State of Oklahoma, to wit:

**(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)**

**A tract of land that is part of the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:**

**See Exhibit “A**

**(“Easement Area”)**

with right of ingress and egress to and from the same, for a ten foot (10') water line and appurtenances for the purpose of permitting the City of Broken Arrow to construct such water line and appurtenances thereon, through, over, under, and across such Easement Area, together with all necessary and convenient appurtenances thereto. The City of Broken Arrow, 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 such Easement Area for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining such water line and appurtenances, and for the purpose of enabling the City of Broken Arrow to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

The Robson Companies, Inc.  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 1

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Grantor agrees not to build, construct or permit any buildings, structure, wall (parallel to such water line) or other above ground obstruction will be placed, erected, installed or permitted upon the Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water line and mains, gas lines, electrical lines, and other public or private service facilities across such Easement Area.

Other than the normal restoration and replacement usually done and determined by City of Broken Arrow, Grantor is responsible for the repair or replacement of Grantor's improvements as a result of any necessary repair, maintenance or replacement of the City of Broken Arrows's utilities with in the Easement Area.

There is further granted the right to remove any tree or parts of trees in the Easement Area which, in the judgment of the City of Broken Arrow, may interfere with the construction of the applicable water line.

There shall be no above-ground or other facilities located upon the Easement Area by Grantee.

The Grantee shall pay all damages to fences, crops and premises, which may be suffered by reason of laying, relaying, maintaining, operating or removing such line of pipe.

**PROVIDED**, that the Grantor, **The Robson Companies, Inc.**, its successors and assigns, shall fully use and enjoy the premises except as may be necessary for the purposes herein granted to The City of Broken Arrow, Oklahoma, its successors or assigns.

**TO HAVE AND TO HOLD** such non-exclusive easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, until such water line shall be abandoned or removed. It is mutually agreed between the parties that failure by the Grantee to use the Easement herein granted thereunder for the purposes herein granted by the Grantor for a period of six (6) consecutive months, will be deemed by all of the parties as conclusive evidence of abandonment and thereafter, at Grantee's expense, prepare and file of record in the office of the county Clerk in the County in which the Easement is located a full, complete and formal Release of the Easement, and if not filed within thirty (30) days, this water line shall automatically terminate, and upon request of the Grantor, the Grantee shall remove such water line easement and appurtenances at Grantee's sole cost and expense.

*(Signature pages attached.)*

The Robson Companies, Inc.  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 2

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Engineer \_\_\_\_\_ Checked \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

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

\_\_\_\_\_  
City Manager

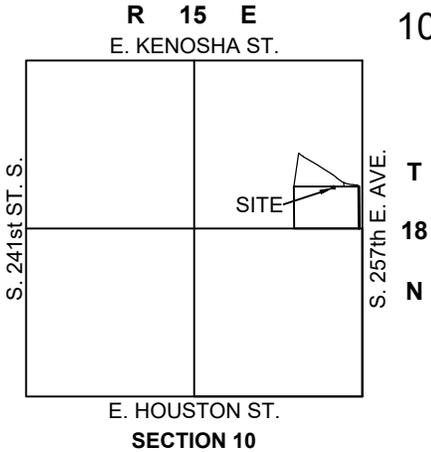
The Robson Companies, Inc.  
(Ridge Club Expansion-Tennis Easements)  
(10' wide WATER LINE EASEMENT)  
Page 4

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Companies.2025-01-31.wpd

# PLAT OF SURVEY 10' WIDE WATERLINE EASEMENT EXHIBIT "A"

PAGE 1 of 2

LINE	BEARING	DISTANCE
L1	N 01°27'56" W	799.44'
L2	S 88°51'33" W	428.68'
L3	S 01°20'05" E	35.88'
L4	S 88°31'30" W	50.37'
L5	N 01°28'30" W	10.00'
L6	N 88°31'30" E	40.39'
L7	N 01°20'05" W	25.94'
L8	N 88°51'33" E	10.00'



**LOCATION MAP**  
SCALE: 1"=3000'



SCALE: 1" = 100'



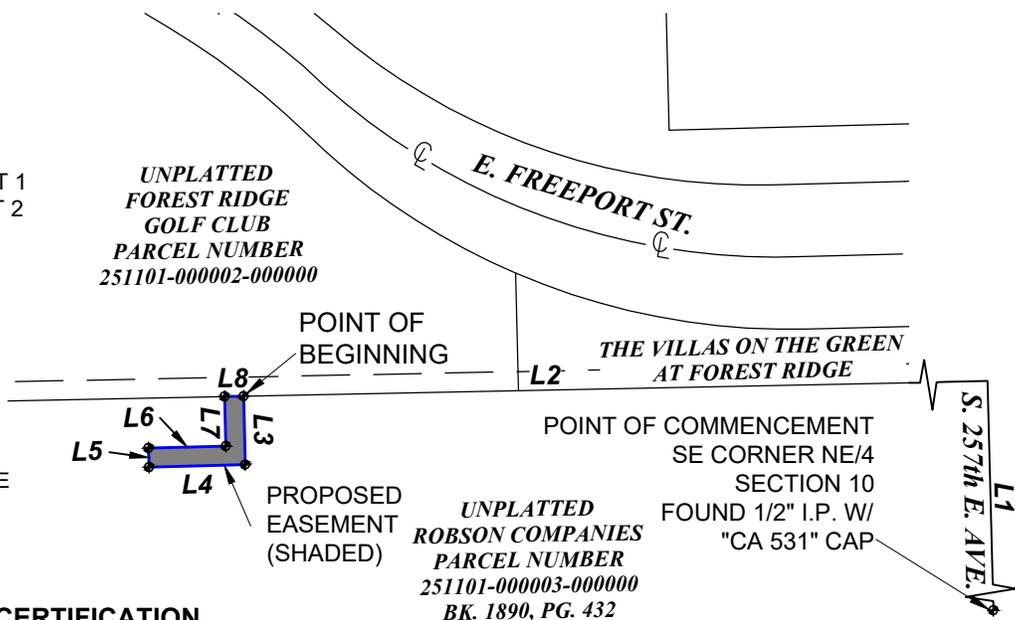
### INDEX

PLAT OF SURVEY..... SHEET 1  
LEGAL DESCRIPTION....SHEET 2

### SURVEYOR'S NOTES

- ◆ = SET 3/8" IRON PIN W/ PURPLE "EASEMNT CA 5848" CAP OR MAG NAIL W/ "EASEMNT CA 5848" WASHER AT ALL CORNERS UNLESS OTHERWISE NOTED OR SHOWN HEREON.

UNPLATTED  
FOREST RIDGE  
GOLF CLUB  
PARCEL NUMBER  
251101-000002-000000



### SURVEYOR'S CERTIFICATION

FRITZ LAND SURVEYING, LLC AND THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION CA #5848, DO HEREBY STATE THAT THIS PLAT OF SURVEY AND LEGAL DESCRIPTION IS A TRUE AND ACCURATE REPRESENTATION OF THE RECORD CONDITIONS AT THE TIME OF THE SURVEY. THIS PLAT OF SURVEY IS INTENDED TO ILLUSTRATE THE PROPOSED 10' WIDE WATERLINE EASEMENT AND FEATURES OF THE PROPERTY HAVE BEEN OMITTED FOR CLARITY. THAT THIS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED. THIS PLAT MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. DATE OF LAST SITE VISIT: JANUARY 15, 2025.

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FLS 24179  
PAGE 1 OF 2

ANDY FRITZ, PLS  
OK LIC. 1694  
CA #5848 EXP. 06.30.2026



LEGAL DESCRIPTION  
10' WIDE WATERLINE EASEMENT  
EXHIBIT "A"

PAGE 2 of 2

**PARENT TRACT LEGAL DESCRIPTION - WARRANTY DEED - BOOK 1890, PAGE 432**

**LEGAL DESCRIPTION - PROPOSED 10' WIDE WATERLINE EASEMENT**

A TRACT OF LAND THAT IS PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION TEN (10), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
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THENCE SOUTH 88°51'33" WEST 428.68 FEET TO THE POINT OF BEGINNING;  
THENCE SOUTH 01°20'05" EAST 35.88 FEET;  
THENCE SOUTH 88°31'30" WEST 50.37 FEET;  
THENCE NORTH 01°28'30" WEST 10.00 FEET;  
THENCE NORTH 88°31'30" EAST 40.39 FEET;  
THENCE NORTH 01°20'05" WEST 25.94 FEET;  
THENCE NORTH 88°51'33" EAST 10.00 FEET TO THE POINT OF BEGINNING.

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FLS 24179

ANDY FRITZ, PLS  
OK LIC. 1694  
CA #5848 EXP. 06.30.2026





# City of Broken Arrow

## Request for Action

---

**File #:** 25-429, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 04/01/2025**

**Title:**

Ratification of the Claims List Check Register Dated March 24, 2025

**Background:**

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from March 11, 2025 through March 24, 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 \$9,538,969.90 for the various funds.

Governmental Funds	\$5,780,974.26
BAMA	\$2,228,837.84
BAEDA	<u>\$1,529,157.80</u>
Total	\$9,538,969.90

A summary by funds and detail are attached.

**Cost:** \$5,780,974.26

**Funding Source:** General Fund and Miscellaneous Funds

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

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

**Attachments:** Check Register dated March 24, 2025

**Recommendation:**..recommend

Ratify Claims List Check Register dated 03/24/2025

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			239,117.95	590			
	220	BA MUNICIPAL AUTHORITY			2,228,837.84	1,091			
	227	CVB-HOTEL MOTEL			10,783.79	25			
	330	SALES TAX CAPITAL IMPROVEMENT			625,340.75	21			
	332	PARK & REC CAP IMPROV			1,204.00	2			
	335	CDBG			6,213.29	2			
	342	STREET LIGHT FUND			32,671.02	100			
	343	STREET SALES TAX FUND			302,564.00	2			
	344	PS SALES TAX POLICE			386,097.27	313			
	345	PS SALES TAX FIRE			73,455.79	241			
	348	ARPA FUND			59,681.96	1			
	592	2014 BOND ISSUE			4,038.52	1			
	593	2018 BOND ISSUE			363,728.55	21			
	660	WORKERS COMPENSATIONS			97,623.95	6			
	661	GROUP HEALTH AND LIFE			11,679.27	11			
	770	DEBT SERVICE GO BOND			3,560,493.15	7			
	882	AGENCY FUND DEPOSITS			6,281.00	21			
	887	ECONOMIC DEVELOP AUTHORITY			1,529,157.80	2			
	Total				9,538,969.90	2,457			

City of Broken Arrow  
Check Register by Fund



Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/11/2025	202684	3840	AMERICAN EXPRESS	FEB 2025 STATEMENT	AMERICAN EXPRESS FEB 2025 STATEMENT	1101501  540550		2025/9	600.00
						<b>Total For Check # 202684</b>			<b>600.00</b>
03/13/2025	326925	2199	AMANDA YAMAGUCHI	PDR 03282025	APA CONF PER DIEM	1101410  550030		2025/9	368.00
						<b>Total For Check # 326925</b>			<b>368.00</b>
03/13/2025	326927	827	CONSTRUCTION INDUSTRIES BOARD	10/22/2024	PAUL BIGHORSE LICENSE	1101415  530110		2025/9	35.00
						<b>Total For Check # 326927</b>			<b>35.00</b>
03/13/2025	326928	5016	DENISE SAREY	PDR 02262025	TRAVEL MILEAGE FOR CITY INTERVIEWS & JR. ACHIEVEME	1101102  550030		2025/9	58.45
						<b>Total For Check # 326928</b>			<b>58.45</b>
03/13/2025	326929	4697	HENRY BIBELHEIMER	PDR 03282025	APA CONF PER DIEM	1101410  550030		2025/9	368.00
						<b>Total For Check # 326929</b>			<b>368.00</b>
03/13/2025	326932	4140	JENNIFER RUSH	EMP 05182025	FLIGHT REIMB FOR ICSC LAS VEGAS	1101315  550030		2025/9	346.96
						<b>Total For Check # 326932</b>			<b>346.96</b>
03/13/2025	326935	4773	JUSTIN GREEN	T&A 02052025	2025 CONGRESS OF MAYORS REIMB	1101700  550030		2025/9	211.80
						<b>Total For Check # 326935</b>			<b>211.80</b>
03/13/2025	326937	761	LISA FORD	T&A 02042025	OML LEGISLATIVE MEETING & 2025 CONGRESS OF MAYORS	1101700  550030		2025/9	587.21
						<b>Total For Check # 326937</b>			<b>587.21</b>
03/13/2025	326938	1857	MICHAEL SPURGEON	EMP 05132025	FLIGHT, DC FLY-IN, MAY 13-15, 2025	1101300  550030		2025/9	445.87
						<b>Total For Check # 326938</b>			<b>445.87</b>
03/13/2025	326939	1699	MOMENTUM SERVICES LLC	20088885	20088885 2/28/2025	1101415  530870		2025/9	2,860.00
						<b>Total For Check # 326939</b>			<b>2,860.00</b>
03/13/2025	326940	999900	OTP - AR REFUNDS	12320	EMS REFUND-RONALD SCOTT	11020  442040		2025/9	120.43

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					12/08/2024 0012303005				
						<b>Total For Check # 326940</b>			<b>120.43</b>
03/13/2025	326942			9266	EMS REFUND- MICHAEL KALTENBACH 05/29/2024	11020  442040		2025/9	1,067.76
						<b>Total For Check # 326942</b>			<b>1,067.76</b>
03/13/2025	326946			4287	EMS REFUND-DERRICK HARRIS 02/28/2024 24077103571	11020  442040		2025/9	739.67
						<b>Total For Check # 326946</b>			<b>739.67</b>
03/13/2025	326947			11370	EMS REFUND-HOWARD TINGLER 11/08/2024 NTL5048529800	11020  442040		2025/9	255.96
						<b>Total For Check # 326947</b>			<b>255.96</b>
03/13/2025	326948			8058	EMS REFUND-FRANCES HEARD 7/15/2024 24R533941800	11020  442040		2025/9	341.89
						<b>Total For Check # 326948</b>			<b>341.89</b>
03/13/2025	326949			8594	EMS REFUND-JEFFREY ENGLE 8/6/2024 20250354499998	11020  442040		2025/9	532.40
						<b>Total For Check # 326949</b>			<b>532.40</b>
03/13/2025	326953	999907	OTP - COURT REFUNDS	0000559		110  451020		2025/9	225.00
						<b>Total For Check # 326953</b>			<b>225.00</b>
03/13/2025	326987	149	AMERICAN ELECTRIC POWER/PSO	866-629-0-9 02202025	856-866-629-0-9 FEB 20 2025 2520 1/2 W FULTON ST	1106000  550250		2025/9	22.80
				663-125-0-3 02202025	952-663-125-0-3 FEB 20 2025 2900 W FLORENCE ST	1106000  550250		2025/9	569.38
				273-541-0-6 02202025	953-273-541-0-6 FEB 20 2025 4800 W WASHINGTON ST	1106000  550250		2025/9	22.45
				428-947-0-6 02202025	953-428-947-0-6 FEB 20 2025 2800 1/2 S DOGWOOD	1106000  550250		2025/9	23.08
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 7101 S 3RD ST	1106002  550250		2025/9	525.06

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				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 3201 N 9TH	1106000  550250		2025/9	353.06
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 3201 N 9TH	1106002  550250		2025/9	935.76
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 100 N FIR	1106000  550250		2025/9	86.93
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 3201 N 9TH	1106002  550250		2025/9	440.66
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 3201 N 9TH	1106000  550250		2025/9	1,159.01
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 801 W CHARLESTON	1106000  550250		2025/9	22.90
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 1400 S MAIN	1106000  550250		2025/9	1,440.92
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 1301 N REDBUD	1106000  550250		2025/9	21.79
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 604 E DALLAS	1106000  550250		2025/9	21.79
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 1400 S MAIN	1106000  550250		2025/9	204.28
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 525 W IOLA	1106000  550250		2025/9	21.79
				827-595-4-4 02272025	955-827-595-4-4 FEB 27 2025 3201 N 9TH ST	1106000  550460		2025/9	155.37
				183-137-4-1 122024CM	951-183-137-4-1 DEC 20, 2024 110 N MAIN ST	1106004  550250		2025/9	-245.31
				183-137-4-1 122024CM	951-183-137-4-1 DEC 20, 2024 302 S MAIN ST	1106004  550250		2025/9	-961.29
				183-137-4-1 122024CM	951-183-137-4-1 DEC 20, 2024 1117 S MAIN ST	1106004  550250		2025/9	-186.83
				183-137-4-1 122024CM	951-183-137-4-1 DEC 20, 2024 400 S MAIN ST	1106004  550250		2025/9	-877.63
				183-137-4-1 122024A	FY25 ANNUAL AGREEMENT 9 PYMTS	1106004  550250		2025/9	2,271.06
<b>Total For Check # 326987</b>									<b>6,027.03</b>
03/13/2025	326989	4935 AMAZON.COM SALES INC		1J6Q-C1KW-9LJD	Recreation Supplies	1106002  560330		2025/9	309.95
				14TH-H16D-TN61	ITEM: Gardner Bender GFI-3501 Ground Fault Recept	1101400  560030		2025/9	155.99

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				14TH-H16D-TN61	ITEM: Gardner Bender GFI-3501 Ground Fault Recept	1101415  560230		2025/9	59.90
				161T-W7HV-RDLK	Office Supplies	1101102  560030		2025/9	53.94
					<b>Total For Check # 326989</b>				<b>579.78</b>
03/13/2025	326992	3753 AMERICANCHECKED INC		9700-20250228	9700-20250228 02/28/2025	1101102  530870		2025/9	1,356.12
					<b>Total For Check # 326992</b>				<b>1,356.12</b>
03/13/2025	326996	885 ATWOOD DISTRIBUTING LP		3436	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300  560230		2025/9	92.80
				3438	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300  560230		2025/9	17.01
				3437	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000  560230		2025/9	12.98
				3424	BLANKET PO SAFETY SHOES & MISC ITEMS	1101700  560180		2025/9	15.98
				3429	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000  560230		2025/9	18.04
					<b>Total For Check # 326996</b>				<b>156.81</b>
03/13/2025	327001	4514 BRADLEY WERNER, LLC		24056	24056	1101010  530080		2025/9	137.50
					<b>Total For Check # 327001</b>				<b>137.50</b>
03/13/2025	327003	1330 BRINK'S INCORPORATED		7314307	7314307 FEB 2025	1106002  550280		2025/9	329.21
				7314307	7314307 FEB 2025	1106002  550280		2025/9	329.21
				7314307	7314307 FEB 2025	1101800  550280		2025/9	1,156.13
					<b>Total For Check # 327003</b>				<b>1,814.55</b>
03/13/2025	327004	1115 BROKEN ARROW ECONOMIC DEVELOPMENT CORP.		1325	1325 3/5/2025	1101102  530110		2025/9	250.00
					<b>Total For Check # 327004</b>				<b>250.00</b>
03/13/2025	327006	20 BROKEN ARROW LAWN & GARDEN		114017	SMALL ENGINE PARTS	1106000  560230		2025/9	11.60
				114018	SMALL ENGINE PARTS	1106000  560230		2025/9	37.99

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				114005	SMALL ENGINE PARTS	1106000  560310		2025/9	43.08
						<b>Total For Check # 327006</b>			<b>92.67</b>
03/13/2025	327009	638 BWI COMPANIES INC.		18924035	2.5 gal. Triact 70	1106003  560340		2025/9	2,420.08
						<b>Total For Check # 327009</b>			<b>2,420.08</b>
03/13/2025	327010	3492 CAROLYN JEAN KEY		FEBRUARY 2025	75% INSTRUCTOR ZUMBA & ZUMBA GOLD FEB 2025	1106002  540280		2025/9	70.47
						<b>Total For Check # 327010</b>			<b>70.47</b>
03/13/2025	327015	1391 CLEAN THE UNIFORM CO OKLAHOMA		52122757	52122757	1105310  540310		2025/9	141.73
				52122755	52122755	1105300  540310		2025/9	137.86
				52122755	52122755	1105310  540310		2025/9	15.93
				52122755	52122755	1105300  540330		2025/9	2.55
				52122762	52122762	1106002  540330		2025/9	33.17
				52122756	52122756	1101415  540310		2025/9	53.20
				52123452	52123452	1106005  540330		2025/9	1.32
				52121184	52121184	1106005  540310		2025/9	10.15
				52121184	52121184	1101700  540330		2025/9	22.54
				52122084	52122084	1106005  540310		2025/9	10.15
				52122084	52122084	1101700  540330		2025/9	7.84
				52123992	52123992	1101800  540330		2025/9	7.84
				52123985	52123985	1101415  540310		2025/9	53.20
						<b>Total For Check # 327015</b>			<b>497.48</b>
03/13/2025	327018	474 CMRS-POC		FEBRUARY 2025	US POSTAL SERV NEOPOST FEB 2025	1101700  550390		2025/9	3,405.27
						<b>Total For Check # 327018</b>			<b>3,405.27</b>
03/13/2025	327024	4794 DAIOHS FIRST CHOICE		TU-137270	TU-137270	1101800  560230		2025/9	87.30
						<b>Total For Check # 327024</b>			<b>87.30</b>

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03/13/2025	327025	2449	DAVIS SUPPLY CO	0019165470-001	BLANKET PO FOR POOL SUPPLIES	1106000  560340		2025/9	943.30
						<b>Total For Check # 327025</b>			<b>943.30</b>
03/13/2025	327029	1231	AT&T MOBILITY LLC	DVR022025	ACCT 500634737 2/5-3/4/2025	1101010  550540		2025/9	22.75
				DVR022025	ACCT 500634737 2/5-3/4/2025	1101200  550540		2025/9	206.00
				DVR022025	ACCT 500634737 2/5-3/4/2025	1101800  550540		2025/9	32.00
				DVR022025	ACCT 500634737 2/5-3/4/2025	1101200  550540		2025/9	-1,414.50
						<b>Total For Check # 327029</b>			<b>-1,153.75</b>
03/13/2025	327033	1322	GEM DIRT, LLC	172864	Planting mix	1106000  560270		2025/9	275.00
				172864	Planting mix	1106003  560270		2025/9	160.00
						<b>Total For Check # 327033</b>			<b>435.00</b>
03/13/2025	327037	3223	GORDON OUTDOOR ADVERTISING	42244	42244 03/01/2025	1101315  530870		2025/9	750.00
						<b>Total For Check # 327037</b>			<b>750.00</b>
03/13/2025	327038	5026	DALE GRAHAM	000171	000171 03/04/2025	1106000  560180		2025/9	1,300.00
				000173	000173 3/5/2025	1101700  560180		2025/9	150.00
						<b>Total For Check # 327038</b>			<b>1,450.00</b>
03/13/2025	327040	1244	GRANICUS, INC.	198022	198022	1101800  540550		2025/9	3,219.46
				198590	198590	1101800  540550		2025/9	1,365.46
						<b>Total For Check # 327040</b>			<b>4,584.92</b>
03/13/2025	327048	1582	IMPERIAL LLC	2870:7934190	2870:7934190	1105310  560230		2025/9	25.85
				2870:7934190	2870:7934190	1105300  560230		2025/9	103.40
						<b>Total For Check # 327048</b>			<b>129.25</b>
03/13/2025	327049	5226	INTELLECTIX CORPORATION	1523	1523 2/28/2025	1101410  530870		2025/9	173.75
				1525	1525 2/28/2025	1101800  540280		2025/9	168.75

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						<b>Total For Check # 327049</b>			<b>342.50</b>
03/13/2025	327050	3829 J & A TRAFFIC PRODUCTS		39403	SHUR FLEX HAZZARD MARKERS/ Sign Shop Cody Morris	1105300  560360		2025/9	3,576.00
						<b>Total For Check # 327050</b>			<b>3,576.00</b>
03/13/2025	327052	23 J D YOUNG COMPANY INC		1256047	LEASE & USAGE CHARGE FY25	1101010  540330		2025/9	217.58
				1256047	LEASE & USAGE CHARGE FY25	1101102  540330		2025/9	186.02
				1256047	LEASE & USAGE CHARGE FY25	1101200  540330		2025/9	181.66
				1256047	LEASE & USAGE CHARGE FY25	1101315  540330		2025/9	93.45
				1256047	LEASE & USAGE CHARGE FY25	1101400  540330		2025/9	321.95
				1256047	LEASE & USAGE CHARGE FY25	1101415  540330		2025/9	94.06
				1256047	LEASE & USAGE CHARGE FY25	1101700  540330		2025/9	217.58
				1256047	LEASE & USAGE CHARGE FY25	1101800  540330		2025/9	306.66
				1256047	LEASE & USAGE CHARGE FY25	1105300  540330		2025/9	176.68
				1256047	LEASE & USAGE CHARGE FY25	1106000  540330		2025/9	264.28
				1256047	LEASE & USAGE CHARGE FY25	1106002  540330		2025/9	269.26
				1256047	LEASE & USAGE CHARGE FY25	1101010  540550		2025/9	51.19
				1256047	LEASE & USAGE CHARGE FY25	1101102  540550		2025/9	193.78
				1256047	LEASE & USAGE CHARGE FY25	1101200  540550		2025/9	10.31
				1256047	LEASE & USAGE CHARGE FY25	1101315  540550		2025/9	23.26
				1256047	LEASE & USAGE CHARGE FY25	1101400  540550		2025/9	75.22
				1256047	LEASE & USAGE CHARGE FY25	1101415  540550		2025/9	59.09
				1256047	LEASE & USAGE CHARGE FY25	1101700  540550		2025/9	48.81
				1256047	LEASE & USAGE CHARGE FY25	1101800  540550		2025/9	68.24
				1256047	LEASE & USAGE CHARGE FY25	1105300  540550		2025/9	39.07
				1256047	LEASE & USAGE CHARGE FY25	1106000  540550		2025/9	87.36
				1256047	LEASE & USAGE CHARGE FY25	1106002  540550		2025/9	106.32
				1256047	LEASE & USAGE CHARGE FY25	1101010  560230		2025/9	1.60
				1256047	LEASE & USAGE CHARGE FY25	1101102  560230		2025/9	3.29

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				1256047	LEASE & USAGE CHARGE FY25	1101200  560230		2025/9	3.29
				1256047	LEASE & USAGE CHARGE FY25	1101315  560230		2025/9	1.58
				1256047	LEASE & USAGE CHARGE FY25	1101400  560230		2025/9	3.29
				1256047	LEASE & USAGE CHARGE FY25	1101415  560230		2025/9	1.58
				1256047	LEASE & USAGE CHARGE FY25	1101700  560230		2025/9	1.58
				1256047	LEASE & USAGE CHARGE FY25	1101800  560230		2025/9	3.29
				1256047	LEASE & USAGE CHARGE FY25	1105300  560230		2025/9	3.29
				1256047	LEASE & USAGE CHARGE FY25	1106000  560230		2025/9	4.81
				1256047	LEASE & USAGE CHARGE FY25	1106002  560230		2025/9	4.81
					<b>Total For Check # 327052</b>				<b>3,124.24</b>
03/13/2025	327055	1560	JOHNNIE PARKS	T&A 02052025	2025 CONGRESS OF MAYORS	1101700  550030		2025/9	198.34
					<b>Total For Check # 327055</b>				<b>198.34</b>
03/13/2025	327056	2221	JOSEPHINE SHAW	FEBRUARY 2025	FEB 2025 INSTRUCTOR PAY	1106002  540280		2025/9	780.00
					<b>Total For Check # 327056</b>				<b>780.00</b>
03/13/2025	327058	5131	KEVIN BEHE	12988	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.37
				12988	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.04
				12988	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
				12988	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
				12988	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
				12982	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.32
				12982	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.83
				12982	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.45
				12982	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.66

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				12982	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.41
				12987	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.40
				12987	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.03
				12987	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
				12987	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
				12987	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
				12981	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.30
				12981	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.83
				12981	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.45
				12981	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.66
				12981	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.42
				12986	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.39
				12986	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.03
				12986	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
				12986	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
				12986	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
				12980	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.32
				12980	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.83

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			12980	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.45
			12980	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.66
			12980	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.41
			12985	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.25
			12985	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.62
			12985	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.09
			12985	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.24
			12985	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.31
			12979	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.46
			12979	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.24
			12979	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.18
			12979	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.49
			12979	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.62
			12984	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.52
			12984	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.35
			12984	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.36
			12984	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.70
			12984	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.67
			12978	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.52

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			12978	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.35
			12978	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.36
			12978	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.70
			12978	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.67
			12983	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.46
			12983	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.24
			12983	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.18
			12983	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.49
			12983	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.62
			12977	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.39
			12977	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.03
			12977	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
			12977	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
			12977	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
			12991	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.46
			12991	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.24
			12991	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.18
			12991	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.49
			12991	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.62

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				12990	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.47
				12990	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.24
				12990	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.18
				12990	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.49
				12990	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.62
				12992	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.46
				12992	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.24
				12992	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	2.18
				12992	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.49
				12992	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.62
						<b>Total For Check # 327058</b>			<b>90.95</b>
03/13/2025	327063	4351 LEE ENTERPRISES INC		B6BD5005-0153	B6BD5005-0153	1101700  550050		2025/9	57.72
						<b>Total For Check # 327063</b>			<b>57.72</b>
03/13/2025	327066	131 LOCKE SUPPLY COMPANY		54776720-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560180		2025/9	3.26
				53781414-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1105310  560230		2025/9	194.60
						<b>Total For Check # 327066</b>			<b>197.86</b>
03/13/2025	327070	777 MTTA		0000000000085520	85520 TRANSIT CONTRACT	1101700  540280		2025/9	23,891.55
						<b>Total For Check # 327070</b>			<b>23,891.55</b>
03/13/2025	327074	25 NAPA AUTO PARTS		013272	46AWBULK	1106000  560210		2025/9	198.40
				013683	2653022	1106000  560200		2025/9	84.98

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				013683	52126350AA	1106000  560200		2025/9	49.66
				013683	55398938AC	1106000  560200		2025/9	603.33
				013690	400107	1105300  560200		2025/9	38.07
				013690	15W40BULK	1105300  560210		2025/9	157.96
				013399	0431354004	1105300  560200		2025/9	966.66
				013418	522604	1106000  560200		2025/9	202.17
				013418		1106000  560200		2025/9	80.00
				013421	SYSRZ8CGCR	1105300  560200		2025/9	1,168.00
				013426	SYSRZ8CGCR	1105300  560200		2025/9	1,168.00
				013428	SYSRZ11CGC	1105300  560200		2025/9	1,550.00
				013437	SYSRZ11CGC	1105300  560200		2025/9	1,550.00
				013438	SYSRZ11CGC	1105300  560200		2025/9	1,550.00
				013439	GK5	1105300  560200		2025/9	1,733.60
				013440	GK5	1105300  560200		2025/9	1,733.60
				013443	SYSRZ8CGCR	1105300  560200		2025/9	1,168.00
				013789	8C3Z26611B60A	1106000  560200		2025/9	204.09
				013821	7750S	1106000  560200		2025/9	13.22
				013821	3680	1106000  560200		2025/9	16.81
				013821	3668	1106000  560200		2025/9	17.84
				013821	6937	1106000  560200		2025/9	53.21
				013821	2795	1106000  560200		2025/9	28.90
				013821	15W40BULK	1106000  560210		2025/9	64.62
				013822	1106166	1106000  560200		2025/9	30.67
				013822	1859	1106000  560200		2025/9	41.00
				013822	1129188	1106000  560200		2025/9	77.48
				013822	691720	1106000  560200		2025/9	62.44
				013822	6562	1106000  560200		2025/9	28.12
				013822	6569	1106000  560200		2025/9	16.49

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				013822	15W40BULK	1106000  560210		2025/9	32.31
				013840	7234	1105300  560200		2025/9	461.52
				013840	7234	1105300  560200		2025/9	81.00
				013840	7234	1105300  560200		2025/9	-81.00
				013845	7213	1105300  560200		2025/9	20.29
				013845	3788	1105300  560200		2025/9	28.60
				013845	3628	1105300  560200		2025/9	18.06
				013845	9082	1105300  560200		2025/9	13.44
				013845	2812	1105300  560200		2025/9	85.65
				013845	9910	1105300  560200		2025/9	19.54
				013845	15W40BULK	1105300  560210		2025/9	136.42
				013848	46AWBULK	1105300  560210		2025/9	337.28
				013724	78853	1105300  560200		2025/9	171.94
				013928	320255	1106005  560230		2025/9	305.73
				013957	388BDM	1105300  560190		2025/9	273.99
				013957	205	1105300  560190		2025/9	26.67
				013974	Y110101633	1106000  560190		2025/9	426.44
				013987	1213666	1106000  560200		2025/9	502.48
				013987		1106000  560200		2025/9	37.39
						<b>Total For Check # 327074</b>			<b>17,555.07</b>
03/13/2025	327075			013226	80888	1105300  560200		2025/9	162.47
				013257	K597597530	1106000  560200		2025/9	87.52
				013258	600515	1106000  560200		2025/9	49.25
				013258	6671	1106000  560200		2025/9	24.85
				013258	6672	1106000  560200		2025/9	18.19
				013258	1334MP	1106000  560200		2025/9	3.94
				013258	600176	1106000  560200		2025/9	19.13
				013258	15W40BULK	1106000  560210		2025/9	21.54

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013684	43559	1106000  560200		2025/9	77.64
				013684	RTU1DEX	1106000  560200		2025/9	18.60
				013687	6L05011	1106000  560190		2025/9	97.67
				013693	1748XD	1105300  560200		2025/9	36.67
				013693	15W40BULK	1105300  560210		2025/9	86.16
				013695	1748XD	1105300  560200		2025/9	36.67
				013695	15W40BULK	1105300  560210		2025/9	86.16
				013705	5864025180	1105300  560200		2025/9	32.26
				013705		1105300  560200		2025/9	30.38
				013403		1105300  560190		2025/9	116.07
				013413	8490AAA	1101700  560200		2025/9	129.51
				013413	8490AAA	1101700  560200		2025/9	18.00
				013413	8490AAA	1101700  560200		2025/9	-18.00
				013434	46AWBULK	1105300  560210		2025/9	74.40
				013441	80888	1105300  560200		2025/9	162.47
				013616	T201010011	1106000  560190		2025/9	103.76
				013646	FT7991	1106000  560200		2025/9	72.89
				013646	FT7867	1106000  560200		2025/9	68.43
				013656	FT880073	1106000  560200		2025/9	117.78
				013801	230266	1105300  560200		2025/9	10.44
				013801	200679	1105300  560200		2025/9	41.53
				013801	7151	1105300  560200		2025/9	14.72
				013801	300458	1105300  560200		2025/9	45.66
				013801	15W40BULK	1105300  560210		2025/9	46.67
				013820	1365	1106000  560200		2025/9	4.15
				013820	1129188	1106000  560200		2025/9	77.48
				013820	3972	1106000  560200		2025/9	7.11
				013820	6449	1106000  560200		2025/9	12.88

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013838	T106033750	1105300  560200		2025/9	123.88
				013713	57008652AA	1106000  560200		2025/9	41.76
				013713	7060	1106000  560200		2025/9	4.15
				013713	4579	1106000  560200		2025/9	6.97
				013713	120760	1106000  560210		2025/9	34.99
				013713	112628	1106000  560210		2025/9	14.28
				013735	V051153813	1105300  560200		2025/9	110.88
				013747	78853	1105300  560200		2025/9	-85.97
				013905	8478AAA	1106000  560200		2025/9	129.51
				013905	8478AAA	1106000  560200		2025/9	18.00
				013944	7526	1106000  560200		2025/9	107.72
				013944	7526	1106000  560200		2025/9	18.00
				013944	7526	1106000  560200		2025/9	-18.00
				013962	1859	1106000  560200		2025/9	-41.00
				013962	691720	1106000  560200		2025/9	-62.44
				013969	HR1125	1105300  560200		2025/9	93.40
				013969	HR500	1105300  560200		2025/9	36.60
						<b>Total For Check # 327075</b>			<b>2,527.78</b>
03/13/2025	327076			013387	1042	1106000  560200		2025/9	4.15
				013387	4043	1106000  560200		2025/9	5.68
				013387	2488	1106000  560200		2025/9	13.50
				013387	5W30BULK	1106000  560210		2025/9	22.86
				013391	8026	1106000  560210		2025/9	21.36
				013392	8026	1106000  560210		2025/9	21.36
				013419	46AWBULK	1105300  560210		2025/9	39.68
				013420	NP22	1105300  560200		2025/9	7.82
				013420	92506	1105300  560210		2025/9	2.43
				013420	789DEF	1105300  560210		2025/9	11.11

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				013431	46AWBULK	1105300  560210		2025/9	29.76
				013435	46AWBULK	1105300  560210		2025/9	49.60
				013445	1308107	1105300  560200		2025/9	42.24
				013626	49005	1105300  560200		2025/9	49.44
				013635	1372	1106000  560200		2025/9	4.15
				013635	5W20BULK	1106000  560210		2025/9	23.66
				013767	K595547112	1106000  560200		2025/9	50.02
				013798	9883	1101415  560200		2025/9	12.45
				013798	230266	1101415  560200		2025/9	10.44
				013798	7502	1101415  560200		2025/9	4.15
				013798	5W30BULK	1101415  560210		2025/9	30.48
				013824	1522	1106000  560200		2025/9	4.15
				013824	2487	1106000  560200		2025/9	12.45
				013824	5W30BULK	1106000  560210		2025/9	22.86
				013711	1748XD	1105300  560200		2025/9	-36.67
				013723	16621	1105310  560200		2025/9	23.83
				013725	5W20BULK	1106003  560210		2025/9	23.66
				013729	85905	1106000  560210		2025/9	47.77
				013736	7060	1106000  560200		2025/9	4.15
				013736	5W20BULK	1106000  560210		2025/9	23.66
				013924	1318588	1106000  560200		2025/9	18.51
				013924	550049485	1106000  560210		2025/9	13.02
				013927	3128	1106000  560200		2025/9	19.73
				013927	1129188	1106000  560200		2025/9	-77.48
				013938	112630	1106000  560210		2025/9	23.16
				013943	8223	1106000  560200		2025/9	42.70
				013943	8223	1106000  560200		2025/9	9.00
				013963	1859	1106000  560200		2025/9	41.00

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						<b>Total For Check # 327076</b>			<b>671.84</b>
03/13/2025	327077			013244	8026	1105300  560210		2025/9	10.68
				013254	5325	1106000  560200		2025/9	7.44
				013261	600176	1106000  560200		2025/9	-19.13
				013268	7551527	1105300  560200		2025/9	9.27
				013698	7551527	1105300  560200		2025/9	9.27
				013397	4043	1106000  560200		2025/9	-5.68
				013433	NP18	1105300  560200		2025/9	7.82
				013447	789DEF	1105300  560210		2025/9	11.11
				013775	RTU1DEX	1105310  560210		2025/9	9.30
				013823	6449	1106000  560200		2025/9	12.88
				013832	1084000	1106000  560200		2025/9	14.24
				013714	7551527	1105300  560200		2025/9	9.27
				013731	RTU1DEX	1105310  560200		2025/9	9.30
				013738	HDRTU1GAL	1106000  560210		2025/9	17.16
				013739	HDRTU1GAL	1106000  560210		2025/9	17.16
				013912	8478AAA	1106000  560200		2025/9	-18.00
				013923	BKMAT1415UL	1106000  560230		2025/9	13.87
				013925	789DEF	1106000  560210		2025/9	11.11
				013929	60221B	1106000  560200		2025/9	19.96
				013931	615	1106000  560210		2025/9	13.77
				013945	7709231	1105300  560230		2025/9	9.98
				013960	49005	1106000  560230		2025/9	8.24
				013978	8223	1106000  560200		2025/9	-9.00
						<b>Total For Check # 327077</b>			<b>170.02</b>
03/13/2025	327078			013227	0002296	1105300  560200		2025/9	0.01
				013228	0002296	1105300  560200		2025/9	0.01

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013229	0002296	1105300  560200		2025/9	0.01
				013230	0002296	1105300  560200		2025/9	0.01
				013231	0002296	1105300  560200		2025/9	0.01
				013232	0002296	1105300  560200		2025/9	0.01
				013233	0002296	1105300  560200		2025/9	0.01
				013234	0002296	1105300  560200		2025/9	0.01
				013235	0002296	1105300  560200		2025/9	0.01
				013253	3002	1106000  560200		2025/9	2.07
				013386	92506	1106000  560230		2025/9	2.43
				013400	92506	1105300  560230		2025/9	2.43
				013422	0002296	1105300  560200		2025/9	0.01
				013423	0002296	1105300  560200		2025/9	0.01
				013425	0002296	1105300  560200		2025/9	0.01
				013427	0002296	1105300  560200		2025/9	0.01
				013429	0002296	1105300  560200		2025/9	0.01
				013430	0002296	1105300  560200		2025/9	0.01
				013432	0002296	1105300  560200		2025/9	0.01
				013436	0002296	1105300  560200		2025/9	0.01
				013442	0002296	1105300  560200		2025/9	0.01
				013446	92506	1105300  560210		2025/9	2.43
				013622	WATER	1106000  560230		2025/9	1.36
				013644	906PAB2	1106000  560200		2025/9	2.97
				013791	6578	1106000  560200		2025/9	2.48
						<b>Total For Check # 327078</b>			<b>16.35</b>
03/13/2025	327082	96 OTA PIKEPASS CENTER		20250200105	20250200105 2/28/2025	1105310  550030		2025/9	13.95
				20250200105	20250200105 2/28/2025	1106002  550030		2025/9	1.23
				20250200105	20250200105 2/28/2025	1101200  550030		2025/9	0.81
				20250200105	20250200105 2/28/2025	1101310  550030		2025/9	0.58

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				20250200105	20250200105 2/28/2025	1101400  550030		2025/9	11.71
				20250200105	20250200105 2/28/2025	1101415  550030		2025/9	1.21
				20250200105	20250200105 2/28/2025	1101700  550030		2025/9	15.05
				20250200105	20250200105 2/28/2025	1105300  550030		2025/9	81.92
				20250200105	20250200105 2/28/2025	1106000  550030		2025/9	30.98
						<b>Total For Check # 327082</b>			<b>157.44</b>
03/13/2025	327083	1878 OKLAHOMA WORKERS'	COMPENSATION	2	MEMBERSHIP DUES	1101102  530850		2025/9	500.00
						<b>Total For Check # 327083</b>			<b>500.00</b>
03/13/2025	327084	1111 P&K EQUIPMENT		5749190	UNIT #0708 -JEFF	1106000  540200		2025/9	3,155.20
						<b>Total For Check # 327084</b>			<b>3,155.20</b>
03/13/2025	327089	806 R&R PRODUCTS, INC.		CD2992029	R136-2908 Long roller assy.	1106000  560200		2025/9	976.20
						<b>Total For Check # 327089</b>			<b>976.20</b>
03/13/2025	327095	602 SANDERS NURSERY		1094601	BLANKET PO FOR NURSERY STOCK	1106003  560700		2025/9	283.36
						<b>Total For Check # 327095</b>			<b>283.36</b>
03/13/2025	327101	2144 SITE ONE LANDSCAPE	SUPPLY LLC	150245441-001	BLANKET PO FOR IRRIGATION	1106000  560340		2025/9	55.64
				150317941-001	BLANKET PO FOR IRRIGATION	1106000  560340		2025/9	107.89
				150308890-001	BLANKET PO FOR IRRIGATION	1106000  560340		2025/9	103.02
						<b>Total For Check # 327101</b>			<b>266.55</b>
03/13/2025	327102	4931 HOWARD DCIII LLC		433850	UNIT # 2051	1105300  540200		2025/9	299.41
						<b>Total For Check # 327102</b>			<b>299.41</b>
03/13/2025	327104	3928 SPORT SURFACE	MANAGEMENT LLC	1809	Removal and replacement of Shaw	1106000  540280		2025/9	3,000.00
					synthetic turf in				
						<b>Total For Check # 327104</b>			<b>3,000.00</b>

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03/13/2025	327105	1893	NEWTON EQUIPMENT LLC	18070T	REPAIR HYDRAULIC LEAK - UNIT#2330 PAUL V	1106000  540200		2025/9	229.51
						<b>Total For Check # 327105</b>			<b>229.51</b>
03/13/2025	327107	3496	TEAM PROFESSIONAL SERVICES INC	127874	127874	1101102  530020		2025/9	1,465.00
				127873	127873	1101102  530020		2025/9	611.00
						<b>Total For Check # 327107</b>			<b>2,076.00</b>
03/13/2025	327111	1766	TOPIARY ARTWORKS	35730	18MB-12 18" Sphagnum moss hanging basket w/black c	1106003  560700		2025/9	3,053.42
						<b>Total For Check # 327111</b>			<b>3,053.42</b>
03/13/2025	327113	526	TRANSMISSION CLINICS LTD	10737	unit # 1651	1105300  540200		2025/9	6,581.96
						<b>Total For Check # 327113</b>			<b>6,581.96</b>
03/13/2025	327116	255	TULSA COUNTY CLERK	98	98	1101700  550860		2025/9	524.00
						<b>Total For Check # 327116</b>			<b>524.00</b>
03/13/2025	327118	4571	COLTON PAGE	1412	1412	1106000  540280		2025/9	1,000.00
						<b>Total For Check # 327118</b>			<b>1,000.00</b>
03/13/2025	327127	24	WEST THOMSON REUTERS	851570097	851570097	1101010  560280		2025/9	2,137.07
						<b>Total For Check # 327127</b>			<b>2,137.07</b>
03/13/2025	327129	405	WHELEN ENGINEERING CO INC	R48826	Amplifier Repair-Gary H.	1105310  560310		2025/9	270.70
						<b>Total For Check # 327129</b>			<b>270.70</b>
03/13/2025	327131	1095	WINDSTREAM HOLDINGS II LLC	100642705 02262025	100642705	1101700  550220		2025/9	304.45
						<b>Total For Check # 327131</b>			<b>304.45</b>
03/20/2025	327133	2496	AARON HAMILTON	PDR 03232025	IMSA CONF PER DIEM 03/23-03/27/2025	1105310  550030		2025/9	204.00
						<b>Total For Check # 327133</b>			<b>204.00</b>

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03/20/2025	327134	3258	CODY MORRIS	PDR 03232025	IMSA CONF PER DIEM 3/23-3/27/2025	1105300  550030		2025/9	204.00
						<b>Total For Check # 327134</b>			<b>204.00</b>
03/20/2025	327136	47	FARHAD DAROGA	PDR 03282025	APA CONFERENCE PER DIEM	1101405  550030		2025/9	368.00
				EMP 03282025	APA CONFERENCE	1101405  550030		2025/9	-103.67
						<b>Total For Check # 327136</b>			<b>264.33</b>
03/20/2025	327137	2085	GARY HARRIS	PDR 03232025	IMSA CONF PER DEIM 3/23-3/27/2025	1105310  550030		2025/9	204.00
						<b>Total For Check # 327137</b>			<b>204.00</b>
03/20/2025	327140	1344	OKLAHOMA UNIFORM BUILDING CODE COMM	FEBRUARY 2025	OUBCC FEES FOR FEB 2025	110  280300		2025/9	1,528.00
						<b>Total For Check # 327140</b>			<b>1,528.00</b>
03/20/2025	327141	999900	OTP - AR REFUNDS	REC-021855-2024	MISSED REFUND	110  280300		2025/9	54.00
				REC-021855-2024	MISSED REFUND	110  422010		2025/9	4,037.16
						<b>Total For Check # 327141</b>			<b>4,091.16</b>
03/20/2025	327153	501	TULSA COUNTY LAW LIBRARY	LIT1391.2023	BRUNEL/TORRES-FILLING FEE, DELIVERY,& RETURN STAMP	1101010  540280		2025/9	10.50
						<b>Total For Check # 327153</b>			<b>10.50</b>
03/20/2025	327154	9	A & N TRAILER PARTS INC	00387062	DTR7012 Tarp kit	1106000  560200		2025/9	443.75
						<b>Total For Check # 327154</b>			<b>443.75</b>
03/20/2025	327157	149	AMERICAN ELECTRIC POWER/PSO	683-103-0-8 02172025	951-683-103-0-8 FEB 17, 2025	1106005  550250		2025/9	176.56
				260-575-0-1 02172025	953-260-576-0-1 FEB 17, 2025 219 E DETROIT ST	1101700  550250		2025/9	72.69
				041-990-0-6 02172025	950-041-990-0-6 FEB 17, 2025 1811 S MAIN ST	1106001  550250		2025/9	710.80
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 BROKEN ARROW	1105310  550250		2025/9	70.74
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 21365 E 46TH ST S	1105310  550250		2025/9	7.90

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				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 1391 W OMAHA PL	1105310  550250		2025/9	8.14
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 4301 N ASPEN AVE	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 11901 E 131ST S UNIT	1105310  550250		2025/9	5.15
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 4427 W HOUSTON ST	1105310  550250		2025/9	38.98
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 10405 S LYNN LANE RD	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 10601 S MINGO RD UNIT	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 2341 W ALBANY ST UNIT	1105310  550250		2025/9	8.14
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 20005 E 37TH ST S	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 2701 S ELM PL	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 2291 N 9TH ST	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 709 MAGNOLIA CT	1105310  550250		2025/9	23.85
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 4023 W ROANOKE PL	1105310  550250		2025/9	8.14
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 3190 W KENOSHA ST	1105310  550250		2025/9	8.14
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 1591 E HOUSTON ST	1105310  550250		2025/9	8.14
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 18599 E 96TH ST	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 5099 S 23RD ST	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 1605 N 37TH ST UNIT S	1105310  550250		2025/9	5.30
				454-130-1-4 02282025	956-454-130-1-4 FEB 28, 2025 101 E FT WORTH ST	1105310  550250		2025/9	24.62
<b>Total For Check # 327157</b>									<b>1,219.69</b>

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03/20/2025	327163	4935	AMAZON.COM SALES INC	1RFD-JCR9-4HF6	OFFICE SUPPLIES	1101400  560030		2025/9	22.75
				13TK-TQMN-GQGJ	Recreation Supplies	1106002  560330		2025/9	24.08
				1HQ7-GHFP-HVQF	MINUTE BOOKS	1101800  560030		2025/9	7.96
				1HQ7-GHFP-HVQF	MINUTE BOOKS	1101800  560230		2025/9	428.32
				1VVV-MMHK-WC93	SUPPLIES FOR OFFICE & TARA	1101501  560030		2025/9	32.45
				11L3-DKTQ-C37L	1096 FORMS AND ENVELOPES	1101501  560030		2025/9	28.63
<b>Total For Check # 327163</b>									<b>544.19</b>
03/20/2025	327165	4846	APAC-CENTRAL, INC.	7002197553	BLANKET PO FOR ASHPALT	1105300  560800		2025/9	310.70
				7002204418	BLANKET PO FOR ASHPALT	1105300  560800		2025/9	347.83
				7002204443	BLANKET PO FOR ASHPALT	1105300  560800		2025/9	384.98
<b>Total For Check # 327165</b>									<b>1,043.51</b>
03/20/2025	327166	1468	ARLEDGE & ASSOCIATES, P.C.	49497	49497 3/10/2025	1101501  530810		2025/9	12,500.00
<b>Total For Check # 327166</b>									<b>12,500.00</b>
03/20/2025	327167	73	AT&T	105-3484 322 4 30125	918-105-3484-322 4 MARCH 1, 2025	1101700  550220		2025/9	30.45
<b>Total For Check # 327167</b>									<b>30.45</b>
03/20/2025	327168	885	ATWOOD DISTRIBUTING LP	3445	BLANKET PO SAFETY SHOES & MISC ITEMS	1106002  560300		2025/9	8.24
				3442	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000  560230		2025/9	14.98
<b>Total For Check # 327168</b>									<b>23.22</b>
03/20/2025	327172	4666	BLUEJAY PROPERTIES LLC	APRIL 2025	REAL PROPERTY RENTAL OR LEASE	1101315  540330		2025/9	1,750.00
<b>Total For Check # 327172</b>									<b>1,750.00</b>
03/20/2025	327173	5293	BLUEZOO, INC	1284	Software for Event Information	1101200  540550		2025/9	2,880.00

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				1284	Software for Event Information	1101200  560240		2025/9	640.00
						<b>Total For Check # 327173</b>			<b>3,520.00</b>
03/20/2025	327176	19 BROKEN ARROW ELECTRIC SUPPLY INC		S3303913.001	BLANKET PO FOR MISC ELECTRICAL	1106000  560180		2025/9	444.62
						<b>Total For Check # 327176</b>			<b>444.62</b>
03/20/2025	327177	20 BROKEN ARROW LAWN & GARDEN		113885	SMALL ENGINE PARTS	1106003  560310		2025/9	6.30
						<b>Total For Check # 327177</b>			<b>6.30</b>
03/20/2025	327185	633 CHICKASAW TELECOM INC		63083	Chickasaw - Cisco Telephone Maint	1101200  540550		2025/9	26,400.00
						<b>Total For Check # 327185</b>			<b>26,400.00</b>
03/20/2025	327186	37 CINTAS CORPORATION		5258520206	5258520206 3/11/2025	1106005  560230		2025/9	42.16
						<b>Total For Check # 327186</b>			<b>42.16</b>
03/20/2025	327187	1391 CLEAN THE UNIFORM CO OKLAHOMA		52123453	52123453	1106000  540310		2025/9	25.83
				52123453	52123453	1106003  540310		2025/9	42.42
				52123989	52123989	1106000  540310		2025/9	107.00
				52123989	52123989	1106000  540330		2025/9	0.34
						<b>Total For Check # 327187</b>			<b>175.59</b>
03/20/2025	327192	4532 CRYSTAL LAKE FISHERIES, INC		20718	Trout Stocking	1106002  560330		2025/9	1,698.75
						<b>Total For Check # 327192</b>			<b>1,698.75</b>
03/20/2025	327194	699 DCI COMMUNICATIONS		620407	Network cable install @ operation for Tara	1101501  540280		2025/9	780.25
						<b>Total For Check # 327194</b>			<b>780.25</b>
03/20/2025	327195	634 DELL MARKETING L.P.		10801404621	1 Laptop Rugged 5430 for Cody Morris	1105300  560240		2025/9	2,630.00
						<b>Total For Check # 327195</b>			<b>2,630.00</b>

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03/20/2025	327196	4665 DUSTIN ENTERPRISES INC		6395	UNIT 1746- JEFF BOHNER	1105300  540200		2025/9	2,974.00
<b>Total For Check # 327196</b>									<b>2,974.00</b>
03/20/2025	327202	1231 AT&T MOBILITY LLC		287319339297X03202	287319339297X03082025 FEB 28, 2025	1101102  550540		2025/9	76.60
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1101200  550540		2025/9	160.16
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1101400  550540		2025/9	40.04
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1101700  550540		2025/9	24.74
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1105300  550540		2025/9	213.22
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1106004  550540		2025/9	43.04
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1105300  560240		2025/9	200.20
				5					
				287319339297X03202	287319339297X03082025 FEB 28, 2025	1105315  560240		2025/9	1,065.49
				5					
<b>Total For Check # 327202</b>									<b>1,823.49</b>
03/20/2025	327210	79 GREEN ACRE SOD FARMS		8310	BL;ANKET PO FOR BERMUDA SOD	1106000  560700		2025/9	47.50
<b>Total For Check # 327210</b>									<b>47.50</b>
03/20/2025	327215	1582 IMPERIAL LLC		2870:7865430	2870:7865430 FEB 11, 2025	1105310  560230		2025/9	22.81
				2870:7865430	2870:7865430 FEB 11, 2025	1105300  560230		2025/9	45.62
<b>Total For Check # 327215</b>									<b>68.43</b>
03/20/2025	327216	115 INCOG		226860 A	226860 A 02/28/2025	1101400  530870		2025/9	1,748.75
<b>Total For Check # 327216</b>									<b>1,748.75</b>
03/20/2025	327220	5131 KEVIN BEHE		13000	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.30
				13000	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.83

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				13000	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.45
				13000	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.66
				13000	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.42
				13019	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.39
				13019	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.04
				13019	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
				13019	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
				13019	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
				13075	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.39
				13075	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	1.03
				13075	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.81
				13075	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	2.07
				13075	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.52
				13080	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.25
				13080	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.62
				13080	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.09
				13080	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.24
				13080	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.31

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				13049	CITY COUNCIL APPROVED 09/09/24	1101200  540070		2025/9	0.30
				13049	CITY COUNCIL APPROVED 09/09/24	1105300  540070		2025/9	0.83
				13049	CITY COUNCIL APPROVED 09/09/24	1106000  540070		2025/9	1.45
				13049	CITY COUNCIL APPROVED 09/09/24	1106002  540070		2025/9	1.66
				13049	CITY COUNCIL APPROVED 09/09/24	1106005  540070		2025/9	0.42
						<b>Total For Check # 327220</b>			<b>24.48</b>
03/20/2025	327225	131 LOCKE SUPPLY COMPANY		54777820-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560180		2025/9	12.76
				54748411-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560180		2025/9	22.10
				54867337-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  540070		2025/9	52.31
				54860805-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1101700  560180		2025/9	35.84
				54890165-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560230		2025/9	10.66
				54875556-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560180		2025/9	91.84
				54917131-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560230		2025/9	10.66
				54926875-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002  560180		2025/9	8.48
				54932868-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1101700  560180		2025/9	232.39
				54934604-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106004  560180		2025/9	6.28
				54936584-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000  560180		2025/9	108.92
				54897694-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001  560180		2025/9	70.52
				54897451-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001  560180		2025/9	983.03

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						<b>Total For Check # 327225</b>			<b>1,645.79</b>
03/20/2025	327232	25 NAPA AUTO PARTS		13871	GL1943002263	1106000  560190		2025/9	169.84
				014002	CA560362	1106000  560190		2025/9	754.22
				014016	85805	1105300  560210		2025/9	47.77
				014020	6693BR	1106000  560200		2025/9	78.08
				014192	502	1101700  560200		2025/9	43.34
				014193	AIMKITT	1101700  560200		2025/9	398.00
				014193	941B0505	1101700  560200		2025/9	27.00
						<b>Total For Check # 327232</b>			<b>1,518.25</b>
03/20/2025	327233			13862	75140	1106000  560210		2025/9	0.02
				13864	9832	1105300  560210		2025/9	4.62
				13869	HDRTU1GAL	1105300  560210		2025/9	17.16
				13879	K401	1106000  560190		2025/9	32.78
				013993	7551526	1105300  560200		2025/9	9.41
				013993	7551528	1105300  560200		2025/9	4.32
				014007	49005	1106000  560210		2025/9	8.24
				014010	7822021	1105310  560200		2025/9	4.34
				014012	706616	1106000  560210		2025/9	17.34
				014015	8822	1105300  560230		2025/9	7.49
				014141	NP22	1105300  560200		2025/9	7.82
				014144	789DEF	1106000  560210		2025/9	11.11
				014169	RTU1DEX	1106000  560210		2025/9	9.30
				014189	ALCOHOL	1105300  560230		2025/9	4.62
				014199	06656	1105300  560230		2025/9	19.28
				014200	785171	1101700  560200		2025/9	9.60
						<b>Total For Check # 327233</b>			<b>167.45</b>
03/20/2025	327239	1703 PEYDAY REALTY LLC		APRIL 2025	REAL PROPERTY RENTAL OR LEASE	1101700  540330		2025/9	4,216.67

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						<b>Total For Check # 327239</b>			<b>4,216.67</b>
03/20/2025	327240	5028 PPT HOLDINGS I, LLC		PUSA10090155806	Maintenance for City Wireless HW	1101200  540550		2025/9	17,019.00
						<b>Total For Check # 327240</b>			<b>17,019.00</b>
03/20/2025	327245	2139 QUADIENT LEASING USA		Q1752803	Mail Equipment Lease	1101800  540330		2025/9	923.10
						<b>Total For Check # 327245</b>			<b>923.10</b>
03/20/2025	327247	3934 RECREATION SUPPLY CO INC		530825	RecSupply Quote # QTE104433	1106002  560330		2025/9	113.16
				530826	RecSupply Quote # QTE104433	1106002  560330		2025/9	1,227.90
						<b>Total For Check # 327247</b>			<b>1,341.06</b>
03/20/2025	327253	2144 SITE ONE LANDSCAPE SUPPLY LLC		150461328-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000  560340		2025/9	84.38
						<b>Total For Check # 327253</b>			<b>84.38</b>
03/20/2025	327254	5078 JESSICA YVANEZ		2412	Cabling for Forensics Lab Buildout	1101200  540280		2025/9	2,464.78
						<b>Total For Check # 327254</b>			<b>2,464.78</b>
03/20/2025	327259	1081 SOUTHERN AGRICULTURE		808131	BLANKET PO FOR DOG & CAT FOOD	1106002  560330		2025/9	79.93
						<b>Total For Check # 327259</b>			<b>79.93</b>
03/20/2025	327260	1131 SPRING CREEK NURSERY		216098	BLANKET PO FOR NURSERY STOCK	1106003  560700		2025/9	750.00
						<b>Total For Check # 327260</b>			<b>750.00</b>
03/20/2025	327261	1893 NEWTON EQUIPMENT LLC		20009T	REPAIR HYDRAULIC LEAK - UNIT#2330 PAUL V	1106000  540200		2025/9	229.51
						<b>Total For Check # 327261</b>			<b>229.51</b>

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Fund 110

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327262	234 STOREY TOWING LLC	57333	57333 3/13/2025	1106000  540200		2025/9	171.00
<b>Total For Check # 327262</b>								<b>171.00</b>
03/20/2025	327264	5263 T2M SALES LLC	1092	(2) TURF2MAX PRO 2.5 GAL	1106000  560340		2025/9	425.00
<b>Total For Check # 327264</b>								<b>425.00</b>
03/20/2025	327271	949 TULSA WINNELSON COMPANY	595903 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000  560180		2025/9	28.01
<b>Total For Check # 327271</b>								<b>28.01</b>
03/20/2025	327280	1095 WINDSTREAM HOLDINGS II LLC	100738910 03052025	FY25 ANNUAL AGREEMENT	1106005  550220		2025/9	171.62
			101118081 02212025	FY25 ANNUAL AGREEMENT	1106000  550220		2025/9	90.39
			100755590 02212025	FY25 ANNUAL AGREEMENT	1106002  550220		2025/9	43.67
<b>Total For Check # 327280</b>								<b>305.68</b>
03/20/2025	327282	996 CITY OF BROKEN ARROW	151382	Payroll Run 1 - Warrant 250214	110  218180		2025/8	423.32
			151382	Payroll Run 1 - Warrant 250214	110  218360		2025/8	4,196.91
			153893	Payroll Run 1 - Warrant 250314	110  218180		2025/9	423.32
			153893	Payroll Run 1 - Warrant 250314	110  218360		2025/9	4,174.14
<b>Total For Check # 327282</b>								<b>9,217.69</b>
03/20/2025	327284		153201	Payroll Run 1 - Warrant 250228	110  218180		2025/8	423.32
			153201	Payroll Run 1 - Warrant 250228	110  218360		2025/8	4,196.91
<b>Total For Check # 327284</b>								<b>4,620.23</b>
03/20/2025	327285	856 AMERICAN FIDELITY ASSURANCE CO.	153200	Payroll Run 1 - Warrant 250228	110  218420		2025/8	98.34
			153200	Payroll Run 1 - Warrant 250228	110  218430		2025/8	24.26
<b>Total For Check # 327285</b>								<b>122.60</b>

City of Broken Arrow  
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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327286	4904	AMERITAS LIFE INSURANCE CORP.	153206	Payroll Run 1 - Warrant 250228	110  218240		2025/8	3,057.56
<b>Total For Check # 327286</b>									<b>3,057.56</b>
03/20/2025	327287	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	149331	Payroll Run 1 - Warrant 250131	110  218590		2025/7	1,533.75
				153205	Payroll Run 1 - Warrant 250228	110  218590		2025/8	1,534.27
<b>Total For Check # 327287</b>									<b>3,068.02</b>
03/20/2025	327288	1319	COMMUNITY CARE EAP	153202	Payroll Run 1 - Warrant 250228	110  218560		2025/8	187.68
<b>Total For Check # 327288</b>									<b>187.68</b>
03/20/2025	327289	1550	GENESIS HEALTH CLUBS	149329	Payroll Run 1 - Warrant 250131	110  218150		2025/7	647.02
				153203	Payroll Run 1 - Warrant 250228	110  218150		2025/8	619.98
<b>Total For Check # 327289</b>									<b>1,267.00</b>
03/20/2025	327290	159	PRE-PAID LEGAL SERVICES, INC.	153199	Payroll Run 1 - Warrant 250228	110  218100		2025/8	553.73
<b>Total For Check # 327290</b>									<b>553.73</b>
03/20/2025	327291	4905	METROPOLITAN LIFE INSURANCE COMPANY	153207	Payroll Run 1 - Warrant 250228	110  218340		2025/8	3,298.06
				153207	Payroll Run 1 - Warrant 250228	110  218480		2025/8	3,512.82
				153207	Payroll Run 1 - Warrant 250228	110  218590		2025/8	972.91
<b>Total For Check # 327291</b>									<b>7,783.79</b>
03/20/2025	327292	1987	SURENCY LIFE & HEALTH INS. CO.	153204	Payroll Run 1 - Warrant 250228	110  218460		2025/8	211.25
<b>Total For Check # 327292</b>									<b>211.25</b>
<b>Total For Fund 110</b>									<b>239,117.95</b>
<b>Number of Invoices For Fund 110</b>									<b>590</b>

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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326936	1627	KEEP BROKEN ARROW BEAUTIFUL INC	NOVEMBER 5, 2024	2024 ROSE FESTIVAL GRANT FUNDING	2271700  550100		2025/9	7,500.00
						<b>Total For Check # 326936</b>			<b>7,500.00</b>
03/13/2025	327037	3223	GORDON OUTDOOR ADVERTISING	42244	42244 03/01/2025	2271700  530870		2025/9	750.00
						<b>Total For Check # 327037</b>			<b>750.00</b>
03/13/2025	327058	5131	KEVIN BEHE	12988	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.56
				12982	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.24
				12987	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.56
				12981	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.24
				12986	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.56
				12980	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.24
				12985	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	0.93
				12979	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.87
				12984	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	2.02
				12978	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	2.02
				12983	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.87
				12977	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.56
				12991	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.87
				12990	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.87
				12992	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	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
						<b>Total For Check # 327058</b>			<b>24.28</b>
03/20/2025	327172	4666 BLUEJAY PROPERTIES LLC		APRIL 2025	REAL PROPERTY RENTAL OR LEASE	2271700  540330		2025/9	1,750.00
						<b>Total For Check # 327172</b>			<b>1,750.00</b>
03/20/2025	327219	5226 INTELLECTIX CORPORATION		1533	1533 2/28/2025	2271700  530870		2025/9	25.00
						<b>Total For Check # 327219</b>			<b>25.00</b>
03/20/2025	327220	5131 KEVIN BEHE		13000	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.24
				13019	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.55
				13075	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.55
				13080	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	0.93
				13049	CITY COUNCIL APPROVED 09/09/24	2271700  540070		2025/9	1.24
						<b>Total For Check # 327220</b>			<b>6.51</b>
03/20/2025	327251	201 ROYAL PRINTING		66097	66097 3/6/2025	2271700  550360		2025/9	728.00
						<b>Total For Check # 327251</b>			<b>728.00</b>
						<b>Total For Fund 227</b>			<b>10,783.79</b>
						<b>Number of Invoices For Fund 227</b>			<b>25</b>

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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326994	5126	ASCEND COMMERCIAL BUILDERS	PA 5 2217090	PW Field Office	3301700  570150	2217090	2025/9	137,964.47
						<b>Total For Check # 326994</b>			<b>137,964.47</b>
03/13/2025	327035	831	GH2 ARCHITECTS, LLC	PA 11 201710	BA Iconic Gateway Park	3301700  570170	201710	2025/9	1,377.00
						<b>Total For Check # 327035</b>			<b>1,377.00</b>
03/13/2025	327060	4311	L&M OFFICE FURNITURE	75187	AS-SGFRMLSLPANEL frameless glass panel laminated.4	3303501  570150	2535040	2025/9	14,699.05
						<b>Total For Check # 327060</b>			<b>14,699.05</b>
03/13/2025	327062	4452	L3HARRIS TECHNOLOGIES INC	93444334	XG25M QTY 3	3305300  570170	2553130	2025/9	8,703.61
						<b>Total For Check # 327062</b>			<b>8,703.61</b>
03/13/2025	327079	5212	NORTHEASTERN IRRIGATION AND LANDSCAPE LLC	PA 1 201710	Gateways Signs	3301700  570170	201710	2025/9	51,151.49
						<b>Total For Check # 327079</b>			<b>51,151.49</b>
03/13/2025	327110	1266	TIGER WINDOW TINTING	INV-1371	INV-1371 3/4/2025	3303001  570020	2530010	2025/9	248.40
				INV-1371	INV-1371 3/4/2025	3303001  570020	2530180	2025/9	621.00
						<b>Total For Check # 327110</b>			<b>869.40</b>
03/20/2025	327195	634	DELL MARKETING L.P.	10741781663	10741781663 04/08/2024	3301700  570150		2025/9	766.00
						<b>Total For Check # 327195</b>			<b>766.00</b>
03/20/2025	327206	831	GH2 ARCHITECTS, LLC	PA 04 2417020	Project 2417020	3301700  570150	2417020	2025/9	1,250.00
						<b>Total For Check # 327206</b>			<b>1,250.00</b>
03/20/2025	327222	4311	L&M OFFICE FURNITURE	75048	75048 2/24/2025	3301102  570170	2411010	2025/9	3,507.73
						<b>Total For Check # 327222</b>			<b>3,507.73</b>
03/20/2025	327229	5300	MES I ACQUISITION INC	IN2196769	Suppression Tool Purchase	3303501  570170	2535060	2025/9	300.66
						<b>Total For Check # 327229</b>			<b>300.66</b>

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Fund 330

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327231	888	NAFECO	1333553	New Brush Equipment Nafeco	3303501  570020	2535020	2025/9	432.72
				1327919	Suppression Tool Purchase Nafeco	3303501  570170	2535060	2025/9	132.38
				1329136	Suppression Tool Purchase Nafeco	3303501  570170	2535060	2025/9	252.43
<b>Total For Check # 327231</b>									<b>817.53</b>
03/20/2025	327238	1111	P&K EQUIPMENT	5739844	Dimond attachments skid steer brush cutter pro x 7	3306000  570030	2560070	2025/9	13,595.00
<b>Total For Check # 327238</b>									<b>13,595.00</b>
03/20/2025	327244	4949	PROFESSIONAL TURF PRODUCTS	4026247-00	CITY COUNCIL APPROVED 11/19/2024	3306000  570030	2560020	2025/9	116,433.56
<b>Total For Check # 327244</b>									<b>116,433.56</b>
03/20/2025	327252	5071	SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.	0001079428	CITY COUNCIL APPROVED 04/02/24	3301700  570150	2317090	2025/9	40,860.99
				0001079428	CITY COUNCIL APPROVED 04/02/24	3306004  570170	2360340	2025/9	130,012.26
<b>Total For Check # 327252</b>									<b>170,873.25</b>
03/20/2025	327267	4224	NORTHWEST ARKANSAS TRAILER SALES LLC	5280	TRAILER FOR PARKS	3306000  570030	2560040	2025/9	3,850.00
<b>Total For Check # 327267</b>									<b>3,850.00</b>
03/20/2025	327275	868	COUNTRY FORD-MERCURY INC	83483	8 Patrol Ford Explorers (Council Approved 8-5-24)	3303001  570020	2530010	2025/9	49,591.00
				83482	8 Patrol Ford Explorers (Council Approved 8-5-24)	3303001  570020	2530010	2025/9	49,591.00
<b>Total For Check # 327275</b>									<b>99,182.00</b>
<b>Total For Fund 330</b>									<b>625,340.75</b>
<b>Number of Invoices For Fund 330</b>									<b>21</b>

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Fund 332

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327141	999900	OTP - AR REFUNDS	REC-021855-2024	MISSED REFUND	33240  470100		2025/9	1,044.00
<b>Total For Check # 327141</b>									<b>1,044.00</b>
03/20/2025	327260	1131	SPRING CREEK NURSERY	216097	BLANKET PO FOR NURSERY STOCK	3326000  570170	PKDONA	2025/9	160.00
<b>Total For Check # 327260</b>									<b>160.00</b>
<b>Total For Fund 332</b>									<b>1,204.00</b>
<b>Number of Invoices For Fund 332</b>									<b>2</b>

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Fund 335

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	327114	1329 TRI STAR CONSTRUCTION LLC		PA 6 ST24010	Iola Rehab - Elm to North 1st	3358023  570150	ST24010	2025/9	3,137.69
				PA FINAL ST24010	Iola Rehab - Elm to North 1st	3358023  570150	ST24010	2025/9	3,075.60
						<b>Total For Check # 327114</b>			<b>6,213.29</b>
						<b>Total For Fund 335</b>			<b>6,213.29</b>
						<b>Number of Invoices For Fund 335</b>			<b>2</b>

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Fund 342

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326987	149	AMERICAN ELECTRIC POWER/PSO	789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1809 W BROADWAY	3425300  550250		2025/9	28.48
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1650 N KENWOOD	3425300  550250		2025/9	223.93
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 391 N 23RD	3425300  550250		2025/9	131.16
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1691 E KENOSHA	3425300  550250		2025/9	38.98
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 793 E KENOSHA	3425300  550250		2025/9	21.79
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1900 N ELM	3425300  550250		2025/9	226.68
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 100 W DETRIOT	3425300  550250		2025/9	139.43
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1251 E HILLSIDE	3425300  550250		2025/9	406.61
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 8019 E GALVESTON	3425300  550250		2025/9	22.23
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 297 S MAIN	3425300  550250		2025/9	137.46
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 3500 E KENOSHA	3425300  550250		2025/9	38.05
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 2197 S MAIN	3425300  550250		2025/9	44.28
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 149 E EL PASO	3425300  550250		2025/9	230.18
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 100 S ASPEN	3425300  550250		2025/9	27.53
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1092 E LANSING	3425300  550250		2025/9	223.13
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 999 N MAIN	3425300  550250		2025/9	25.57
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 8017 E GALVESTON	3425300  550250		2025/9	22.73
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1792 E KENOSHA	3425300  550250		2025/9	191.68

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03/13/2025	326987			789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 699 S 77TH	3425300  550250		2025/9	22.65
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 790 E LANSING	3425300  550250		2025/9	150.64
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 204 S MAIN ST	3425300  550250		2025/9	332.97
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 199 N ELM PL	3425300  550250		2025/9	24.46
				789-381-1-9 02272025	956-789-381-1-9 FEB 27 2025 1550 W ALBANY	3425300  550250		2025/9	287.75
					<b>Total For Check # 326987</b>				<b>2,998.37</b>
03/13/2025	327029	1231 AT&T MOBILITY LLC		DVR022025	ACCT 500634737 2/5-3/4/2025	3425300  550540		2025/9	134.00
					<b>Total For Check # 327029</b>				<b>134.00</b>
03/20/2025	327157	149 AMERICAN ELECTRIC POWER/PSO		502-247-0-5 02202025	953-502-247-0-5 FEB 20, 2025 2501 W FULTON ST	3425300  550250		2025/9	53.19
				343-742-0-7 02182025	950-343-742-0-7 FEB 18, 2025 3590 W WASHINGTON ST	3425300  550250		2025/9	55.43
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3599 S 23D ST	3425300  550250		2025/9	59.71
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 98 S ELM PL	3425300  550250		2025/9	33.06
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3020 W NEW ORLEANS ST	3425300  550250		2025/9	27.89
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1498 W KENOSHA ST	3425300  550250		2025/9	28.13
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2103 W JASPER ST UNIT	3425300  550250		2025/9	11.31
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1691 N 9TH ST	3425300  550250		2025/9	45.22
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 296 S 9TH ST	3425300  550250		2025/9	58.92
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2815 W FLORENCE ST	3425300  550250		2025/9	17.21
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 5891 S ASPEN AVE	3425300  550250		2025/9	55.53

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03/20/2025	327157			452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 582 W FLORENCE ST	3425300  550250		2025/9	66.21
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2291 W FLORENCE ST	3425300  550250		2025/9	42.98
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1191 N 9TH ST	3425300  550250		2025/9	66.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 7880 E KENOSHA ST	3425300  550250		2025/9	64.06
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1808 N ELM PL UNIT	3425300  550250		2025/9	11.16
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2150 W KENOSHA ST UNIT	3425300  550250		2025/9	49.63
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 698 N 9TH ST	3425300  550250		2025/9	60.37
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 998 N ELM PL	3425300  550250		2025/9	70.98
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1247 N 23RD ST	3425300  550250		2025/9	71.77
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 11100 S 129TH E AVE UN	3425300  550250		2025/9	43.15
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1498 N 9TH ST	3425300  550250		2025/9	98.59
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2010 N ELM PL	3425300  550250		2025/9	41.41
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3199 N 9TH ST	3425300  550250		2025/9	64.56
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2791 N ELM PL UNIT TRF	3425300  550250		2025/9	11.09
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 6191 S ASPEN AVE	3425300  550250		2025/9	37.44
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 413 W ALBANY ST UNIT T	3425300  550250		2025/9	78.11
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 699 W QUANAH PL UNIT T	3425300  550250		2025/9	15.29

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03/20/2025	327157			452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2050 E KENOSHA ST UNIT	3425300  550250		2025/9	12.75
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 294 E NEW ORLEANS ST	3425300  550250		2025/9	64.78
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 5594 S ASPEN AVE UNIT	3425300  550250		2025/9	50.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 211 W ALBANY ST	3425300  550250		2025/9	54.64
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1000 W ALBANY ST	3425300  550250		2025/9	75.79
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1850 S MAIN ST	3425300  550250		2025/9	17.03
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3790 E KENOSHA ST	3425300  550250		2025/9	11.31
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1090 N 23RD ST	3425300  550250		2025/9	73.92
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3503 E KENOSHA ST	3425300  550250		2025/9	55.33
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1606 W TUCSON ST	3425300  550250		2025/9	113.12
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 5590 S ASPEN AVE UNIT	3425300  550250		2025/9	45.55
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2190 W OMAHA ST	3425300  550250		2025/9	37.74
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	9.64
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2198 W ALBANY ST UNIT	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW UNIT TRF	3425300  550250		2025/9	14.85
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2705 N ASPEN AVE UNIT	3425300  550250		2025/9	11.02
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 701 1/4 S 9TH ST	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 7999 S HIGHWAY 51 UNIT	3425300  550250		2025/9	12.46

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03/20/2025	327157			452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 5151 E KENOSHA ST UNIT	3425300  550250		2025/9	22.34
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3602 W KENOSHA ST UNIT	3425300  550250		2025/9	16.44
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1700 S MAIN ST UNIT TR	3425300  550250		2025/9	11.39
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1801 S ELM PL UNIT TRF	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2200 E KENOSHA ST UNIT	3425300  550250		2025/9	9.36
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1602 S MAIN ST UNIT TR	3425300  550250		2025/9	13.84
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 24047 E 51 HWY UNIT TR	3425300  550250		2025/9	10.58
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2400 N 9TH ST UNIT TRF	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1390 E KENOSHA ST UNIT	3425300  550250		2025/9	11.82
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 582 W FLORENCE ST	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1902 S 9TH ST UNIT TRF	3425300  550250		2025/9	9.85
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2200 S ASPEN AVE	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 1000 1/4 KENOSHA ST UN	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	16.44
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	11.46
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	9.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 2150 W KENOSHA ST	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	16.44

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03/20/2025	327157			452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 3599 S ASPEN AVE	3425300  550250		2025/9	15.29
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 24100 E 71ST ST S	3425300  550250		2025/9	11.31
				452-844-0-4 03032025	959-452-844-0-4 MAR 3, 2025 BROKEN ARROW	3425300  550250		2025/9	15.29
				111-611-0-2 02282025	954-111-611-0-2 FEB 28, 2025 BROKEN ARROW	3425300  550250		2025/9	25,595.13
				983-871-0-9 02282025	954-983-871-0-9 0 FEB 28, 2025 3101 E 101ST PL	3425300  550250		2025/9	23.08
<b>Total For Check # 327157</b>									<b>27,955.87</b>
03/20/2025	327202	1231 AT&T MOBILITY LLC		287319339297X032025	287319339297X03082025 FEB 28, 2025 5	3425300  560240		2025/9	1,065.49
<b>Total For Check # 327202</b>									<b>1,065.49</b>
03/20/2025	327225	131 LOCKE SUPPLY COMPANY		54752762-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3425300  560230		2025/9	125.88
				54752135-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3425300  560230		2025/9	9.00
<b>Total For Check # 327225</b>									<b>134.88</b>
03/20/2025	327248	922 REXEL USA INC		S141400433.001	S141400433.001 01/02/2025	3425300  560240		2025/9	192.00
				S141392482.001	S141392482.001 01/02/2025	3425300  560240		2025/9	17.98
				S141401142.001	S141401142.001 01/15/2025	3425300  560240		2025/9	172.43
<b>Total For Check # 327248</b>									<b>382.41</b>
<b>Total For Fund 342</b>									<b>32,671.02</b>
<b>Number of Invoices For Fund 342</b>									<b>100</b>

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03/13/2025	327012	1436	CHEROKEE PRIDE CONST. INC.	PA 2 ST24050	PAY APP ST24050 3435300-570150	3435300  570150	ST24050	2025/9	302,129.00
<b>Total For Check # 327012</b>									<b>302,129.00</b>
03/20/2025	327272	1496	TWIN CITIES READY MIX INC	299348	BLANKET PO FOR CONCRETE	3435300  570150	ST24050	2025/9	435.00
<b>Total For Check # 327272</b>									<b>435.00</b>
<b>Total For Fund 343</b>									<b>302,564.00</b>
<b>Number of Invoices For Fund 343</b>									<b>2</b>

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03/13/2025	326982	1335 911	CUSTOM	58052A	Lights and bracket needed for post grappler instal	3443001  560200		2025/9	607.70
				58976-7	Vehicle Equipment for New PD Vehicles	3443001  570020	2530180	2025/9	290.28
<b>Total For Check # 326982</b>									<b>897.98</b>
03/13/2025	326987	149	AMERICAN ELECTRIC POWER/PSO	234-103-0-2 03032025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443001  550250		2025/9	15,083.94
				234-103-0-2 03032025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443009  550250		2025/9	1,453.56
<b>Total For Check # 326987</b>									<b>16,537.50</b>
03/13/2025	326989	4935	AMAZON.COM SALES INC	167J-NX1F-LPPG	Office Supplies	3443010  560030		2025/9	347.02
<b>Total For Check # 326989</b>									<b>347.02</b>
03/13/2025	327007	204	BROKEN ARROW PUBLIC SCHOOLS	2025-099-033	2025-099-033	3443001  550100		2025/9	3,555.55
<b>Total For Check # 327007</b>									<b>3,555.55</b>
03/13/2025	327013	37	CINTAS CORPORATION	5255799807	BLANKET PO FOR MEDICAL SUPPLIES	3443009  560230		2025/9	80.62
<b>Total For Check # 327013</b>									<b>80.62</b>
03/13/2025	327015	1391	CLEAN THE UNIFORM CO OKLAHOMA	52123455	Rugs for PSC and Training Center for FY25	3443001  540330		2025/9	4.71
<b>Total For Check # 327015</b>									<b>4.71</b>
03/13/2025	327026	634	DELL MARKETING L.P.	10802322704	32" Monitors for PD Records Employees	3443010  560240		2025/9	3,959.88
<b>Total For Check # 327026</b>									<b>3,959.88</b>
03/13/2025	327029	1231	AT&T MOBILITY LLC	DVR022025	ACCT 500634737 2/5-3/4/2025	3443001  550540		2025/9	962.00
<b>Total For Check # 327029</b>									<b>962.00</b>
03/13/2025	327031	4719	FRETHEIM CAR WASH OPERATOR LLC	1024	CAR WASH TOKENS FOR Zachary Schatz	3443001  540200		2025/9	375.00
				1025	Car Wash Tokens for PD	3443001  540200		2025/9	525.00

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						<b>Total For Check # 327031</b>			<b>900.00</b>
03/13/2025	327046	4320 HILL'S PET NUTRITION SALES INC		252460593	Animal food for the shelter	3443009  560230		2025/9	265.24
						<b>Total For Check # 327046</b>			<b>265.24</b>
03/13/2025	327052	23 J D YOUNG COMPANY INC		1256047	LEASE & USAGE CHARGE FY25	3443001  540330		2025/9	384.45
				1256047	LEASE & USAGE CHARGE FY25	3443006  540330		2025/9	94.06
				1256047	LEASE & USAGE CHARGE FY25	3443008  540330		2025/9	87.60
				1256047	LEASE & USAGE CHARGE FY25	3443009  540330		2025/9	87.60
				1256047	LEASE & USAGE CHARGE FY25	3443010  540330		2025/9	208.24
				1256047	LEASE & USAGE CHARGE FY25	3443001  540550		2025/9	304.61
				1256047	LEASE & USAGE CHARGE FY25	3443006  540550		2025/9	81.12
				1256047	LEASE & USAGE CHARGE FY25	3443008  540550		2025/9	0.66
				1256047	LEASE & USAGE CHARGE FY25	3443009  540550		2025/9	1.46
				1256047	LEASE & USAGE CHARGE FY25	3443010  540550		2025/9	73.23
				1256047	LEASE & USAGE CHARGE FY25	3443001  560230		2025/9	6.46
				1256047	LEASE & USAGE CHARGE FY25	3443006  560230		2025/9	1.58
				1256047	LEASE & USAGE CHARGE FY25	3443008  560230		2025/9	3.23
				1256047	LEASE & USAGE CHARGE FY25	3443009  560230		2025/9	1.58
				1256047	LEASE & USAGE CHARGE FY25	3443010  560230		2025/9	1.58
						<b>Total For Check # 327052</b>			<b>1,337.46</b>
03/13/2025	327058	5131 KEVIN BEHE		12988	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.02
				12988	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26
				12982	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	3.21
				12982	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.21
				12987	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.01

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			12987	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26
			12981	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	3.21
			12981	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.21
			12986	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.02
			12986	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26
			12980	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	3.21
			12980	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.21
			12985	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	2.41
			12985	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.15
			12979	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.82
			12979	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.31
			12984	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	5.22
			12984	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.33
			12978	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	5.22
			12978	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.33
			12983	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.82
			12983	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.31
			12977	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.01
			12977	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26

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				12991	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.82
				12991	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.31
				12990	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.82
				12990	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.31
				12992	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.82
				12992	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.31
					<b>Total For Check # 327058</b>				<b>66.67</b>
03/13/2025	327072	4777 MWI VETERINARY SUPPLY CO		59716438	Medical Supplies & Medicine for the Animal Shelter	3443009  560230		2025/9	14.40
				59713107	Medical Supplies & Medicine for the Animal Shelter	3443009  560230		2025/9	134.92
				59727503	Medical Supplies & Medicine for the Animal Shelter	3443009  560230		2025/9	433.00
					<b>Total For Check # 327072</b>				<b>582.32</b>
03/13/2025	327074	25 NAPA AUTO PARTS		013255	G13552	3443001  560190		2025/9	812.88
				013675	BB5Z78022A68A	3443001  560200		2025/9	269.31
				013396	F000702	3443001  560190		2025/9	644.64
				013651	BB5Z78022A68AA	3443001  560200		2025/9	269.31
				013806	F012114	3443001  560190		2025/9	544.40
				013808	F008261	3443001  560190		2025/9	437.52
				013973	Y110101841	3443001  560190		2025/9	856.84
					<b>Total For Check # 327074</b>				<b>3,834.90</b>
03/13/2025	327075			013239	7502	3443001  560200		2025/9	4.15
				013239	RTU1DEX	3443001  560210		2025/9	9.30
				013239	5W20BULK	3443001  560210		2025/9	20.28

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				013239	20811	3443001  560210		2025/9	23.61
				013239	115	3443001  560210		2025/9	14.44
				013240	7060	3443001  560200		2025/9	4.15
				013240	115	3443001  560210		2025/9	14.44
				013240	20811	3443001  560210		2025/9	23.61
				013240	5W20BULK	3443001  560210		2025/9	23.66
				013241	100255	3443001  560200		2025/9	4.15
				013241	20811	3443001  560210		2025/9	23.61
				013241	115	3443001  560210		2025/9	14.44
				013241	0W20BULK	3443001  560210		2025/9	28.64
				013242	100255	3443001  560200		2025/9	4.15
				013242	20811	3443001  560210		2025/9	23.61
				013242	115	3443001  560210		2025/9	14.44
				013242	0W20BULK	3443001  560210		2025/9	28.64
				013246	7502	3443001  560200		2025/9	4.15
				013246	5W20BULK	3443001  560210		2025/9	20.28
				013246	20811	3443001  560210		2025/9	23.61
				013246	115	3443001  560210		2025/9	14.44
				013247	7060	3443001  560200		2025/9	4.15
				013247	20811	3443001  560210		2025/9	23.61
				013247	115	3443001  560210		2025/9	14.44
				013247	5W20BULK	3443001  560210		2025/9	23.66
				013259	13565641	3443001  560200		2025/9	111.78
				013269	4068	3443001  560200		2025/9	5.22
				013269	6935	3443001  560200		2025/9	9.34
				013269	7502	3443001  560200		2025/9	4.15
				013269	20811	3443001  560210		2025/9	23.61
				013269	115	3443001  560210		2025/9	14.44

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013269	5W20BULK	3443001  560210		2025/9	20.28
				013703	DG1Z5426412A	3443001  560200		2025/9	155.27
				013408	100255	3443001  560200		2025/9	4.15
				013408	0W20BULK	3443001  560210		2025/9	28.64
				013408	20811	3443001  560210		2025/9	23.61
				013408	115	3443001  560210		2025/9	14.44
				013409	8465AAA	3443001  560200		2025/9	129.51
				013409	8465AAA	3443001  560200		2025/9	18.00
				013409	8465AAA	3443001  560200		2025/9	-18.00
				013414	7502	3443001  560200		2025/9	4.15
				013414	5W20BULK	3443001  560210		2025/9	20.28
				013414	20811	3443001  560210		2025/9	23.61
				013414	115	3443001  560210		2025/9	14.44
				013631	27014	3443001  560200		2025/9	49.10
				013631	22052	3443001  560200		2025/9	32.27
				013763	230019	3443001  560200		2025/9	7.84
				013763	20811	3443001  560210		2025/9	23.61
				013763	115	3443001  560210		2025/9	14.44
				013763	5W20BULK	3443001  560210		2025/9	27.04
				013764	7502	3443001  560200		2025/9	4.15
				013764	20811	3443001  560210		2025/9	23.61
				013764	115	3443001  560210		2025/9	14.44
				013764	5W30BULK	3443001  560210		2025/9	26.67
				013765	7502	3443001  560200		2025/9	4.15
				013765	4068	3443001  560200		2025/9	5.22
				013765	6935	3443001  560200		2025/9	9.34
				013765	20811	3443001  560210		2025/9	23.61
				013765	115	3443001  560210		2025/9	14.44

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013765	5W20BULK	3443001  560210		2025/9	20.28
				013772	7502	3443001  560200		2025/9	4.15
				013772	20811	3443001  560210		2025/9	23.61
				013772	115	3443001  560210		2025/9	14.44
				013772	5W30BULK	3443001  560210		2025/9	26.67
				013779	HSH060	3443001  560200		2025/9	66.77
				013797	9L3Z1A189A	3443009  560190		2025/9	74.33
				013802	1372	3443001  560200		2025/9	8.30
				013802	20811	3443001  560210		2025/9	23.61
				013802	115	3443001  560210		2025/9	14.44
				013802	5W30BULK	3443001  560210		2025/9	26.67
				013807	F2GZ1A189A	3443009  560190		2025/9	74.33
				013814	7060	3443001  560200		2025/9	4.15
				013814	20811	3443001  560210		2025/9	23.61
				013814	115	3443001  560210		2025/9	14.44
				013814	5W30BULK	3443001  560210		2025/9	22.86
				013815	7502	3443001  560200		2025/9	4.15
				013815	20811	3443001  560210		2025/9	23.61
				013815	115	3443001  560210		2025/9	14.44
				013815	5W20BULK	3443001  560210		2025/9	20.28
				013841	CA009562030	3443009  560200		2025/9	110.58
				013741	ASP1455	3443001  560200		2025/9	72.86
				013748	F000702	3443001  560190		2025/9	148.60
				013750	FT880870	3443001  560200		2025/9	137.24
				013939	7060	3443001  560200		2025/9	4.15
				013939	20811	3443001  560210		2025/9	23.61
				013939	115	3443001  560210		2025/9	14.44
				013939	5W20BULK	3443001  560210		2025/9	23.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013946	7060	3443001  560200		2025/9	4.15
				013946	20811	3443001  560210		2025/9	23.61
				013946	115	3443001  560210		2025/9	14.44
				013946	5W20BULK	3443001  560210		2025/9	27.04
				013959	FT9656	3443001  560200		2025/9	64.03
				013959	2413	3443001  560230		2025/9	7.22
						<b>Total For Check # 327075</b>			<b>2,475.28</b>
03/13/2025	327076			013417	68275595AC	3443001  560200		2025/9	21.80
				013629	230266	3443009  560200		2025/9	10.44
				013629	7502	3443009  560200		2025/9	4.15
				013629	9883	3443009  560200		2025/9	12.45
				013629	5W30BULK	3443009  560210		2025/9	22.86
				013782	7502	3443001  560200		2025/9	4.15
				013782	20811	3443001  560210		2025/9	23.61
				013782	115	3443001  560210		2025/9	14.44
				013782	5W20BULK	3443001  560210		2025/9	20.28
				013783	7502	3443009  560200		2025/9	4.15
				013783	5W20BULK	3443009  560210		2025/9	27.04
				013811	7502	3443001  560200		2025/9	4.15
				013811	20811	3443001  560210		2025/9	23.61
				013811	115	3443001  560210		2025/9	14.44
				013811	5W20BULK	3443001  560210		2025/9	20.28
				013812	7502	3443001  560200		2025/9	4.15
				013812	20811	3443001  560210		2025/9	23.61
				013812	115	3443001  560210		2025/9	14.44
				013812	5W20BULK	3443001  560210		2025/9	20.28
				013813	7502	3443001  560200		2025/9	4.15
				013813	20811	3443001  560210		2025/9	23.61

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013813	115	3443001  560210		2025/9	14.44
				013813	5W20BULK	3443001  560210		2025/9	20.28
				013827	7502	3443009  560200		2025/9	4.15
				013827	9883	3443009  560200		2025/9	12.45
				013827	5W30BULK	3443009  560210		2025/9	22.86
				013843	7502	3443001  560200		2025/9	8.30
				013843	3157NAN	3443001  560200		2025/9	1.07
				013843	115	3443001  560210		2025/9	14.44
				013843	5W30BULK	3443001  560210		2025/9	22.86
				013849	737303	3443009  560230		2025/9	40.00
				013737	7502	3443001  560200		2025/9	4.15
				013737	20811	3443001  560210		2025/9	23.61
				013737	115	3443001  560210		2025/9	14.44
				013737	5W20BULK	3443001  560210		2025/9	20.28
						<b>Total For Check # 327076</b>			<b>541.42</b>
03/13/2025	327077			013252	9005N	3443001  560200		2025/9	7.32
				013781	DA1610	3443001  560200		2025/9	7.19
				013805	104	3443001  560230		2025/9	20.65
						<b>Total For Check # 327077</b>			<b>35.16</b>
03/13/2025	327078			013406	SW050	3443001  560230		2025/9	3.16
				013922	W715134S439	3443001  560200		2025/9	2.89
						<b>Total For Check # 327078</b>			<b>6.05</b>
03/13/2025	327099	1586	SIGN SOLUTIONS	5444	5444 03/05/2025	3443001  540070		2025/9	125.00
						<b>Total For Check # 327099</b>			<b>125.00</b>
03/13/2025	327100	275	SIRCHIE FINGER PRINT LABORATORIES	0682252-IN	Fentanyl Test Kits for PD Use	3443001  560230		2025/9	1,415.93
						<b>Total For Check # 327100</b>			<b>1,415.93</b>

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03/13/2025	327115	3598 TRITECH SOFTWARE SYSTEMS		431725	431725 2/14/2025	3443006  540550		2025/9	2,160.00
<b>Total For Check # 327115</b>									<b>2,160.00</b>
03/20/2025	327138	2525 JACOB DRAIN		PDR 03302025	PER DIEM-IPMBA INSTRUCTOR COURSE, NORMAN, OK MARCH	3443001  550030		2025/9	306.00
				PDR 03232025	PER DIEM-VCQB INSTRUCTOR COURSE, EL DORADO, KS MAR	3443001  550030		2025/9	306.00
<b>Total For Check # 327138</b>									<b>612.00</b>
03/20/2025	327163	4935 AMAZON.COM SALES INC		1TLF-LWWW-GLD9	Docking Station for Major Walls	3443001  560240		2025/9	152.95
<b>Total For Check # 327163</b>									<b>152.95</b>
03/20/2025	327179	200 CALL ONE INC		2287533	Replacement Headsets for Dispatch	3443006  560240		2025/9	1,650.00
<b>Total For Check # 327179</b>									<b>1,650.00</b>
03/20/2025	327183	1047 CHARM-TEX		0395042-IN	inmate items	3443008  560230		2025/9	674.00
<b>Total For Check # 327183</b>									<b>674.00</b>
03/20/2025	327187	1391 CLEAN THE UNIFORM CO OKLAHOMA		52123454	Rugs for PSC and Training Center for FY25	3443009  540330		2025/9	3.92
<b>Total For Check # 327187</b>									<b>3.92</b>
03/20/2025	327199	1205 EMBLEMS INC		48157	K-9 Patches with Velcro	3443001  560100		2025/9	515.00
<b>Total For Check # 327199</b>									<b>515.00</b>
03/20/2025	327202	1231 AT&T MOBILITY LLC		287319339297X032025	287319339297X03082025 FEB 28, 2025	3443001  550220		2025/9	40.04
				5					
				287319339297X032025	287319339297X03082025 FEB 28, 2025	3443001  550540		2025/9	2,195.25
				5					
<b>Total For Check # 327202</b>									<b>2,235.29</b>
03/20/2025	327217	4736 DUSTIN MANLY		10000396	10000396 03/11/2025	3443001  540070		2025/9	1,825.00
<b>Total For Check # 327217</b>									<b>1,825.00</b>

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03/20/2025	327220	5131	KEVIN BEHE	13000	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	3.21
				13000	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.21
				13019	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.01
				13019	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26
				13075	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	4.02
				13075	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.26
				13080	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	2.41
				13080	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.15
				13049	CITY COUNCIL APPROVED 09/09/24	3443001  540070		2025/9	3.21
				13049	CITY COUNCIL APPROVED 09/09/24	3443009  540070		2025/9	0.21
<b>Total For Check # 327220</b>									<b>17.95</b>
03/20/2025	327226	2355	LOCKEDINRN	03032025	Inmate Care - Nurse Contract	3443008  530870		2025/9	307.08
				02242025	Inmate Care - Nurse Contract	3443008  530870		2025/9	307.08
				02172025	Inmate Care - Nurse Contract	3443008  530870		2025/9	307.08
<b>Total For Check # 327226</b>									<b>921.24</b>
03/20/2025	327232	25	NAPA AUTO PARTS	13858	7502	3443001  560200		2025/9	4.15
				13858	20811	3443001  560210		2025/9	23.61
				13858	115	3443001  560210		2025/9	14.44
				13858	5W20BULK	3443001  560210		2025/9	20.28
				13861	45010	3443001  560200		2025/9	120.67

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				13878	ECR1632BP	3443001  560200		2025/9	4.88
				13878	7526	3443001  560200		2025/9	107.72
				13878	7526	3443001  560200		2025/9	18.00
				13878	7526	3443001  560200		2025/9	-18.00
				13887	RTU1DEX	3443001  560200		2025/9	18.60
				13887	39083	3443001  560200		2025/9	41.68
				13893	7060	3443001  560200		2025/9	4.15
				13893	20811	3443001  560210		2025/9	23.61
				13893	115	3443001  560210		2025/9	14.44
				13893	5W30BULK	3443001  560210		2025/9	22.86
				013991	7502	3443001  560200		2025/9	4.15
				013991	20811	3443001  560210		2025/9	23.61
				013991	115	3443001  560210		2025/9	14.44
				013991	5W20BULK	3443001  560210		2025/9	20.28
				014003	20811	3443001  560200		2025/9	23.61
				014003	7502	3443001  560200		2025/9	4.15
				014003	115	3443001  560210		2025/9	14.44
				014003	5W30BULK	3443001  560210		2025/9	22.86
				014131	60241B	3443001  560200		2025/9	107.20
				014131	6022PP	3443001  560200		2025/9	99.80
				014175	7060	3443001  560200		2025/9	4.15
				014175	20811	3443001  560210		2025/9	23.61
				014175	115	3443001  560210		2025/9	14.44
				014175	5W20BULK	3443001  560210		2025/9	23.66
				014176	7060	3443001  560200		2025/9	4.15
				014176	20811	3443001  560210		2025/9	23.61
				014176	115	3443001  560210		2025/9	14.44
				014176	5W20BULK	3443001  560210		2025/9	23.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014177	100255	3443001  560200		2025/9	4.15
				014177	20811	3443001  560210		2025/9	23.61
				014177	115	3443001  560210		2025/9	14.44
				014177	0W20BULK	3443001  560210		2025/9	28.64
				014178	100010	3443001  560200		2025/9	4.15
				014178	20811	3443001  560210		2025/9	23.61
				014178	115	3443001  560210		2025/9	14.44
				014178	0W20BULK	3443001  560210		2025/9	21.48
				014181	7060	3443001  560200		2025/9	4.15
				014181	4017	3443001  560200		2025/9	7.85
				014181	9756	3443001  560200		2025/9	14.53
				014181	20811	3443001  560210		2025/9	23.61
				014181	115	3443001  560210		2025/9	14.44
				014181	5W20BULK	3443001  560210		2025/9	23.66
				014188	381378N	3443001  560200		2025/9	176.20
				014191	TOYO196600	3443001  560190		2025/9	808.44
				014198	F000184	3443009  560190		2025/9	171.58
						<b>Total For Check # 327232</b>			<b>2,266.33</b>
03/20/2025	327233			014142	64284	3443001  560200		2025/9	2.91
				014172	114	3443001  560230		2025/9	26.35
				014187	60221B	3443001  560200		2025/9	19.96
				014187	RTU1GAL	3443001  560210		2025/9	8.61
						<b>Total For Check # 327233</b>			<b>57.83</b>
03/20/2025	327234	973 NATIONAL WASTE & DISPOSAL INC.		0000235267	Trash and Recycle Service at PSC for FY2025	3443001  540070		2025/9	286.20
						<b>Total For Check # 327234</b>			<b>286.20</b>
03/20/2025	327250	3827 ROBINSON GLASS OF TULSA INC		2-298407	Replacement Windshield for Unit 1939	3443001  540200		2025/9	316.00

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						<b>Total For Check # 327250</b>			<b>316.00</b>
03/20/2025	327258	4931	HOWARD DCIII LLC	430954	UNIT # 2032	3443001  540200		2025/9	768.88
						<b>Total For Check # 327258</b>			<b>768.88</b>
03/20/2025	327263	4760	AUTOMOTIVE INDUSTRIES LLC	50662	UNIT #2377 ACCIDENT REPAIR	3443001  540200		2025/9	10,778.05
						<b>Total For Check # 327263</b>			<b>10,778.05</b>
03/20/2025	327266	1266	TIGER WINDOW TINTING	INV-1372	INV-1372 03/11/2025	3443001  540200		2025/9	496.80
						<b>Total For Check # 327266</b>			<b>496.80</b>
03/20/2025	327275	868	COUNTRY FORD-MERCURY INC	83680	CITY COUNCIL APPROVED 10/01/24	3443001  570020	2530180	2025/9	54,214.00
				83679	CITY COUNCIL APPROVED 10/01/24	3443001  570020	2530180	2025/9	54,214.00
				83681	CITY COUNCIL APPROVED 10/01/24	3443001  570020	2530180	2025/9	54,214.00
				83678	CITY COUNCIL APPROVED 10/01/24	3443001  570020	2530180	2025/9	54,214.00
				83682	CITY COUNCIL APPROVED 10/01/24	3443001  570020	2530180	2025/9	54,214.00
						<b>Total For Check # 327275</b>			<b>271,070.00</b>
03/20/2025	327276	5074	WAGNON CONSTRUCTION INC.	7728	REPLACE DOOR IN BREEZEWAY BETWEEN JUSTICE/STRMWTR	3443008  540070		2025/9	4,875.00
						<b>Total For Check # 327276</b>			<b>4,875.00</b>
03/20/2025	327280	1095	WINDSTREAM HOLDINGS II LLC	100429341 03052025	FY25 ANNUAL AGREEMENT	3443001  550220		2025/9	7,067.87
				100738908 03052025	FY25 ANNUAL AGREEMENT	3443001  550220		2025/9	5,468.45
						<b>Total For Check # 327280</b>			<b>12,536.32</b>
03/20/2025	327282	996	CITY OF BROKEN ARROW	151382	Payroll Run 1 - Warrant 250214	344  218180		2025/8	716.65
				151382	Payroll Run 1 - Warrant 250214	344  218360		2025/8	5,695.77

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				153893	Payroll Run 1 - Warrant 250314	344  218180		2025/9	716.65
				153893	Payroll Run 1 - Warrant 250314	344  218360		2025/9	5,770.77
						<b>Total For Check # 327282</b>			<b>12,899.84</b>
03/20/2025	327284			153201	Payroll Run 1 - Warrant 250228	344  218180		2025/8	716.65
				153201	Payroll Run 1 - Warrant 250228	344  218360		2025/8	5,695.77
						<b>Total For Check # 327284</b>			<b>6,412.42</b>
03/20/2025	327285	856 AMERICAN FIDELITY ASSURANCE CO.		153200	Payroll Run 1 - Warrant 250228	344  218420		2025/8	200.28
				153200	Payroll Run 1 - Warrant 250228	344  218430		2025/8	180.50
						<b>Total For Check # 327285</b>			<b>380.78</b>
03/20/2025	327286	4904 AMERITAS LIFE INSURANCE CORP.		153206	Payroll Run 1 - Warrant 250228	344  218240		2025/8	3,656.72
						<b>Total For Check # 327286</b>			<b>3,656.72</b>
03/20/2025	327287	4633 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		149331	Payroll Run 1 - Warrant 250131	344  218590		2025/7	1,365.26
				153205	Payroll Run 1 - Warrant 250228	344  218590		2025/8	1,474.47
						<b>Total For Check # 327287</b>			<b>2,839.73</b>
03/20/2025	327288	1319 COMMUNITY CARE EAP		153202	Payroll Run 1 - Warrant 250228	344  218560		2025/8	209.76
						<b>Total For Check # 327288</b>			<b>209.76</b>
03/20/2025	327289	1550 GENESIS HEALTH CLUBS		149329	Payroll Run 1 - Warrant 250131	344  218150		2025/7	639.30
				153203	Payroll Run 1 - Warrant 250228	344  218150		2025/8	639.30
						<b>Total For Check # 327289</b>			<b>1,278.60</b>
03/20/2025	327290	159 PRE-PAID LEGAL SERVICES, INC.		153199	Payroll Run 1 - Warrant 250228	344  218100		2025/8	902.02
						<b>Total For Check # 327290</b>			<b>902.02</b>
03/20/2025	327291	4905 METROPOLITAN LIFE INSURANCE COMPANY		153207	Payroll Run 1 - Warrant 250228	344  218340		2025/8	946.60

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				153207	Payroll Run 1 - Warrant 250228	344  218480		2025/8	3,407.10
				153207	Payroll Run 1 - Warrant 250228	344  218590		2025/8	747.75
					<b>Total For Check # 327291</b>				<b>5,101.45</b>
03/20/2025	327292	1987 SURENCY LIFE & HEALTH INS. CO.		153204	Payroll Run 1 - Warrant 250228	344  218460		2025/8	266.50
					<b>Total For Check # 327292</b>				<b>266.50</b>
					<b>Total For Fund 344</b>				<b>386,097.27</b>
					<b>Number of Invoices For Fund 344</b>				<b>313</b>

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03/13/2025	326931	683 JASON MELTON	EMP 03042025	REIMB FOR IPAD REPAIR SQUAD 5	3453501  540290		2025/9	25.00
<b>Total For Check # 326931</b>								<b>25.00</b>
03/13/2025	326933	1852 JEREMY MOORE	PDR 03262025	PER DIEM FOR MISSOURI VALLEY DIVISION FORCE CONF	3453501  550030		2025/9	54.40
<b>Total For Check # 326933</b>								<b>54.40</b>
03/13/2025	326934	1467 JOHN MARK STEWARD	PDR 03262025	PER DIEM FOR MISSOURI VALLEY DIVISION FORCE CONF	3453501  550030		2025/9	54.40
<b>Total For Check # 326934</b>								<b>54.40</b>
03/13/2025	326987	149 AMERICAN ELECTRIC POWER/PSO	284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 4105 E OMAHA	3453501  550250		2025/9	66.88
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 120 W KENOSHA	3453501  550250		2025/9	511.15
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 3151 N 9TH ST	3453501  550250		2025/9	1,118.10
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 5420 S 23RD ST	3453501  550250		2025/9	665.80
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 204 E EL PASO	3453501  550250		2025/9	55.73
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 204 E EL PASO	3453501  550250		2025/9	10.13
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 2300 W NORFOLK	3453501  550250		2025/9	813.12
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 1821 W DETROIT	3453501  550250		2025/9	239.77
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 3301 W HOUSTON	3453501  550250		2025/9	306.60
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 8000 S ELM	3453501  550250		2025/9	102.07
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 6201 E KENOSHA	3453501  550250		2025/9	323.87
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 122 W KENOSHA	3453501  550250		2025/9	277.02
			284-103-0-3 02262025	953-284-103-0-3 FEB 26 2025 3000 S ELM	3453501  550250		2025/9	97.80

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						<b>Total For Check # 326987</b>			<b>4,588.04</b>
03/13/2025	326989	4935	AMAZON.COM SALES INC	1GLD-1J73-DRX7	Heaters for Fire Station 2-Richard Walters	3453501  560180		2025/9	419.52
				16CM-3JV3-7KPD	ITEM: Mead Whiteboard, Dry Erase Board, 3' x 2',	3453502  560230		2025/9	44.78
				1NWR-PMY6-7JMT	BLANKET PO	3453501  560230		2025/9	164.24
						<b>Total For Check # 326989</b>			<b>628.54</b>
03/13/2025	326990	5180	AMERICAN MEDICAL GAS RESOURCES	2978	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502  560230		2025/9	213.00
				2971	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502  560230		2025/9	203.00
				2938	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502  560230		2025/9	180.00
						<b>Total For Check # 326990</b>			<b>596.00</b>
03/13/2025	326997	4498	BANNER FIRE EQUIPMENT INC	11P19152	11P19152 1/30/2025	3453501  560230		2025/9	366.00
						<b>Total For Check # 326997</b>			<b>366.00</b>
03/13/2025	327006	20	BROKEN ARROW LAWN & GARDEN	113364	SMALL ENGINE PARTS	3453501  560240		2025/9	849.00
						<b>Total For Check # 327006</b>			<b>849.00</b>
03/13/2025	327013	37	CINTAS CORPORATION	5255799806	BLANKET PO FOR MEDICAL SUPPLIES	3453503  560230		2025/9	50.46
						<b>Total For Check # 327013</b>			<b>50.46</b>
03/13/2025	327015	1391	CLEAN THE UNIFORM CO OKLAHOMA	52122086	52122086 2/26/2025	3453501  560300		2025/9	37.78
				52122764	52122764 2/28/2025	3453501  560300		2025/9	40.72
				52122759	52122759 2/28/2025	3453501  560300		2025/9	71.35
				52122087	52122087 2/26/2025	3453501  560300		2025/9	137.51
				52122763	52122763 2/28/2025	3453501  560300		2025/9	131.88
						<b>Total For Check # 327015</b>			<b>419.24</b>

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03/13/2025	327027	1552	EMS TECHNOLOGY SOLUTIONS LLC	67712	67712 3/1/2025	3453502  540550		2025/9	1,666.00
						<b>Total For Check # 327027</b>			<b>1,666.00</b>
03/13/2025	327041	3637	GREEN COUNTRY FIRE CHIEFS ASSOC	000221	000221 02/28/2025	3453501  530850		2025/9	80.00
						<b>Total For Check # 327041</b>			<b>80.00</b>
03/13/2025	327042	1665	GREEN COUNTRY MEDICAL WASTE LLC	16536	16536 3/1/2025	3453502  530870		2025/9	400.00
						<b>Total For Check # 327042</b>			<b>400.00</b>
03/13/2025	327052	23	J D YOUNG COMPANY INC	1256047	LEASE & USAGE CHARGE FY25	3453501  540330		2025/9	279.57
				1256047	LEASE & USAGE CHARGE FY25	3453501  540550		2025/9	116.22
				1256047	LEASE & USAGE CHARGE FY25	3453501  560230		2025/9	4.81
						<b>Total For Check # 327052</b>			<b>400.60</b>
03/13/2025	327053	4270	JENNY REBECCA OMONDI	01182025	GALA PHOTOGRAPHER	3453501  550890		2025/9	1,000.00
						<b>Total For Check # 327053</b>			<b>1,000.00</b>
03/13/2025	327054	2133	JIM NORTON CHEVROLET	349246	UNIT #2030	3453504  540200		2025/9	703.26
						<b>Total For Check # 327054</b>			<b>703.26</b>
03/13/2025	327058	5131	KEVIN BEHE	12988	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				12982	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	4.04
				12987	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				12981	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	4.04
				12986	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				12980	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	4.04

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				12985	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	3.03
				12979	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.06
				12984	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.57
				12978	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.57
				12983	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.06
				12977	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				12991	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.06
				12990	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.06
				12992	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	6.06
<b>Total For Check # 327058</b>									<b>78.79</b>
03/13/2025	327064	1088 LIFE ASSIST INC		1577006	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	400.00
				1558115	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	251.88
				1557978	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	-83.00
<b>Total For Check # 327064</b>									<b>568.88</b>
03/13/2025	327065	614 LIGHTING INC/BROKEN ARROW ELECTRIC		S3313699.001	BLANKET PO FOR MISC. LIGHTING	3453501  560180		2025/9	358.82
<b>Total For Check # 327065</b>									<b>358.82</b>
03/13/2025	327073	2621 MYHEALTH ACCESS NETWORK		12053	12053 3/1/2025	3453502  540550		2025/9	420.00
<b>Total For Check # 327073</b>									<b>420.00</b>
03/13/2025	327074	25 NAPA AUTO PARTS		013237	375040	3453502  560200		2025/9	52.22

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				013237	112505	3453502  560200		2025/9	333.83
				013444	40MDUL	3453502  560200		2025/9	630.00
				013444		3453502  560200		2025/9	18.86
				013758	1748XD	3453501  560200		2025/9	36.67
				013758	3965	3453501  560200		2025/9	30.11
				013758	3697	3453501  560200		2025/9	12.02
				013758	6891	3453501  560200		2025/9	139.70
				013758	15W40BULK	3453501  560210		2025/9	93.34
				013758	2413	3453501  560230		2025/9	3.50
				013760	4071	3453501  560200		2025/9	10.41
				013760	29558329AT	3453501  560200		2025/9	85.72
				013760	7317	3453501  560200		2025/9	21.08
				013760	1805483	3453501  560200		2025/9	159.78
				013760	1805482	3453501  560200		2025/9	142.88
				013760	9047902	3453501  560200		2025/9	64.28
				013760	R950011	3453501  560200		2025/9	92.63
				013760	HDATAFBULK	3453501  560210		2025/9	98.42
				013766	AN125001002	3453501  560200		2025/9	101.29
				013766	AN225001001	3453501  560200		2025/9	101.39
				013844	7234	3453501  560200		2025/9	615.36
				013844	7234	3453501  560200		2025/9	108.00
				013709	WINDSMARTBLAC	3453502  560200		2025/9	1,547.58
				013709		3453502  560200		2025/9	289.09
				013740	5V3R	3453501  560200		2025/9	695.56
				013740		3453501  560200		2025/9	25.04
				013753	1253094004	3453501  560200		2025/9	247.10
				013932	HC3Z2780D	3453502  560200		2025/9	259.27
				013948	1751163	3453501  560200		2025/9	76.24

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				013948		3453501  560200		2025/9	150.23
				013958	8465AAA	3453502  560200		2025/9	259.02
				013958	8465AAA	3453502  560200		2025/9	36.00
				013964	88300009	3453501  560200		2025/9	552.61
				013964		3453501  560200		2025/9	185.30
						<b>Total For Check # 327074</b>			<b>7,274.53</b>
03/13/2025	327075			013624	7151	3453502  560200		2025/9	14.72
				013624	300458	3453502  560200		2025/9	45.66
				013624	230266	3453502  560200		2025/9	10.44
				013624	200905	3453502  560200		2025/9	19.93
				013624	15W40BULK	3453502  560210		2025/9	46.67
				013634	HALE34	3453501  560200		2025/9	114.36
				013634		3453501  560200		2025/9	18.55
				013637	7051501	3453501  560200		2025/9	3.71
				013637	7051501	3453501  560200		2025/9	11.13
				013637	7051500	3453501  560200		2025/9	12.36
				013637	489897	3453501  560200		2025/9	73.33
				013799	7151	3453502  560200		2025/9	14.72
				013799	300458	3453502  560200		2025/9	45.66
				013799	230266	3453502  560200		2025/9	10.44
				013799	200905	3453502  560200		2025/9	19.93
				013799	15W40BULK	3453502  560210		2025/9	53.85
				013743	8080890013	3453501  560200		2025/9	112.31
				013743		3453501  560200		2025/9	18.55
				013752	489407	3453501  560200		2025/9	83.89
						<b>Total For Check # 327075</b>			<b>730.21</b>
03/13/2025	327076			013672	2413	3453501  560230		2025/9	42.00

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				013404		3453501  560200		2025/9	35.00
				013623	A1624	3453501  560230		2025/9	7.91
				013623	78004	3453501  560230		2025/9	11.32
				013623	AHDWMPHDC1	3453501  560230		2025/9	7.40
				013640	1887KK1001	3453501  560200		2025/9	59.52
				013641	78004	3453501  560230		2025/9	22.64
				013645	7060	3453502  560200		2025/9	4.15
				013645	5W20BULK	3453502  560210		2025/9	23.66
				013654	HDRTU1GAL	3453501  560210		2025/9	51.48
				013768	7680	3453501  560230		2025/9	21.96
				013785	550049483	3453501  560210		2025/9	26.32
				013785	550045126	3453501  560210		2025/9	18.32
				013842	3604XE	3453501  560200		2025/9	29.70
				013730	25450H	3453501  560200		2025/9	23.39
				013754		3453501  560200		2025/9	45.00
				013954	31025	3453501  560200		2025/9	44.13
				013988	8465AAA	3453502  560200		2025/9	-36.00
						<b>Total For Check # 327076</b>			<b>437.90</b>
03/13/2025	327077			013388	9008N	3453502  560200		2025/9	9.34
				013647	92506	3453501  560200		2025/9	4.86
				013647	NPB22	3453501  560200		2025/9	15.60
				013659	30AMP	3453502  560200		2025/9	19.89
				013784	1637	3453501  560200		2025/9	13.41
				013804	409559	3453501  560200		2025/9	21.06
				013831	62PMT44	3453501  560200		2025/9	8.88
				013847	78004	3453502  560230		2025/9	11.32
				013719	6652290	3453501  560200		2025/9	5.13
				013719	6651909	3453501  560200		2025/9	5.13

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				013933	CPG	3453502  560200		2025/9	6.66
				013933		3453502  560200		2025/9	3.75
						<b>Total For Check # 327077</b>			<b>125.03</b>
03/13/2025	327078			013638	H153	3453501  560200		2025/9	2.36
						<b>Total For Check # 327078</b>			<b>2.36</b>
03/13/2025	327082	96	OTA PIKEPASS CENTER	20250200105	20250200105 2/28/2025	3453501  550030		2025/9	589.90
				20250200105	20250200105 2/28/2025	3453502  550030		2025/9	469.31
				20250200105	20250200105 2/28/2025	3453501  550030		2025/9	-589.90
				20250200105	20250200105 2/28/2025	3453502  550030		2025/9	-469.31
						<b>Total For Check # 327082</b>			<b>0.00</b>
03/13/2025	327106	234	STOREY TOWING LLC	57185	57185 3/6/2025	3453502  540200		2025/9	287.50
						<b>Total For Check # 327106</b>			<b>287.50</b>
03/13/2025	327108	411	TESCORP INC	986650	Filters for Annual Compressor maintenance	3453501  560310		2025/9	1,664.43
						<b>Total For Check # 327108</b>			<b>1,664.43</b>
03/13/2025	327131	1095	WINDSTREAM HOLDINGS II LLC	101197628 03032025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	66.13
				101197624 03032025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	71.36
						<b>Total For Check # 327131</b>			<b>137.49</b>
03/20/2025	327135	2561	DUSTIN MALLOY	PDR 03312025	PER DIEM FOR CLEET IN ADA, OK-FY25	3453504  550030		2025/9	965.60
						<b>Total For Check # 327135</b>			<b>965.60</b>
03/20/2025	327162	5230	ALVA ROOFING CO	24125	REPAIR ROOF LEAKS AT FIRE STATION 1 (CENTRAL FIRE)	3453501  540070		2025/9	2,800.00
						<b>Total For Check # 327162</b>			<b>2,800.00</b>
03/20/2025	327163	4935	AMAZON.COM SALES INC	1XLC-DCLM-3VTN	BLANKET PO	3453501  560300		2025/9	92.22

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1R6L-M4P9-471C	ITEM: Mead Whiteboard, Dry Erase Board, 3' x 2',	3453502  560230		2025/9	49.60
				1K6R-KH9D-7FHV	BLANKET PO	3453501  560230		2025/9	35.95
				1DJD-HPVT-CNWM	ITEM: Rubbermaid Commercial Products WaveBrake 35	3453501  560300		2025/9	68.35
					<b>Total For Check #</b>	<b>327163</b>			<b>246.12</b>
03/20/2025	327175	18 BOUND TREE MEDICAL		85676567	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	413.75
				85676568	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	2,698.90
					<b>Total For Check #</b>	<b>327175</b>			<b>3,112.65</b>
03/20/2025	327177	20 BROKEN ARROW LAWN & GARDEN		113719	SMALL ENGINE PARTS	3453501  540290		2025/9	10.00
					<b>Total For Check #</b>	<b>327177</b>			<b>10.00</b>
03/20/2025	327181	29 CASCO INDUSTRIES INC		270494	2 CO Montiors for replacement	3453501  560240		2025/9	646.00
					<b>Total For Check #</b>	<b>327181</b>			<b>646.00</b>
03/20/2025	327187	1391 CLEAN THE UNIFORM CO OKLAHOMA		52123990	52123990 MARCH 7, 2025	3453501  560300		2025/9	122.29
				52123451	52123451 MARCH 5, 2025	3453501  560300		2025/9	173.35
				52123450	52123450 MARCH 5, 2025	3453501  560300		2025/9	2.94
					<b>Total For Check #</b>	<b>327187</b>			<b>298.58</b>
03/20/2025	327195	634 DELL MARKETING L.P.		10774190082	3 laptops for Ryan lawson	3453501  560240		2025/9	5,558.97
					<b>Total For Check #</b>	<b>327195</b>			<b>5,558.97</b>
03/20/2025	327202	1231 AT&T MOBILITY LLC		287319339297X032025	287319339297X03082025 FEB 28, 2025	3453501  550540		2025/9	817.43
				5					
					<b>Total For Check #</b>	<b>327202</b>			<b>817.43</b>
03/20/2025	327218	117 INLAND TRUCK PARTS & SERVICE		IN-1769866	unit 1924	3453504  540200		2025/9	782.38

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						<b>Total For Check # 327218</b>			<b>782.38</b>
03/20/2025	327220	5131 KEVIN BEHE		13000	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	4.04
				13019	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				13075	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	5.05
				13080	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	3.03
				13049	CITY COUNCIL APPROVED 09/09/24	3453501  540070		2025/9	4.04
						<b>Total For Check # 327220</b>			<b>21.21</b>
03/20/2025	327223	1088 LIFE ASSIST INC		1577464	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	630.00
				1558976	BLANKET PO FOR EMS SUPPLIES	3453501  560230		2025/9	582.75
				1577900	BLANKET PO FOR EMS SUPPLIES	3453502  560230		2025/9	3,812.04
						<b>Total For Check # 327223</b>			<b>5,024.79</b>
03/20/2025	327225	131 LOCKE SUPPLY COMPANY		54738293-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3453501  560180		2025/9	4.23
						<b>Total For Check # 327225</b>			<b>4.23</b>
03/20/2025	327231	888 NAFECO		1327520	Elkhart nozzle parts	3453501  560310		2025/9	803.00
						<b>Total For Check # 327231</b>			<b>803.00</b>
03/20/2025	327232	25 NAPA AUTO PARTS		13857	1748XD	3453501  560200		2025/9	36.67
				13857	FS1098	3453501  560200		2025/9	53.23
				13857	600564	3453501  560200		2025/9	31.00
				13857	PA30309	3453501  560200		2025/9	149.40
				13857	15W40BULK	3453501  560210		2025/9	93.34
				13885	281GMFJPB5RK	3453501  560200		2025/9	3,159.16

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13885		3453501  560200		2025/9	45.00
	013989			8465AAA		3453502  560200		2025/9	259.02
	013989			8465AAA		3453502  560200		2025/9	36.00
	013989			8465AAA		3453502  560200		2025/9	-36.00
	013992			7045		3453503  560200		2025/9	4.15
	013992			2488		3453503  560200		2025/9	13.50
	013992			0W20BULK		3453503  560210		2025/9	28.64
	014000			1748XD		3453501  560200		2025/9	36.67
	014000			3604XE		3453501  560200		2025/9	29.70
	014000			3697		3453501  560200		2025/9	12.02
	014000			6891		3453501  560200		2025/9	139.70
	014000			15W40BULK		3453501  560210		2025/9	100.52
	014006			8475AAA		3453501  560200		2025/9	129.51
	014006			8475AAA		3453501  560200		2025/9	18.00
	014006			8475AAA		3453501  560200		2025/9	-18.00
	014008			2872545RX		3453501  560200		2025/9	535.87
	014008			2872545RX		3453501  560200		2025/9	73.15
	014145			TOYO562010		3453501  560190		2025/9	1,393.56
	014152			Q2B012NNSD		3453502  560200		2025/9	3,469.01
	014152					3453502  560200		2025/9	100.00
	014161			SRM31		3453501  560200		2025/9	709.56
	014161			SRM31		3453501  560200		2025/9	68.00
	014163			8465AAA		3453501  560200		2025/9	129.51
	014163			8465AAA		3453501  560200		2025/9	18.00
	014168			SRM31		3453501  560200		2025/9	-68.00
	014195			7502		3453503  560200		2025/9	4.15
	014195			2725		3453503  560200		2025/9	15.58
	014195			2032BP2		3453503  560200		2025/9	6.33

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				014195	5W20BULK	3453503  560210		2025/9	23.66
				014201	HC3Z1130X	3453502  560200		2025/9	114.71
				<b>Total For Check # 327232</b>					<b>10,914.32</b>
03/20/2025	327233			13863	SW050	3453501  560230		2025/9	3.16
				13870	85224	3453501  560230		2025/9	23.39
				014009		3453501  560200		2025/9	23.10
				<b>Total For Check # 327233</b>					<b>49.65</b>
03/20/2025	327237	785 OKLAHOMA POLICE SUPPLY LLC		0100743	A 18711 Grn-B-Grn Staff of Life Bar Pin	3453501  560100		2025/9	1,610.00
				0100371	A6266 B-Y-W-B-W-Y-B Distinguished Service	3453501  560100		2025/9	2,369.00
				<b>Total For Check # 327237</b>					<b>3,979.00</b>
03/20/2025	327280	1095 WINDSTREAM HOLDINGS II LLC		101222666 02212025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	60.16
				101198949 02212025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	71.32
				101198944 02212025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	70.70
				101198864 02212025	FY25 ANNUAL AGREEMENT	3453501  550220		2025/9	72.44
				<b>Total For Check # 327280</b>					<b>274.62</b>
03/20/2025	327282	996 CITY OF BROKEN ARROW		151382	Payroll Run 1 - Warrant 250214	345  218180		2025/8	395.83
				151382	Payroll Run 1 - Warrant 250214	345  218360		2025/8	3,139.53
				153893	Payroll Run 1 - Warrant 250314	345  218180		2025/9	395.83
				153893	Payroll Run 1 - Warrant 250314	345  218360		2025/9	3,164.53
				<b>Total For Check # 327282</b>					<b>7,095.72</b>
03/20/2025	327284			153201	Payroll Run 1 - Warrant 250228	345  218180		2025/8	395.83
				153201	Payroll Run 1 - Warrant 250228	345  218360		2025/8	3,139.53
				<b>Total For Check # 327284</b>					<b>3,535.36</b>

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327285	856 AMERICAN FIDELITY ASSURANCE CO.		153200	Payroll Run 1 - Warrant 250228	345  218420		2025/8	43.76
				153200	Payroll Run 1 - Warrant 250228	345  218430		2025/8	124.40
				153200	Payroll Run 1 - Warrant 250228	345  218430		2025/8	-14.40
					<b>Total For Check # 327285</b>				<b>153.76</b>
03/20/2025	327286	4904 AMERITAS LIFE INSURANCE CORP.		153206	Payroll Run 1 - Warrant 250228	345  218240		2025/8	12.32
					<b>Total For Check # 327286</b>				<b>12.32</b>
03/20/2025	327287	4633 COLONIAL LIFE & ACCIDENT INSURANCE COMPANY		149331	Payroll Run 1 - Warrant 250131	345  218590		2025/7	537.60
				153205	Payroll Run 1 - Warrant 250228	345  218590		2025/8	637.30
					<b>Total For Check # 327287</b>				<b>1,174.90</b>
03/20/2025	327288	1319 COMMUNITY CARE EAP		153202	Payroll Run 1 - Warrant 250228	345  218560		2025/8	175.72
					<b>Total For Check # 327288</b>				<b>175.72</b>
03/20/2025	327289	1550 GENESIS HEALTH CLUBS		149329	Payroll Run 1 - Warrant 250131	345  218150		2025/7	243.36
				153203	Payroll Run 1 - Warrant 250228	345  218150		2025/8	216.32
					<b>Total For Check # 327289</b>				<b>459.68</b>
03/20/2025	327290	159 PRE-PAID LEGAL SERVICES, INC.		153199	Payroll Run 1 - Warrant 250228	345  218100		2025/8	206.40
					<b>Total For Check # 327290</b>				<b>206.40</b>
03/20/2025	327291	4905 METROPOLITAN LIFE INSURANCE COMPANY		153207	Payroll Run 1 - Warrant 250228	345  218340		2025/8	72.50
				153207	Payroll Run 1 - Warrant 250228	345  218480		2025/8	89.30
				153207	Payroll Run 1 - Warrant 250228	345  218590		2025/8	107.20
					<b>Total For Check # 327291</b>				<b>269.00</b>
03/20/2025	327292	1987 SURENCY LIFE & HEALTH INS. CO.		153204	Payroll Run 1 - Warrant 250228	345  218460		2025/8	97.50

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Fund 345

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 327292			97.50
						Total For Fund 345			73,455.79
						Number of Invoices For Fund 345			241

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Fund 348

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	327019	1383 COOK CONSULTING, LLC		PA 2 S.24020	Innovation District Lift Station Project	3481700  570170	2317150	2025/9	59,681.96
						<b>Total For Check # 327019</b>			<b>59,681.96</b>
						<b>Total For Fund 348</b>			<b>59,681.96</b>
						<b>Number of Invoices For Fund 348</b>			<b>1</b>

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**Fund 592**

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327182	1253	CEC CORPORATION	202502085	CEC Agreement for ST1710 approved 8/2/21See Attach	5925300  570160	ST1710	2025/9	4,038.52
						<b>Total For Check # 327182</b>			<b>4,038.52</b>
						<b>Total For Fund 592</b>			<b>4,038.52</b>
						<b>Number of Invoices For Fund 592</b>			<b>1</b>

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326926	5266	CHEENEAH ARMSTRONG	02262025	ST2027 9TH WASHINGTON INTERSECTION IMP PARCEL1.1NW	5935300  570080	ST2027	2025/9	7,340.00
<b>Total For Check # 326926</b>									<b>7,340.00</b>
03/13/2025	326981	5317	RONALD HACKNEY	01292025	PAYMENT FOR TWO TREES- JAN 29, 2025	5935300  570150	ST1413	2025/9	1,000.00
<b>Total For Check # 326981</b>									<b>1,000.00</b>
03/13/2025	326998	372	BECCO CONTRACTORS INC	PA 6 ST2028	ST2028 - Houston - Garnett to Olive	5935300  570150	ST2028	2025/9	117,249.62
<b>Total For Check # 326998</b>									<b>117,249.62</b>
03/13/2025	327034	1256	GEODECA LLC	2007053C	2007053C 1/13/2025	5935305  570150	SW21020	2025/9	360.00
<b>Total For Check # 327034</b>									<b>360.00</b>
03/13/2025	327085	320	POE AND ASSOCIATES INCORPORATE	15688	PJ# ST24200 - BRENT STOUT	5935300  570160	ST24200	2025/9	13,794.09
				15689	110033	5935300  570150	ST2028	2025/9	430.00
<b>Total For Check # 327085</b>									<b>14,224.09</b>
03/13/2025	327096	1263	SELSER SCHAEFER ARCHITECTS	2501316	Operations Center Admin Building 2317210	5931700  570160	2317210	2025/9	12,200.00
<b>Total For Check # 327096</b>									<b>12,200.00</b>
03/13/2025	327114	1329	TRI STAR CONSTRUCTION LLC	PA 6 ST24010	Iola Rehab - Elm to North 1st	5935300  570150	ST24010	2025/9	8,706.36
				PA FINAL ST24010	Iola Rehab - Elm to North 1st	5935300  570150	ST24010	2025/9	8,534.04
<b>Total For Check # 327114</b>									<b>17,240.40</b>
03/13/2025	327121	591	UNION PACIFIC RAILROAD	90140227	ST2027 UPRR agreement	5935300  570160	ST2027	2025/9	2,544.77
				90141360	ST2027 UPRR agreement	5935300  570160	ST2027	2025/9	1,744.27
<b>Total For Check # 327121</b>									<b>4,289.04</b>
03/20/2025	327182	1253	CEC CORPORATION	202502086	ASPEN AVENUE - SHREVEPORT STREET TO TUCSON STREET	5935300  570160	ST2031	2025/9	1,561.50

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				202411075	ASPEN AVENUE - SHREVEPORT STREET TO TUCSON STREET	5935300  570160	ST2031	2025/9	8,967.80
						<b>Total For Check # 327182</b>			<b>10,529.30</b>
03/20/2025	327189	3538 CP&Y INC		COBA2000129.00-12	110414	5935300  570160	ST2029	2025/9	58,034.07
						<b>Total For Check # 327189</b>			<b>58,034.07</b>
03/20/2025	327190	5314 CROSS TIMBERS CONSULTING, LLC		COBA-001.01	215 S. Laurel Drainage Improvements SW24090	5935305  570160	SW24090	2025/9	10,812.75
						<b>Total For Check # 327190</b>			<b>10,812.75</b>
03/20/2025	327195	634 DELL MARKETING L.P.		10781967490	Docking Station Mounts	5933501  570020	203531	2025/9	693.14
						<b>Total For Check # 327195</b>			<b>693.14</b>
03/20/2025	327198	5190 ELLIS CONCRETE CONSTRUCTION LLC		PA 1 ST23300	Concrete Panel Replacement-Brentwood	5935300  570150	ST23300	2025/9	77,349.00
						<b>Total For Check # 327198</b>			<b>77,349.00</b>
03/20/2025	327214	1144 HDR, INC		1200704963	East side Industrial access and RR Crossing	5935300  570160	ST23230	2025/9	10,407.14
						<b>Total For Check # 327214</b>			<b>10,407.14</b>
03/20/2025	327221	2004 KIMLEY-HORN & ASSOCIATES INC.		064598212-1224	Concrete Panel Replacement 2352120	5935300  570150	2352120	2025/9	1,620.00
				064598212-1124	Concrete Panel Replacement 2352120	5935300  570150	2352120	2025/9	4,380.00
						<b>Total For Check # 327221</b>			<b>6,000.00</b>
03/20/2025	327243	1043 PROFESSIONAL ENGINEERING CONSULT.		534235	Nienhuis Turf 2460360	5936000  570160	2460360	2025/9	16,000.00
						<b>Total For Check # 327243</b>			<b>16,000.00</b>
						<b>Total For Fund 593</b>			<b>363,728.55</b>
						<b>Number of Invoices For Fund 593</b>			<b>21</b>

Prepared : 3/24/2025 10:38:46 AM

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City of Broken Arrow  
Check Register by Fund



Fund 660

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	327120	2517	TWO OAKS INVESTMENT	5328	5328	6601700  530870		2025/9	6,666.67
<b>Total For Check # 327120</b>									<b>6,666.67</b>
03/13/2025	327132	2518	WORKER'S COMPENSATION ACCOUNT	MARCH 6 2025	MARCH 6 2025 PYMNT SUMMARY	6601700  530080		2025/9	5,715.50
				MARCH 6 2025	MARCH 6 2025 PYMNT SUMMARY	6601700  530870		2025/9	18.00
				MARCH 6 2025	MARCH 6 2025 PYMNT SUMMARY	6601700  530880		2025/9	10,199.59
				MARCH 6 2025	MARCH 6 2025 PYMNT SUMMARY	6601700  550900		2025/9	59,900.30
<b>Total For Check # 327132</b>									<b>75,833.39</b>
03/20/2025	327281			MARCH 17, 2025	MAR 17,2025 PAYMENT SUMMARY (CHECK#8937 RE-ISSUED)	6601700  550900		2025/9	15,123.89
<b>Total For Check # 327281</b>									<b>15,123.89</b>
<b>Total For Fund 660</b>									<b>97,623.95</b>
<b>Number of Invoices For Fund 660</b>									<b>6</b>

City of Broken Arrow  
Check Register by Fund



Fund 661

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326993	4904 AMERITAS LIFE INSURANCE CORP.	FEBRUARY 2025	ADMINISTRATION FEES FEB 2025	6611700  530870		2025/9	2,916.48
<b>Total For Check # 326993</b>								<b>2,916.48</b>
03/20/2025	327286		153206	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	25.24
			153206	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	16.36
			153206	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	32.72
<b>Total For Check # 327286</b>								<b>74.32</b>
03/20/2025	327289	1550 GENESIS HEALTH CLUBS	149329	Payroll Run 1 - Warrant 250131	6611700  530890		2025/7	27.04
			153203	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	27.04
<b>Total For Check # 327289</b>								<b>54.08</b>
03/20/2025	327290	159 PRE-PAID LEGAL SERVICES, INC.	153199	Payroll Run 1 - Warrant 250228	661  468010		2025/8	-0.74
			153199	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	24.90
<b>Total For Check # 327290</b>								<b>24.16</b>
03/20/2025	327291	4905 METROPOLITAN LIFE INSURANCE COMPANY	153207	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	8,571.93
			153207	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	35.05
<b>Total For Check # 327291</b>								<b>8,606.98</b>
03/20/2025	327292	1987 SURENCY LIFE & HEALTH INS. CO.	153204	Payroll Run 1 - Warrant 250228	6611700  530890		2025/8	3.25
<b>Total For Check # 327292</b>								<b>3.25</b>
<b>Total For Fund 661</b>								<b>11,679.27</b>
<b>Number of Invoices For Fund 661</b>								<b>11</b>

City of Broken Arrow  
Check Register by Fund



Fund 770

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/20/2025	327169	16	BANK OF OKLAHOMA	12MBAGOB2012 05/25	GO BONDS 2012 12MBAGOB2012 05/25	7707000  580020		2025/9	58,177.50
				12MBAGOB2012 05/25	GO BONDS 2012 12MBAGOB2012 05/25	7707000  580030		2025/9	300.00
				BROKARROK18A 05/25	GO BONDS 2018A BROKARROK18A 05/25	7707000  580010		2025/9	985,000.00
				BROKARROK18A 05/25	GO BONDS 2018A BROKARROK18A 05/25	7707000  580020		2025/9	222,915.65
				BROKARROK18A 05/25	GO BONDS 2018A BROKARROK18A 05/25	7707000  580030		2025/9	300.00
				BAOKGO2023 05/25	GO BONDS 2023 BAOKGO2023 5/25	7707000  580020		2025/9	2,293,500.00
				BAOKGO2023 05/25	GO BONDS 2023 BAOKGO2023 5/25	7707000  580030		2025/9	300.00
								<b>Total For Check # 327169</b>	<b>3,560,493.15</b>
								<b>Total For Fund 770</b>	<b>3,560,493.15</b>
								<b>Number of Invoices For Fund 770</b>	<b>7</b>

City of Broken Arrow  
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
03/13/2025	326941	999900	OTP - AR REFUNDS	REC-027024-2025		882  290301		2025/9	167.00
						<b>Total For Check # 326941</b>			<b>167.00</b>
03/13/2025	326944			REC-027126-2025		882  290301		2025/9	435.00
						<b>Total For Check # 326944</b>			<b>435.00</b>
03/13/2025	326950	999907	OTP - COURT REFUNDS	0000561		882  201020		2025/9	50.00
						<b>Total For Check # 326950</b>			<b>50.00</b>
03/13/2025	326951			0000558		882  201020		2025/9	70.00
						<b>Total For Check # 326951</b>			<b>70.00</b>
03/13/2025	326952			0000554		882  201020		2025/9	320.00
						<b>Total For Check # 326952</b>			<b>320.00</b>
03/13/2025	326954			0000555		882  201020		2025/9	870.00
						<b>Total For Check # 326954</b>			<b>870.00</b>
03/13/2025	326955			0000557		882  201020		2025/9	400.00
						<b>Total For Check # 326955</b>			<b>400.00</b>
03/13/2025	326956			0000562		882  201020		2025/9	300.00
						<b>Total For Check # 326956</b>			<b>300.00</b>
03/13/2025	326957			0000560		882  201020		2025/9	70.00
						<b>Total For Check # 326957</b>			<b>70.00</b>
03/13/2025	326958			0000556		882  201020		2025/9	90.00
						<b>Total For Check # 326958</b>			<b>90.00</b>
03/20/2025	327142			0000565		882  201020		2025/9	890.00
						<b>Total For Check # 327142</b>			<b>890.00</b>
03/20/2025	327143			0000569		882  201020		2025/9	450.00

City of Broken Arrow  
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						<b>Total For Check # 327143</b>			<b>450.00</b>
03/20/2025	327144			0000566		882  201020		2025/9	170.00
						<b>Total For Check # 327144</b>			<b>170.00</b>
03/20/2025	327145			0000567		882  201020		2025/9	300.00
						<b>Total For Check # 327145</b>			<b>300.00</b>
03/20/2025	327146			0000564		882  201020		2025/9	250.00
						<b>Total For Check # 327146</b>			<b>250.00</b>
03/20/2025	327147			0000572		882  201020		2025/9	70.00
						<b>Total For Check # 327147</b>			<b>70.00</b>
03/20/2025	327148			0000568		882  201020		2025/9	400.00
						<b>Total For Check # 327148</b>			<b>400.00</b>
03/20/2025	327149			0000563		882  201020		2025/9	70.00
						<b>Total For Check # 327149</b>			<b>70.00</b>
03/20/2025	327150			0000571		882  201020		2025/9	309.00
						<b>Total For Check # 327150</b>			<b>309.00</b>
03/20/2025	327151			0000570		882  201020		2025/9	200.00
						<b>Total For Check # 327151</b>			<b>200.00</b>
03/20/2025	327152			0000573		882  201020		2025/9	400.00
						<b>Total For Check # 327152</b>			<b>400.00</b>
						<b>Total For Fund 882</b>			<b>6,281.00</b>
						<b>Number of Invoices For Fund 882</b>			<b>21</b>



# City of Broken Arrow

## Request for Action

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**File #: 25-417, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Recognition of the Employee Event Steering Committee members for their efforts with the 2024 United Way program that resulted in the city receiving a Green Country Award for its fundraising efforts

**Background:**

The City of Broken Arrow Employee Event Steering Committee spearheaded the 2024 United Way program that resulted in the city receiving a Green Country Award for its fundraising efforts.

Employee Event Steering Committee Members include:

- Matthew Aldrich - Solid Waste & Recycling
- Kaci Barnett - City Clerk's Office
- Edith Finnell - Utilities
- Kimberle Goldsmith - Community Development
- Lori Hill - City Manager's Office
- Leann Leiker - Tourism & Economic Development
- Shari Michalski - Parks & Recreation
- Makala Neeley - Community Development
- Morgan Neeley - Legal
- Cheryl Owens - Human Resources
- Kyle Parks - Information Technology
- Marquitta Rogers - Finance
- Tracie Sanchez - Maintenance Services

- Chelsea Snyder - Finance
- Jamie Stafford - Utilities
- Amanda Watkins - Engineering & Construction

Special thanks to Rob Holt and Richard Walters in Building Maintenance for their assistance with the city's United Way events.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Vice Mayor Johnnie Parks

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

**Attachments:**

**Recommendation:**

No action required.



# City of Broken Arrow

## Request for Action

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**File #: 25-245, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

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

**Background:**

Section 18 of Ordinance Number 2468, which comprises the Non-Exclusive Franchise between Cox Communications and the City of Broken Arrow, provides for monitoring of the services provided by Cox. It states that on or before the first City Council meeting in May of each year, a representative of Cox shall appear before the City Council and present an annual report concerning the services provided and operation of the cable system.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Norm Stephens, Assistant City Manager of Administration

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

**Attachments:** Ordinance 2468

**Recommendation:**

No recommendation.

**ORDINANCE NO. 2468**

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO COX COMMUNICATIONS CENTRAL II, INC., TO CONSTRUCT, OPERATE, REBUILD, UPGRADE AND MAINTAIN A CABLE SYSTEM IN THE PUBLIC WAYS OF BROKEN ARROW, OKLAHOMA FOR A TERM OF TWENTY-FIVE (25) YEARS, AND ESTABLISHING TERMS AND CONDITIONS FOR THAT FRANCHISE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION 1. DEFINITIONS**

For the purposes of this Franchise, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not directory.

a. **Affiliate.** Any entity controlling, controlled by or under common control with the entity in question.

b. **Basic Cable Service.** Any service tier, which includes the retransmission of local television broadcast signals and includes educational and government access channels.

c. **Cable Act.** Title VI of the Communications Act of 1934, as amended, by the Cable Communications Policy Act of 1984, by the Cable Television Consumer Protection and Competition Act of 1992, and by the Telecommunications Act of 1996, and as the same may be further amended from time to time.

d. **Cable Service or Cable Services.** The one-way transmission to subscribers of (i) video programming or (ii) other programming service and subscriber interaction, if any or (iii) other lawful service by the Cable System. It includes such other services determined by federal statute, regulation, or final federal court determination to be Cable Services.

e. **Cable System or Systems.** A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Service Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television

broadcast stations; (ii) a facility that serves subscribers without using any public right of way; (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (iv) an open video system that complies with Section 653 of the Cable Act, as amended; or (v) any facilities of any electric utility used solely for operating its electric utility system.

f. Cable Television Business. The provision by the Grantee of Cable Services solely by means of the Cable System.

g. Capital Contribution. A charge as allowed by the Cable Act for educational and governmental access facilities as set forth in Section 10.

h. Channel. A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of transmitting a television channel as defined by the FCC.

i. City. The City of Broken Arrow, Oklahoma, a municipal corporation in its present form or in any other reorganized or changed form.

j. Council. The City Council of the City or any body constituting in the future the legislative body of the City.

k. Drop. The cable or wire that connects the distribution portion of the Cable System to a Subscriber's premises.

l. FCC. The Federal Communications Commission or its successor.

m. Franchise. This Ordinance, containing the rights and privileges granted by City to Grantee to construct, operate, maintain, rebuild and upgrade a Cable System utilizing Public Ways within the corporate limits of the City, including any extension or renewal thereof.

n. Franchise Fee. The fee set forth in Section 10.

o. Grantee. Cox Communications Central II, Inc., or its lawful successor, transferee or assignee.

p. Gross Revenues. All of the amounts derived directly or indirectly by Grantee, or an entity in any way affiliated with the Grantee, in whatever form and from all

sources, which are in connection with or attributable to the operation of the Cable System within the City's municipal boundaries or Grantee's provision of Cable Services within City's municipal boundaries.

Gross Revenues shall include, but not be limited to, all subscriber and customer revenues derived directly or indirectly, including revenues for basic cable services; additional tiers; premium services; pay per view; program guides; installation, disconnection or service call fees; fees for the provision, rental, or lease of converters, remote controls, additional outlets and other customer premises equipment; Franchise Fees paid by subscribers; revenues from the use of leased access channels; advertising revenues from the System; revenues and compensation from home shopping programming; and revenues from the provision of cable modem internet access service, unless such service is determined not to be a "Cable Service" under applicable federal law.

Advertising revenues and other revenues whose source cannot be identified with a specific subscriber shall be allocated to City based upon the percentage of subscribers residing in City compared to that percentage of subscribers served from the head-end serving City.

Gross Revenues shall not include:

- (1) The amount of any refunds, discounts, corrective billing credits or other repayments made to Subscribers;
- (2) Any taxes on service furnished by Grantee, imposed directly or indirectly on any Subscriber or user by any municipal corporation, political subdivision, state or other governmental unit and collected by Grantee for the governmental unit;
- (3) Receipts for the sale or transfer of the Cable System; or
- (4) Net unrecovered bad debt.
- (5) Charges, credits, compensation, or payments on a commercially reasonable basis to an affiliate, subsidiary, or parent for services rendered to Grantee.

The definition of Gross Revenues shall be as inclusive as possible consistent with applicable law.

q. Person. An individual, corporation, partnership, association, joint stock, trust, or governmental entity.

r. Public Way. The surface of and the space above and below any public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane,

drive, circle or other public right-of-way, including but not limited to, public utility and communication easements, dedicated utility strips or rights-of-way dedicated for compatible public uses, and any temporary or permanent fixtures or improvements located within or held by City in the Service Area which entitles City or Grantee to its use for the purpose of installing, operating, repairing and maintaining the Cable System.

s. Service Area. The present corporate limits of the City and any additions by annexation or other lawful means.

t. Standard Installation. One hundred twenty five feet (125') from the nearest Cable System tap to the Subscriber's terminal.

u. Subscriber. Any Person lawfully receiving Cable Service from the Cable System.

v. System Rebuild and/or Upgrades. As required by Section 13 hereof, the reconstruction and upgrade of the Cable System existing in the Service Area utilizing fiber optic cable.

## **SECTION 2. GRANT OF FRANCHISE AND TERM**

a. Subject to all the terms and conditions contained in this Franchise, the laws of Oklahoma, and applicable City Ordinances, City hereby grants to Grantee this Franchise to install, construct, operate, maintain, repair, rebuild and upgrade in, upon, along, across, above and under the Public Ways a Cable System for the purpose of providing Cable Services to Subscribers in the Service Area and to transact a Cable Television Business in such area.

b. This Franchise and the rights and privileges granted herein to the Grantee shall extend and be in force for a term of twenty-five (25) years from and after the acceptance of this Franchise by the Grantee subject, however, to the right to the City to declare a forfeiture of the Franchise for cause as provided in Section 19 hereof.

## **SECTION 3. NON-EXCLUSIVE GRANT**

This Franchise and all rights granted hereunder are nonexclusive. City reserves the right to grant such other and future franchises as it deems appropriate. This Franchise does not establish any priority for the use of the public rights of way by Grantee or by any present or future franchisees or other permit holders. In the event of any dispute as to the priority of use of the public rights of way the first priority shall be to the public generally, the second priority to City in the performance of its various functions, and thereafter, as between franchisees and other permit holders, as determined by City in the exercise of its

powers, including the police power and other powers reserved to and conferred on it by the State of Oklahoma.

#### **SECTION 4. RULES OF GRANTEE**

Grantee shall have the authority to promulgate and enforce such reasonable rules, regulations, terms and conditions governing the conduct of its business as it shall deem necessary to enable Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted Cable Service to each and all of its Subscribers. Such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Franchise, the rules and regulations of the FCC or any other body having lawful jurisdiction. The rules of the Grantee shall become effective only upon or after, if a later effective date is specified therein, the filing of copies of such rules with the City Clerk.

#### **SECTION 5. SERVICE STANDARDS**

In installing, maintaining and operating the Cable System, and in rendering efficient service, Grantee will act in a good and workmanlike manner, observing high standards of engineering and workmanship and using materials, which are of good and durable quality. In doing so, Grantee shall comply in all respects with all applicable codes, including but not limited to all applicable safety codes and electrical codes; the requirements of other utilities whose poles and conduits it uses; the rules and regulations of the FCC; and all applicable federal, state, and local laws.

Wherever it is necessary to interrupt Cable Service for the purpose of rendering repairs, adjustments, or installments, Grantee shall do so at such time as will cause the least inconvenience to Subscribers.

#### **SECTION 6. REGULATION BY CITY**

a. Grantee in the installation, maintenance and operation of the Cable System shall at all times be subject to the terms and provisions of the general ordinances as amended of the City; provided such ordinances do not limit the benefits or expand the obligations of Grantee under this Franchise, unless such ordinances are a lawful exercise of the police power of the City.

b. Grantee shall be subject to the lawful exercise by City of all other powers, functions, rights, privileges and immunities of regulation of the Cable System and Cable Service granted or delegated to City by the Constitution and laws of Oklahoma or the Constitution, laws and regulations of the United States of America.

## **SECTION 7. CONDITIONS ON USE OF PUBLIC WAYS**

a. All transmission and distribution structures, lines and equipment erected by Grantee within the Service Area shall be located so to cause minimum interference with the public use of Public Ways as determined by the City and other public places and the rights of property owners who abut any of the Public Ways and places, and not to interfere with existing public utility installments. Grantee shall not erect, install, construct, repair, replace or maintain its Cable System in such a fashion as to unduly burden the present or future use of the Public Ways. If City in its reasonable judgment determines that any portion of the Cable System is an undue burden, Grantee at its expense shall modify its System or take such other actions as City may determine are in the public interest to remove or alleviate the burden, and Grantee shall do so within a reasonable time period established by City. In all areas of the Service Area where all cables, wires or other like facilities of public utilities are placed underground, Grantee shall place its cables, wires, or other like facilities underground to the maximum extent existing technology reasonably permits, and shall mark such facilities, indicating their locations by a method reasonably approved by City's Department of Public Works. Grantee shall file with City maps, plats and records of the location of all facilities constructed, including underground facilities. Such maps, plats, and permanent records shall be updated as reasonably required by City.

b. If Grantee causes any disturbance of pavement, sidewalk, driveway or other surfacing of a Public Way or private property, Grantee shall, at its own expense, promptly replace and restore such surface in accordance with the generally applicable standards of the City.

c. If at any time during the period of this Franchise the City elects to alter or change the grade or location of any water line, sewer line or Public Way, Grantee shall, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures, and in each instance comply with the generally applicable standards and specifications of the City. Grantee shall make such changes at its own expense unless there are funds available to owners of affected facilities, in which case Grantee shall be entitled to reimbursement in the same manner as the other facility owners.

d. Grantee shall not place poles, conduits or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrants or other utilities, and all such poles, conduits or other fixtures placed in any Public Way shall be so placed as to comply with all generally applicable requirements of the City. Grantee shall comply with the provisions of the Oklahoma Facilities Damage Prevention Act, Title 63, Oklahoma Statutes, Section 142.1.

e. Grantee shall, on request of any Person holding a house moving permit issued by City, temporarily move its cables, equipment or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid in advance by the Person

requesting the same. Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes.

f. Grantee shall have the authority to trim any trees upon and overhanging the Public Ways of City so as to prevent the branches of trees from coming in contact with the Cable System of Grantee. However, at the option of the City, such trimming may be done by the City, or under its supervision and direction. No trimming shall be performed in Public Ways without first notifying the City and the City Horticulturalist. All trimming of trees, except in an emergency, on public property shall have the prior approval of City and except in an emergency all trimming of trees on private property shall require notice to the occupant of the property.

g. City shall not be liable to Grantee for any damage to Grantee's Cable System caused by any City employee while performing emergency repairs within the Public Ways. In all other circumstances when City employees negligently injure Grantee's Cable System, City shall only be liable to Grantee for the Grantee's actual cost of materials, equipment and labor necessary to effect repairs, with no allowance for interruptions to service or loss of revenues, subject to any applicable limits of liability established by the Oklahoma Governmental Tort Liability Act.

h. Whenever Grantee must place the Cable System or other facilities beneath the traveled or paved portion of the streets or Public Ways, unless otherwise approved in advance by City. Grantee shall do so by directional boring and not by excavation of a trench in which to place cable conduit. Directional boring shall be done wherever possible so that the excavations necessary for it are not in the paved portion of the right-of-way.

If Grantee does a directional bore underneath a street or Public Way, then Grantee will notify City in advance of same. If City so desires, and if Grantee's boring equipment allows, Grantee will then increase the size of the directional bore with City to pay only the incremental cost of making the directional bore larger. City may then use any additional space or capacity created by increasing the size of the directional bore without additional charge or expense.

i. Upon the revocation, termination, or expiration of this Franchise, unless an extension is granted, all rights of Grantee to use the Public Ways shall cease. Grantee, at the direction of City, shall remove its Cable System, including all supporting structures, poles, transmission and distribution system and other appurtenances, fixtures or property from the Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration of this Franchise. Grantee shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of municipal property including but not limited to the Public Ways shall be in accordance

with the directions and specifications of City, and all applicable laws, ordinances and regulations, at Grantee's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration of this Franchise, all of Grantee's property remaining in the affected Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of City, become its property or City may obtain a court order compelling Grantee to remove same. In the event Grantee fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and collect the costs thereof from Grantee.

#### **SECTION 8. USE OF SYSTEM BY CITY**

a. City shall have the right, at no cost, to locate equipment upon and make attachments to the Cable System owned by Grantee in connection with City systems. Attachments shall be installed and maintained in accordance with the requirements of the Electrical Code of City and only after written notice to Grantee. Upon request by City, Grantee agrees to construct attachments to the Cable System for exclusive use by the City, its departments, boards, authorities, commissions and agencies for governmental purposes, at the incremental cost of such attachments at the time of construction. Grantee shall assume no liability or expense in connection with any City attachment to or use of the Cable System. City use shall be in such manner as not to interfere with the use and maintenance of the Cable System by the Grantee.

b. City, in its use and maintenance of such equipment and fixtures, shall at all times comply with the rules and regulations of Grantee in order that there be a minimum danger of contact or conflict between the equipment and fixtures of Grantee and the equipment and fixtures used by City.

c. City shall be solely responsible and save Grantee harmless for all claims and demands for damages to persons or property arising out of the use by the City of the Cable System under this Section.

#### **SECTION 9. ERECTION, REMOVAL AND JOINT USE OF POLES**

a. No poles, conduits or other structures shall be erected or installed by Grantee without prior approval of City with regard to location, height, type and other pertinent aspects. Grantee shall not have a vested right to retain the location of any pole, conduit or structure installed by Grantee.

b. Where poles, conduits or other structures of any public utility company are available for use by Grantee, City may require Grantee to use such poles, conduits and structures if the permission and consent of such public utility company may be obtained by Grantee and if the terms of the use available to Grantee are just and reasonable.

c. Where a public utility serving City desires to make use of the poles, conduits or other structures of Grantee but an agreement with Grantee cannot be reached, City may require Grantee to permit such use for such consideration and upon such terms as the Council shall determine to be just and reasonable if the use would not unduly interfere with the current or future use of the Cable System.

d. Where City owned utility poles are available for use by Grantee, Grantee shall pay City the same pole rental per annum as paid by Grantee for the use of pole owned by a public utility.

#### **SECTION 10. FRANCHISE FEE AND CAPITAL CONTRIBUTION**

a. Grantee shall pay to City as compensation for the rights and privileges enjoyed under this Franchise a Franchise Fee equal to three percent (3%) of Gross Revenues. City may, at any time during the term of this Franchise by ordinance, duly enacted by a majority of the governing body of the City, increase the Franchise Fee to no more than five percent (5%) of Gross Revenues. In the event of an increase in the Franchise Fee and upon sixty (60) days written notice given by City to Grantee, Grantee shall immediately begin collecting such increased Franchise Fee on the next regular monthly billing cycle.

b. In addition to the Franchise Fee payable hereunder, City may, at any time during the term of this Franchise by ordinance duly enacted by a majority of the governing body of the City, establish a Capital Contribution for educational, and governmental access channels and facilities. The Capital Contribution shall not exceed fifty cents (\$.50) per month per subscriber, except that multiple dwelling units billed on a bulk-billing basis shall be billed on an equivalent billing basis. The Capital Contribution shall be added as a separate line item on each regular bill of each subscriber. City shall provide Grantee with written notice not less than thirty (30) days prior to the date the Council first considers an ordinance to establish a Capital Contribution. Upon sixty (60) days written notice by City of the effective date of an ordinance establishing a Capital Contribution and Grantee shall immediately begin collecting such Capital Contribution on the next regular monthly billing cycle.

c. The Franchise Fee and the Capital Contribution, if any, fee shall be paid monthly, on or before the 45th day after the end of each month. Grantee's payments shall be accompanied by a verified report showing the basis for the computation, including all Gross Revenues received during the period for which the payment is made. In the event any payment due monthly is not received when due, Grantee shall pay interest on the amount due, at an annual rate equal to one and one-half percent (1½%) interest per month, calculated from the date the payment was originally due until the date the City receives the payment.

d. If it is determined as a result of an audit that the Grantee has paid less than ninety-five percent (95%) of the Franchise Fee or Capital Contribution due to the City, then the City's expenses related to such audit shall be paid by the Grantee. Any additional payments due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the City of the underpayment, which shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the City, such amount shall be subject to the interest charge and penalty stated hereinabove. If the audit determines that there has been an overpayment by the Grantee, the City shall credit any overpayment against the next quarterly payment.

e. The period of limitation for recovery of any fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due.

#### **SECTION 11. RATES AND REGULATION**

a. Grantee's rates and charges for the provision of Cable Service (and for related services, such as equipment rental and deposits) shall be subject to regulation by City as expressly permitted by federal or state law.

b. City reserves the right to regulate Grantee, the Cable System, and the provision of Cable Service as expressly permitted by either federal or state.

#### **SECTION 12. DISCLAIMER OF LIABILITY, LIABILITY OF GRANTEE, INSURANCE AND INDEMNIFICATION**

a. Except as provided in Section 7.g., City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the construction, maintenance, repair, use, operation, condition or dismantling of Grantee's Cable System or Grantee's provision of Cable Service.

b. Grantee shall defend, at the option of the City, indemnify, and hold City, its officers, employees, and agents, harmless from all loss, damages, penalties, charges, costs, and expenses (including without limitation, reasonable fees and expenses of attorneys) sustained by City, its officers, employees, and agents, by reason of any suit, judgment, execution, claim, liability, obligation, or demand resulting from Grantee's construction, operation or maintenance of the Cable System in the Service Area.

c. Grantee shall maintain in full force and effect for the term of this Franchise, at Grantee's sole expense, a general comprehensive liability insurance policy, issued by a company authorized to do business in the State of Oklahoma, naming the City, its officers, employees, and agents, as additional insured, in the amount of two and a half million dollars (\$2,500,000) combined single limit for bodily injury and property damage. The

insurance coverage required hereunder shall provide thirty (30) days notice to the City in the event of material alternation or cancellation of any coverage afforded in said policies prior to the date said material alternation or cancellation shall become effective. Grantee shall provide the City with a certificate evidencing the insurance required hereunder upon request.

### **SECTION 13. SYSTEM CAPACITY AND UPGRADES**

The Cable System shall maintain at least 860 MHZ capacity.

The Cable System shall be capable of delivering no less than one hundred sixty (160) analog and/or digital video and audio programming channels, to Subscribers.

Grantee shall not charge a Subscriber any direct fee or assessment for the System Capacity and Upgrade, including the upgrade of drops that may be required for service to a Subscriber.

### **SECTION 14. SYSTEM EXTENSIONS**

The Cable System shall be extended and Cable Service provided upon request to any part of the Service Area where there are then existing twenty-five (25) homes within one (1) mile of the existing Cable System or seven (7) homes within one-quarter (1/4) mile of the existing Cable System. Such extensions shall be at Grantee's cost, except for the published Standard/non-Standard Installation fees charged to all Subscribers. For purposes of this section, the distance shall be measured from the point of the Cable System, which can be technically extended to the point at which a Standard Installation can be provided, following the route along which the extension would be constructed. In areas, which do not meet this density requirement, Grantee may charge for extension of the Cable System based upon the cost of labor and materials. Notwithstanding the foregoing, Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

### **SECTION 15. OPERATIONAL STANDARDS**

a. Grantee shall construct, rebuild, upgrade, maintain, and operate the Cable System so as to provide video, audio and other signals authorized under this Franchise Ordinance to be delivered with signal strength and quality levels which meet the

parameters specified by the FCC and other normally accepted industry standards. Grantee shall construct, rebuild, upgrade, operate and maintain the Cable System in a manner consistent with all ordinary care and all applicable laws, ordinances, construction standards, and FCC technical standards. Upon request, Grantee shall provide City a copy of the results of the most recent FCC required proof of performance test conducted by Grantee within the Service Area.

b. Grantee shall provide standby power generating capacity at the Cable System headend capable of providing at least twelve (12) hours of emergency operation. Grantee shall maintain standby power system supplies, rated for at least two (2) hours duration, throughout the trunk and distribution network.

c. Grantee may interconnect the Cable System within the Service Area with cable television systems owned or operated by Grantee within adjacent cities.

d. Upon request, Grantee shall provide Subscribers with a parental control locking device or digital code capable of blocking or otherwise preventing a television set from receiving a Channel or audio signal. The charge for any such devices if any, shall be in conformance with applicable law.

e. Grantee will comply with the more stringent of the customer service standards and consumer protection provisions of this Franchise; those from time to time adopted by Grantee; or those from time to time adopted by the FCC.

f. City reserves the right by Ordinance to alter or amend the consumer protection matters set forth in this Franchise, including adopting ordinances stricter than or covering items not presently set forth in this Franchise. City agrees to meet with Grantee on the matters in question prior to taking such action and to provide Grantee with at least ninety (90) days notice of such action.

g. Grantee shall establish procedures for receiving, acting upon and resolving Subscriber complaints, which shall be subject to the reasonable approval of the City Manager of the City.

h. City shall notify Grantee in writing of any complaint it receives from Subscribers or of any failure of Grantee to comply with the terms and conditions of this Franchise. Grantee, upon receipt of such notice, shall promptly investigate the complaint and take such action as necessary to provide Cable Service to Subscribers and to operate the Cable System as required. Grantee shall advise the City in writing of the actions taken on complaints received by the City.

i. Grantee shall at all times comply with the Subscriber privacy protections set forth in Section 631 of the Communication Act of 1934 (47 USC § 551).

## **SECTION 16. GOVERNMENTAL AND EDUCATIONAL USES**

a. Except as provided hereinafter, Grantee will provide without any installation charge or monthly charge for Basic Cable services one (1) free outlet in each public library and in one building at each state accredited public and private elementary and secondary school, public technological and vocational schools and at each college and university in the Service Area excluding any dormitories or residential facilities, as well as at occupied City offices and City administrative buildings, including but not limited to: City Hall, City Hall Annex, Police Stations, Fire Department administrative office, Fire Stations, Recreation and Community Centers, Parks and Recreation department office, Public Works building and Maintenance Facilities. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from Grantee. The Cable Service provided shall not be used for commercial purposes. With respect to City buildings, the City shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

b. Grantee shall provide a downstream Channel on the Cable System for non-commercial governmental use. The City shall determine the specific use of the governmental Channel.

c. Upon ninety (90) days written request therefore, Grantee shall provide a downstream Channel for joint non-commercial educational use only by the Broken Arrow Public School System (Independent School District No. 3 of Tulsa County, Oklahoma), the Union Public School District (Independent School District No. 9 of Tulsa County, Oklahoma), Northeastern State University at Broken Arrow and other state accredited public and private elementary and secondary schools within the Service Area and Service Areas of other Cable Televisions Systems owned by the Grantee and interconnected with the Cable System within the City which develop, staff and operate facilities and equipment to provide educational programming on a continuing basis.

The use of the educational Channel shall be coordinated by the Broken Arrow Public School System. If the users of the educational Channel are unable to agree upon the allocation of time on the educational Channel, the Council may promulgate rules, regulations and procedures governing the allocation of time on the educational channel. The Council shall resolve any disputes between any of the users of the educational

Channel and, if necessary, establish the allocation of time among the users of the educational Channel.

d. Grantee shall have the right to temporarily use any portion of the governmental or educational Channel allocated under Subsection b or c, which is not being fully utilized, provided such use shall not interfere with any educational or governmental use.

e. Grantee shall provide, at no cost to the user, return lines to provide for video and audio governmental programming origination on the governmental Channel from a City facility within the Service Area designated by City and, upon provision of the educational Channel required by Section 12(c) of this Franchise to provide for video and audio educational programming origination on the educational Channel, from one point within the Service Area designated by the Broken Arrow Public Schools and from one point within the Service Area designated by Northeastern State University. Upon request from a governmental or educational user, Grantee shall provide, at the direct cost to the user of labor and materials, additional connections for video origination from other points.

f. All Channels allocated for governmental and educational use shall be of the same technical quality as the Channels on the Cable System for other Cable Services. Grantee shall maintain, at no cost to the user, the equipment, which is a part of the Cable System and the Channels used for governmental and educational use. All Channels allocated for governmental and educational use shall be available to all Subscribers in the Service Area as a part of Basic Cable Service and shall be carried on a channel between Channel 2 and Channel 24 unless such location would violate a FCC rule or regulation.

#### **SECTION 17. EMERGENCY ALERT SYSTEM**

Grantee shall meet the equipment requirements of and be operated in accord with the Emergency Alert System rules and regulations of the Federal Communications Commission (47 C.F.R. Part 11).

## **SECTION 18. MONITORING**

a. Grantee shall at all times comply with the technical standards established by the FCC for the operation of a Cable System and shall perform all tests in accordance with FCC regulations. Copies of Grantee's test results shall be made available to the City as part of Grantee's public file.

b. At or before the first City Council meeting in May of each year, a representative of the Grantee shall appear before and present to the City Council an annual report concerning the services provided and the operation of the Cable System.

c. On or after five years from the effective date of this Franchise and every five (5) years thereafter, Council may commence proceedings, which afford public notice, public participation and open meetings, for the purpose of identifying future Cable System community needs and interests, including channel capacity and customer service, and reviewing Grantee's performance during the preceding five (5) years. Upon request by the Council, Grantee shall cause to be conducted a survey, to determine community needs, desires, and ratings of Grantee's performance. The survey shall specifically address, among other items, the demand for new services in relation to the cost of providing such services so as to ascertain the overall need for channel expansion.

d. Upon completion of any five (5) year review provided for in this section, Grantee and City shall meet, confer and, if deemed necessary by either, negotiate in good faith additional or revised terms and conditions to address the community needs, channel capacity and customer service matters raised at the public proceedings.

## **SECTION 19. DEFAULT OF GRANTEE, PENALTIES AND REVOCATION**

a. The rights and privileges granted by the City to Grantee under this Franchise shall continue and remain in full force and effect until revoked by the Council. In the event that City or the City Council believes that Grantee has not complied with the terms of this Franchise, the City shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, City or the City Council shall notify Grantee in writing of the exact nature of the alleged default.

b. The occurrence at any time during the term of the Franchise, of any one or more of the following events shall constitute an event of default by the Grantee under the Franchise:

(i) The failure of Grantee to pay the Franchise Fee on or before the due dates specified herein provided, however, Grantee shall not be considered in default hereunder for any amounts owed as a result of an audit conducted pursuant to Section 10.d herein.

(ii) Grantee's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Grantee's failure to perform any obligation contained herein.

(iii) Grantee's failure to pay or cause to be paid any State or City imposed taxes of any kind whatsoever, including but not limited to real estate taxes, income taxes, and personal property taxes on or before the due date for same; provided, however, Grantee shall not be in default hereunder with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

(iv) The entry of any judgment against Grantee in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), which remains unpaid and is not stayed pending rehearing or appeal, for forty-five (45) or more days following entry thereof which may significantly impair Grantee's provision of Cable Service in City.

(v) The dissolution or termination, as a matter of law, of Grantee.

(vi) If Grantee files a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of Grantee, or any of Grantee's property and/or Franchise and/or of any and all of the revenues, issues, earnings, profits or income thereof; makes an assignment for the benefit of creditors; or fails to pay Grantee's debts generally as they become due.

c. Grantee shall have thirty (30) days from receipt of a written notice of default to: (1) respond in writing contesting the alleged assertion of a default, or (2) cure such default or, (3) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify City or the Council of the steps being taken and the projected date that they will be completed.

d. In the event that the Grantee fails to respond to the notice described in Subsection 19.a pursuant to the procedures set forth in Subsection 19.c, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Subsection 19.c(3) above, if it intends to continue its investigation into the default, then the City shall schedule a public hearing. The City shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide Grantee a full and fair opportunity to be heard.

e. In the event the Council, after such hearing, determines that Grantee is in default of any provision of this Franchise, the Council may:

(1) Assess liquidated damages to City caused by the default by Grantee as follows:

(a) For knowingly failing to provide data, documents or information as required in this Franchise, two hundred fifty dollars (\$250.00) per day for each day the failure occurs or continues following finding by the City of the default; and

(b) For knowingly failing to comply with the service and operational standards of this Franchise, five hundred (\$500.00) per day for each day the failure occurs or continues following finding by the City of the default.

(2) In the case of default of a material provision of this Franchise which is not cured by Grantee or the subject of damages assessed as provided herein, the Council may revoke this Franchise in its entirety; or

(3) Commence an action against Grantee at law for monetary damages; or

(4) Seek specific performance of any provision, which reasonably lends itself to such remedy, or injunctive relief as an alternative to damages or termination of this Franchise.

The rights and remedies of City and Grantee set forth in this Franchise shall be in addition to and not in limitation of any other rights and remedies provided by law or in equity; provided, however, that any monetary judgment shall be offset by any liquidated damages payments made for the same event of default. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by City or Grantee of any one or more of such remedies shall not preclude the exercise by City or Grantee, at the same or different times, of any such other remedies for the same event of default.

In any action commenced by the City or Grantee by reason of City's or Grantee's default, whether legal or equitable, the prevailing party shall be entitled to recover from the other its costs and expenses of such action, including its reasonable attorney fees.

Any decision and/or action taken by the City hereunder shall be delivered to the Grantee promptly and in writing.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise by reason of any failure of City to enforce prompt compliance.

f. The Grantee may appeal any determination of default or revocation by the City to an appropriate court, which shall have the power to review the decision of the City de novo and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the Grantee's receipt of the determination of the City.

g. Grantee shall not be held in default with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages or other events reasonably beyond the ability of Grantee to control, or where such defaults results from a good faith error that results in no or minimal negative impact on Subscribers.

## **SECTION 20. ASSIGNABILITY**

If Grantee shall at any time assign, sell, lease or otherwise transfer in any manner whatsoever its rights and privileges under this Franchise to any Person, such action shall be in writing and a duly authenticated copy shall be filed with the City Clerk. Such action shall not become effective until the transferee shall have agreed in writing with City to become responsible for the full performance of all the conditions, liabilities, covenants and obligations contained in this Franchise subject to applicable law, and until such action shall have been approved by the Council, provided such approval shall not be unreasonably withheld. The Council may require evidence that the transferee possesses the financial, technical and legal capability to perform all of the conditions, liabilities, covenants and obligations contained in this Franchise. If the Council fails to act upon a proposed transfer within sixty (60) days after the transferee shall have agreed in writing to become responsible for the full performance of all of the conditions, liabilities, covenants and obligations of this Franchise, then such action shall be deemed to have been approved.

A transfer, for purposes of this Section, shall have the meaning given those terms under the rules and regulations of the Federal Communications Commission applicable to transfers and assignments of cable television microwave relay licenses. Provided further, that the transfer of ownership or other interest in the Grantee in connection with an internal reorganization or internal merger to a direct or indirect parent, subsidiary or affiliated entity under common control with Grantee shall not be a transfer for the purpose of this Franchise so long as (i) the City is notified of the proposed transfer no later than thirty (30) days prior to the transfer, (ii) the transferee shall insure that insurance coverage and all other commitments under the Franchise continue in force and without interruption and provide evidence of same to the City no later than thirty (30) days prior to the proposed transfer, and (iii) there is no increased risk of liability to the City or non-performance of the terms of the Franchise.

No approval of City shall be required for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of Grantee in this Franchise or the Cable System in order to secure indebtedness of Grantee.

#### **SECTION 21. NON-DISCRIMINATION**

a. Grantee shall not deny any Person or group of potential Subscribers access to Cable Service because of race, color, religion, national origin, age, gender, physical handicap or the income of residents in the local area in which a Person or group resides.

b. Grantee shall not unlawfully discriminate in the rates or charges for Cable Services or in making available Cable Services or facilities of the Cable System. Grantee shall not extend any preference or advantage to any Subscriber or potential Subscriber to the Cable System. Notwithstanding the foregoing, Grantee may conduct promotional campaigns to stimulate subscriptions to Cable Services or other lawful uses of the Cable System and Grantee may establish bulk billing rates and rate schedules for different classes of Subscribers and Cable Service which any Subscriber coming within such bulk billing group, rate or service classification shall be entitled.

c. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, age, gender or national origin. Grantee shall comply with all applicable laws and regulations of the United States and of Oklahoma with respect to employment and personnel practices.

#### **SECTION 22. GOVERNING LAW**

This Franchise Agreement shall be construed pursuant to the laws of the State of Oklahoma and the United States of America.

#### **SECTION 23. WAIVER OF COMPLIANCE**

No failure by either party to insist upon the strict performance of any term or condition of this Franchise Ordinance, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, term or condition. No waiver of any breach shall affect or alter this Franchise Ordinance, but each and every term or condition of this Franchise Ordinance shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

City may waive any obligation of Grantee under this Franchise Ordinance, in whole or in part, at any time. This includes, but is not limited to, instances of a claim or showing by Grantee that the costs associated with the provision being waived would increase the

rates Grantee is legally allowed to charge subscribers, such as a claim that such costs are an external cost, which allow Grantee to increase its rates under the FCC rules.

City grants this Franchise solely for a Cable System and for transaction of a Cable Television Business. Neither the City nor Grantee waives any right either may have to challenge the validity of any statute, rule, regulation or ordinance that affects the rights granted herein or the operation of the Cable System to provide Cable Services hereunder.

#### **SECTION 24. MISCELLANEOUS PROVISIONS**

a. City, after reasonable notice, shall have the right to review the books and records of Grantee during normal business hours as is reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Grantee shall not be required to disclose information, which it reasonably deems to be proprietary or confidential in nature; provided this exception shall not be construed to include financial records necessary to enable the City to determine compliance with Grantee's fee payment obligations. Subject to open meeting and record disclosure laws of the State of Oklahoma, City agrees to treat any information disclosed by Grantee to it on a confidential basis and only to disclose it to employees, representatives and agents thereof that have a need to know, or in order to enforce the provisions hereof.

b. Copies of all petitions, applications and communications submitted by Grantee to the FCC, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, and which are pertaining to Grantee's operation within the Service Area, shall be submitted to the City upon request.

c. Grantee shall pay the cost of publication of this Franchise.

d. Notices or responses serviced upon City or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at the Post Office or branch thereof regularly maintained by the U.S. Postal Service.

All certificates, notices or responses between the City and Grantee shall be addressed and delivered by certified or registered mail as follows: if to the City, City Clerk, City of Broken Arrow, Broken Arrow City Hall, 220 South First Street, Broken Arrow, Oklahoma 74012, with copies to the City Manager, the City Council and the City Attorney at the same address; if to Grantee, Cox Communications Central II, Inc., General

Manager, 8421 East 61st Street, Suite U, Tulsa, Oklahoma 74133 with a copy to Cox Communications, Inc., ATTN: Legal Department, 1400 Lake Hearn Drive, N.E., Atlanta, Georgia 30319.

City and Grantee may designate other addresses or addresses from time to time by giving notice to the other.

**SECTION 25. EFFECTIVE DATE - ELECTION REQUIRED - ACCEPTANCE BY GRANTEE**

This Ordinance and Franchise shall be in full force and effect from and after its acceptance as hereinafter provided, upon its passage and approval by a vote of the majority of the qualified electors residing within the City, who shall vote thereon at an election called under or pursuant to the provisions hereof.

The City shall call such election in the manner and form provided by the laws of the State of Oklahoma for the calling of elections, giving such notice and preparing such proclamation, ballot title and call therefore as provided by law, for the purpose of submission to the qualified electors residing within the City the proposition of approval or refusal of this Ordinance and the Franchise hereby granted; and the proper officers of the City are hereby directed to do all things that may be necessary for the holding of the election and for the submission of the question, and shall, in all things, comply with the laws of the State of Oklahoma. The Grantee shall pay the cost of the election related to the approval of this ordinance.

In the event this Franchise is approved at such election the Grantee shall within twenty (20) days after the result of such election is declared as provided by law, file with the City Clerk of the City of Broken Arrow an acceptance in writing duly executed according to law, accepting this Ordinance and Franchise.

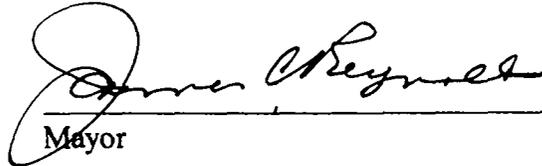
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**SECTION 26. SEVERABILITY**

If any section, sentence, clause or phrase of this Ordinance or any part thereof is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Franchise of any part thereof.

**PASSED AND APPROVED**, this 19<sup>th</sup> day of August, 2002, AD.

CITY OF BROKEN ARROW, OKLAHOMA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
  
\_\_\_\_\_  
(Seal) City Clerk

APPROVED AS TO FORM:

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



# City of Broken Arrow

## Request for Action

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**File #:** 25-355, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-01-2025**

**Title:**

Presentation and annual programming update by the Broken Arrow Historical Society

**Background:**

The Broken Arrow Historical Society will update the City Council members on operations and programming regarding the Museum Broken Arrow.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Lori Hill, Community Relations Manager

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

**Attachments:** None

**Recommendation:**

No action required.



# City of Broken Arrow

## Request for Action

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**File #: 25-356, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Presentation and annual programming update by the Military History Center

**Background:**

The Broken Arrow Military History Center will update the City Council members on operations and programming.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Lori Hill, Community Relations Manager

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

**Attachments:** None

**Recommendation:**

No action required.



# City of Broken Arrow

## Request for Action

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**File #:** 25-266, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-01-2025**

**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

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**File #: 25-396, Version: 1**

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**Broken Arrow City Council  
Meeting of: 4-1-2025**

**Title:**

Consideration, discussion, and possible approval to award the lowest responsible bid to Ellis Concrete Construction, LLC and approve and authorize execution of a construction contract for Concrete Panel Replacement Street Repair - Meadow Heights (ST23310)

**Background:**

Design for the Concrete Panel Replacement Street Repair for the Meadow Heights subdivision has been completed and Engineering and Construction Department staff worked with the design consultant to prepare construction documents for letting. The project includes the removal and rehabilitation of approximately 14,000 square yards of concrete roadway panels along with miscellaneous concrete work including sidewalk, curb, driveways, storm sewer, and ADA ramps. This roadway reconstruction will be located in the Meadow Heights subdivision on the northwest corner of W. Houston Street & S. Elm Pl.

The project was advertised for bids on February 20, 2025, and February 27, 2025. Bids were opened on March 13, 2025, and five (5) bids were received. The Certified Bid Tabulation is attached. The bids submitted were composed of seventeen (17) pay items.

The lowest responsible bid was submitted by Ellis Concrete Construction, LLC for \$1,495,084.75. The engineer's estimate was \$1,873,845.50.

**Cost:** \$1,495,084.75

**Funding Source:** Fund 593 2018 Bond funds

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

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

**Attachments:** Certified Bid Tabulation

**Recommendation:**

Award the lowest responsible bid to Ellis Concrete Construction, LLC and approve and authorize execution of a construction contract for Concrete Panel Replacement Street Repair - Meadow Heights (ST23310).

BID TAB																	
ST23310 CONCRETE PANEL REPLACEMENT STREET REPAIR - MEADOW HEIGHTS (#9508104)																	
PROJECT NO. ST23310 BID NO. 25.139 QUESTCDN NO. 9508104																	
2:00 P.M. BID OPENING 03/13/2025 AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING VIA VIRTUAL BID OPENING																	
BASE BID				ENGINEER ESTIMATE				Ellis Concrete Construction LLC		Tri-Star Construction, LLC		Cherokee Pride Construction Inc./ Sapulpa, ok		R&L Construction LLC		Grade Line Construction, LLC	
ITEM	SPEC. NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
101	221(G)	Temporary Fiber Log	LF	77.00	\$10.00	\$770.00	\$5.00	\$385.00	\$3.00	\$231.00	\$50.00	\$3,850.00	\$15.00	\$1,155.00	\$10.00	\$770.00	
102	SP 9.0.	Remove and Replace P.C. Concrete Street Section	SY	13917.00	\$85.00	\$1,182,945.00	\$69.00	\$960,273.00	\$71.75	\$998,544.75	\$80.00	\$1,113,360.00	\$80.00	\$1,113,360.00	\$93.50	\$1,301,239.50	
103	SP 9.1	Full Depth PCC Patching	SY	54.00	\$165.00	\$8,910.00	\$175.00	\$9,450.00	\$145.00	\$7,830.00	\$150.00	\$8,100.00	\$300.00	\$16,200.00	\$175.00	\$9,450.00	
104	SP 10.0.	Remove and Replace P.C. Concrete Barrier Curb	LF	6985.00	\$30.00	\$209,550.00	\$20.00	\$139,700.00	\$22.00	\$153,670.00	\$22.00	\$153,670.00	\$24.00	\$167,640.00	\$26.00	\$181,610.00	
105	SP 11.0.	Remove and Replace P.C. Concrete Sidewalk	SY	669.00	\$65.00	\$43,485.00	\$60.00	\$40,140.00	\$75.00	\$50,175.00	\$70.00	\$46,830.00	\$65.00	\$43,485.00	\$75.00	\$50,175.00	
106	SP 12.0	Remove and Replace 6" Concrete Driveway (H.E.S.)	SY	736.00	\$75.00	\$55,200.00	\$75.00	\$55,200.00	\$114.00	\$83,904.00	\$74.00	\$54,464.00	\$80.00	\$58,880.00	\$105.00	\$77,280.00	
107	SP 13.0.	Install Curb Ramp (Type "B")	EA	14.00	\$2,000.00	\$28,000.00	\$500.00	\$7,000.00	\$1,325.00	\$18,550.00	\$1,800.00	\$25,200.00	\$1,500.00	\$21,000.00	\$2,650.00	\$37,100.00	
108	SP 13.0.	Install Curb Ramp (Type "D")	EA	2.00	\$2,300.00	\$4,600.00	\$750.00	\$1,500.00	\$1,325.00	\$2,650.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$2,650.00	\$5,300.00	
109	SP 14.0.	Remove and Replace Inlet with CICI (DES 2)	EA	5.00	\$7,000.00	\$35,000.00	\$4,000.00	\$20,000.00	\$5,297.00	\$26,485.00	\$5,000.00	\$25,000.00	\$5,000.00	\$25,000.00	\$5,500.00	\$27,500.00	
110	SP 23.0.	Adjust Valve Box to Grade (Including Concrete Collars less than 4")	EA	8.00	\$600.00	\$4,800.00	\$500.00	\$4,000.00	\$200.00	\$1,600.00	\$500.00	\$4,000.00	\$500.00	\$4,000.00	\$450.00	\$3,600.00	
111	SP 27.0.	Solid Slab Sodding	SY	500.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$7.60	\$3,800.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00	\$7.50	\$3,750.00	
112	SP 32.0.	Subgrade Method B	SY	13917.00	\$4.00	\$55,668.00	\$7.00	\$97,419.00	\$2.75	\$38,271.75	\$1.00	\$13,917.00	\$1.50	\$20,875.50	\$4.00	\$55,668.00	
113	SP 34.0.	Aggregate Base Type A	CY	2320.00	\$60.00	\$139,200.00	\$42.00	\$97,440.00	\$45.00	\$104,400.00	\$50.00	\$116,000.00	\$50.00	\$116,000.00	\$60.00	\$139,200.00	
114	SP 35.0.	Separator Fabric	SY	16221.00	\$2.50	\$40,552.50	\$1.75	\$28,386.75	\$1.50	\$24,331.50	\$1.00	\$16,221.00	\$1.50	\$24,331.50	\$1.75	\$28,386.75	
115	SP 45.0.	Unclassified Excavation	CY	2320.00	\$25.00	\$58,000.00	\$12.00	\$27,840.00	\$17.60	\$40,832.00	\$15.00	\$34,800.00	\$20.00	\$46,400.00	\$30.00	\$69,600.00	
116	SP 45.0.	Unclassified Borrow/Fill	CY	10.00	\$80.00	\$800.00	\$35.00	\$350.00	\$45.00	\$450.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$70.00	\$700.00	
117	SP 47.0.	Unclassified Borrow/Fill*	LF	91.00	\$15.00	\$1,365.00	\$11.00	\$1,001.00	\$25.00	\$2,275.00	\$20.00	\$1,820.00	\$50.00	\$4,550.00	\$10.00	\$910.00	
<b>TOTAL BASE BID:</b>						\$1,873,845.50		\$1,495,084.75		\$1,558,000.00		\$1,627,232.00		\$1,671,877.00		\$1,992,239.25	

\*Description to Item No. 117 "Unclassified Borrow/Fill" was shown incorrectly on QuestCDN Bid Worksheet & was supposed to be "Crack Cleaning and Sealing (P.C. Concrete Pavement)"; however Item No. 117 was correctly shown in the bid documents.

I certify that this is a true and correct Tabulation of Bids received at 1:45pm on March 13, 2025. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

  
 John Windlow, P.E.  
 Project Manager



# City of Broken Arrow

## Request for Action

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**File #: 25-447, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussions, and possible approval of PT-001985-2025 | PR-000016-2022, Conditional Final Plat, Oakmont Hills, 28.20 acres, 85 Lots, A-1 (Agricultural) to RS-3 (Single-Family Residential) and CG (Commercial General)/PUD-000197-2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane), including approval of the Oakmont Hills Agreement

**Background:**

PT-001985-2025, the conditional final plat for Oakmont Hills, contains 28.20 acres with 85 proposed lots. This property is located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane) and is currently unplatted and undeveloped. The property was approved to be rezoned from A-1 (Agricultural) and A-RE (Annexed Residential Estate) to CG (Commercial General) and RS-3 (Single-Family Residential) along with a PUD on December 6, 2022, subject to platting.

PUD-000197-2022 divides the property into two development areas. Development Area A shall be developed in accordance with the use and development regulations of the CG (Commercial General) district and Development Area B shall be developed in accordance with the use and development regulations of the RS-3 (Single-Family Residential) district as required by the zoning code, except as outlined in the PUD document.

According to FEMA's National Flood Hazard Layer, part of the eastern portion of the property is located within the 100-year floodplain. This property will be required to be placed in a reserve area and designated as FD (Flood District).

This item was reviewed by the Technical Advisory Committee (TAC) on February 25, 2025 and was recommended for approval subject to the attached checklist. The Planning Commission, in their meeting of February 27, 2025, recommended approval (5-0 vote) of this conditional final plat. No one spoke in support of or in opposition to this item.

**Cost:** \$0

**Funding Source:** None

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

**Approved By:** City Manager Office

**Attachments:** Planning Commission Staff Report  
Conditional final plat and covenants with staff comments  
Oakmont Hills Agreement  
Waterline Bid Tab

**Recommendation:**

Approve PT-001985-2025, conditional final plat for Oakmont Hills, subject to the attached comments, as recommended by Planning Commission and Staff. Approve the agreement between Oakmont Hills, LLC and the City of Broken Arrow for waterline upgrades.

**Broken Arrow Planning Commission  
02-27-2025**

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

..title

**Approval of PT-001985-2025 | PR-000016-2022, Conditional Final Plat, Oakmont Hills, 28.20 acres, 85 Lots, A-1 (Agricultural) to RS-3 (Single-Family Residential) and CG (Commercial General)/PUD-000197-2022, located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane)**

..End

**Background:c**

**Applicant:** Tanner Consulting, LLC  
**Owner:** Oakmont Hills, LLC  
**Developer:** Oakmont Hills, LLC  
**Engineer:** Tanner Consulting, LLC  
**Location:** Northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane)  
**Size of Tract** 28.20 acres  
**Number of Lots:** 85  
**Present Zoning:** A-1 (Agricultural) to RS-3 (Single-Family Residential) and CG (Commercial General)/PUD-000197-2022  
**Comp Plan:** Level 3(Transition Area), Level 4 (Employment/Commercial Node)

PT-001985-2025, the conditional final plat for Oakmont Hills, contains 28.20 acres with 85 proposed lots. This property is located at the northwest corner of Florence Street (111th Street) and 9th Street (Lynn Lane) and is currently unplatted and undeveloped. The property was approved to be rezoned from A-1 (Agricultural) and A-RE (Annexed Residential Estate) to CG (Commercial General) and RS-3 (Single-Family Residential) along with a PUD on December 6, 2022, subject to platting.

PUD-000197-2022 divides the property into two development areas. Development Area A shall be developed in accordance with the use and development regulations of the CG (Commercial General) district and Development Area B shall be developed in accordance with the use and development regulations of the RS-3 (Single-Family Residential) district as required by the zoning code, except as outlined in the PUD document.

According to FEMA's National Flood Hazard Layer, part of the eastern portion of the property is located within the 100-year floodplain. This property will be required to be placed in a reserve area and designated as FD (Flood District).

This item was reviewed by the Technical Advisory Committee (TAC) on February 25, 2025 and was recommended for approval subject to the attached checklist.

**Attachments:** Checklist  
Preliminary Plat

**Recommendation:**

Staff recommends PT-001985-2025, conditional final plat for Oakmont Hills, be approved, subject to the attached checklist.

**Reviewed by: Amanda Yamaguchi**

**Approved by: Rocky Henkel**

ALY

# Conditional Final Plat

PUD-000197-2022

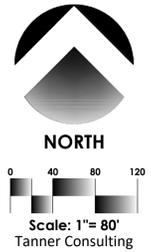
E04 Use a single line on the PUD label

# OAKMONT HILLS

OWNER:  
**Oakmont Hills, LLC**  
AN OKLAHOMA LIMITED LIABILITY COMPANY  
CONTACT: JULIUS PUMA  
EMAIL: PUMA74011@YAHOO.COM  
10618 South Winston Court  
Tulsa, Oklahoma 74137  
Phone: (918) 298-6700

OWNER:  
**Great Plains Land and Wildlife Conservation Corporation**  
AN OKLAHOMA NOT FOR PROFIT CORPORATION  
CONTACT: KANE SMITH  
3530 East 31st Street South  
Tulsa, Oklahoma 74135  
Phone: (918) 282-3760

SURVEYOR/ENGINEER:  
**Tanner Consulting, L.L.C.**  
DAN E. TANNER, P.L.S. NO. 1435  
OK CA NO. 2661, EXPIRES 6/30/2025  
EMAIL: DAN@TANNERBAITSHOP.COM  
5323 South Lewis Avenue  
Tulsa, Oklahoma 74105  
Phone: (918) 745-9929



**Benchmark #1**  
CHISELED BOX SET ON THE TOP OF THE STORM CULVERT HEADWALL ON THE WEST SIDE OF S. 9TH ST. APPROXIMATELY 330' NORTH OF THE INTERSECTION OF S. 9TH ST. AND E. FLORENCE ST.  
(372919.13N, 2625140.98E)  
ELEVATION=640.03 (NAVD88)

**Benchmark #2**  
BRASS CAP FOUND IN A WATER VALVE BOX IN THE CENTER OF THE INTERSECTION OF SOUTH 9TH STREET AND EAST FLORENCE STREET.  
(372583.94N, 2625214.13'E)  
ELEVATION=644.52 (NAVD88)

- LEGEND
- B/L BUILDING LINE
  - B/U BUILDING LINE & UTILITY EASEMENT
  - BK PG BOOK & PAGE
  - CB CHORD BEARING
  - CD CHORD DISTANCE
  - CL CENTERLINE
  - Δ DELTA ANGLE
  - DOC DOCUMENT
  - ESMT EASEMENT
  - GOV/T GOVERNMENT
  - LNA LIMITS OF NO ACCESS
  - ODE OVERLAND DRAINAGE EASEMENT
  - RES RESERVE
  - R/W RIGHT-OF-WAY
  - SSE STORM SEWER EASEMENT
  - U/E UTILITY EASEMENT
  - 1/234 ADDRESS ASSIGNED
  - FOUND MONUMENT
  - SET MONUMENT (SEE NOTE 2)

**SUBDIVISION CONTAINS:**  
EIGHTY-FIVE (85) LOTS  
IN FIVE (5) BLOCKS  
WITH FIVE (5) RESERVE AREAS  
GROSS SUBDIVISION AREA: 28.198 ACRES

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

### Lot Area & Elevation Table

AREA LABEL	AREA (ACRES)	MIN. FINISH FLOOR	AREA LABEL	AREA (ACRES)	MIN. FINISH FLOOR
BLOCK 1 LOT 1	10409	680.55	BLOCK 2 LOT 30	7062	662.60
BLOCK 1 LOT 2	7800	680.10	BLOCK 2 LOT 31	7907	664.95
BLOCK 1 LOT 3	7800	678.45	BLOCK 2 LOT 32	7912	666.55
BLOCK 1 LOT 4	7800	676.95	BLOCK 2 LOT 33	7912	668.25
BLOCK 1 LOT 5	8450	675.45	BLOCK 2 LOT 34	7912	669.90
BLOCK 1 LOT 6	7800	673.85	BLOCK 2 LOT 35	7673	661.20
BLOCK 1 LOT 7	7800	671.55			
BLOCK 1 LOT 8	8450	668.95	BLOCK 3 LOT 1	8147	676.25
BLOCK 1 LOT 9	7800	663.55	BLOCK 3 LOT 2	7200	675.00
BLOCK 1 LOT 10	7800	660.95	BLOCK 3 LOT 3	7200	673.20
BLOCK 1 LOT 11	8450	685.25	BLOCK 3 LOT 4	7200	670.95
BLOCK 1 LOT 12	8451	685.25	BLOCK 3 LOT 5	7200	668.55
BLOCK 1 LOT 13	9433	655.45	BLOCK 3 LOT 6	7200	666.15
BLOCK 1 LOT 14	9100	652.25	BLOCK 3 LOT 7	7200	663.75
BLOCK 1 LOT 15	8400	651.50	BLOCK 3 LOT 8	7200	661.30
BLOCK 1 LOT 16	8400	650.70	BLOCK 3 LOT 9	7200	658.90
BLOCK 1 LOT 17	8652	650.45	BLOCK 3 LOT 10	7623	656.60
BLOCK 1 LOT 18	9780	651.05	BLOCK 3 LOT 11	7666	656.65
			BLOCK 3 LOT 12	7200	658.20
BLOCK 2 LOT 1	10705	650.70	BLOCK 3 LOT 13	7200	659.90
BLOCK 2 LOT 2	9186	650.20	BLOCK 3 LOT 14	7200	661.60
BLOCK 2 LOT 3	8528	650.40	BLOCK 3 LOT 15	7200	663.25
BLOCK 2 LOT 4	8544	651.20	BLOCK 3 LOT 16	7200	664.95
BLOCK 2 LOT 5	9616	652.20	BLOCK 3 LOT 17	7200	666.65
BLOCK 2 LOT 6	8822	654.15	BLOCK 3 LOT 18	7200	668.35
BLOCK 2 LOT 7	8518	655.25	BLOCK 3 LOT 19	7200	670.00
BLOCK 2 LOT 8	13876	655.65	BLOCK 3 LOT 20	7659	671.25
BLOCK 2 LOT 9	14348	656.00			
BLOCK 2 LOT 10	8329	656.70	BLOCK 4 LOT 1	9494	673.60
BLOCK 2 LOT 11	7759	658.10	BLOCK 4 LOT 2	7914	637.30
BLOCK 2 LOT 12	7199	659.80	BLOCK 4 LOT 3	8099	673.05
BLOCK 2 LOT 13	7199	661.50	BLOCK 4 LOT 4	8099	673.60
BLOCK 2 LOT 14	7199	663.15	BLOCK 4 LOT 5	8099	674.10
BLOCK 2 LOT 15	7200	664.85	BLOCK 4 LOT 6	8099	673.70
BLOCK 2 LOT 16	7200	666.55	BLOCK 4 LOT 7	8099	673.20
BLOCK 2 LOT 17	7201	668.20	BLOCK 4 LOT 8	8099	674.25
BLOCK 2 LOT 18	7201	669.90	BLOCK 4 LOT 9	8099	675.65
BLOCK 2 LOT 19	8308	671.25	BLOCK 4 LOT 10	8072	675.65
BLOCK 2 LOT 20	8293	671.20	BLOCK 4 LOT 11	8649	677.20
BLOCK 2 LOT 21	7200	669.90			
BLOCK 2 LOT 22	7200	668.25	BLOCK 5 LOT 1	31849	658.50
BLOCK 2 LOT 23	7200	666.55	RESERVE A	184381	N/A
BLOCK 2 LOT 24	7195	664.40	RESERVE B	900	N/A
BLOCK 2 LOT 25	7310	663.35	RESERVE C	1000	N/A
BLOCK 2 LOT 26	8518	660.85	RESERVE D	1000	N/A
BLOCK 2 LOT 27	8101	660.00	RESERVE E	4855	N/A
BLOCK 2 LOT 28	8738	660.30			
BLOCK 2 LOT 29	10720	660.75			

### Curve Table

CURVE	LENGTH(L)	RADIUS(R)	DELTA(Δ)	CHORD(CB)	CHORD DIS(CD)
1	39.27'	25.00'	90°00'00"	N43°38'13"E	35.36'
2	47.84'	75.00'	36°32'55"	N70°21'45"E	47.04'
3	24.97'	25.00'	57°13'43"	N80°42'09"E	23.95'
4	45.12'	125.00'	20°40'48"	N81°01'23"W	44.87'
5	32.94'	25.00'	75°29'44"	N39°06'39"W	30.61'
6	18.99'	75.00'	14°30'16"	N84°06'39"W	18.94'
7	39.24'	25.00'	89°56'30"	N46°23'32"W	35.34'
8	39.30'	25.00'	90°03'30"	N43°36'28"E	35.37'
9	16.09'	25.00'	36°52'12"	N19°47'53"W	15.81'
10	142.89'	50.00'	163°44'23"	N43°38'13"E	98.99'
11	16.09'	25.00'	36°52'12"	N72°55'41"W	15.81'
12	39.25'	25.00'	89°56'51"	N46°23'42"W	35.34'
13	23.55'	25.00'	53°58'05"	N61°38'50"E	22.69'
14	301.53'	60.00'	287°56'10"	N1°22'07"W	70.59'
15	23.55'	25.00'	53°58'05"	N64°23'05"W	22.69'
16	39.29'	25.00'	90°03'09"	N43°36'18"E	35.37'
17	13.63'	125.00'	6°14'57"	N4°29'16"W	13.63'
18	8.18'	75.00'	6°14'57"	N4°29'16"W	8.18'
19	8.10'	75.00'	6°11'28"	N4°31'00"W	8.10'
20	13.51'	125.00'	6°11'28"	N4°31'00"W	13.50'
21	39.27'	25.00'	90°00'00"	N46°21'47"W	35.36'

P04: Same number

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

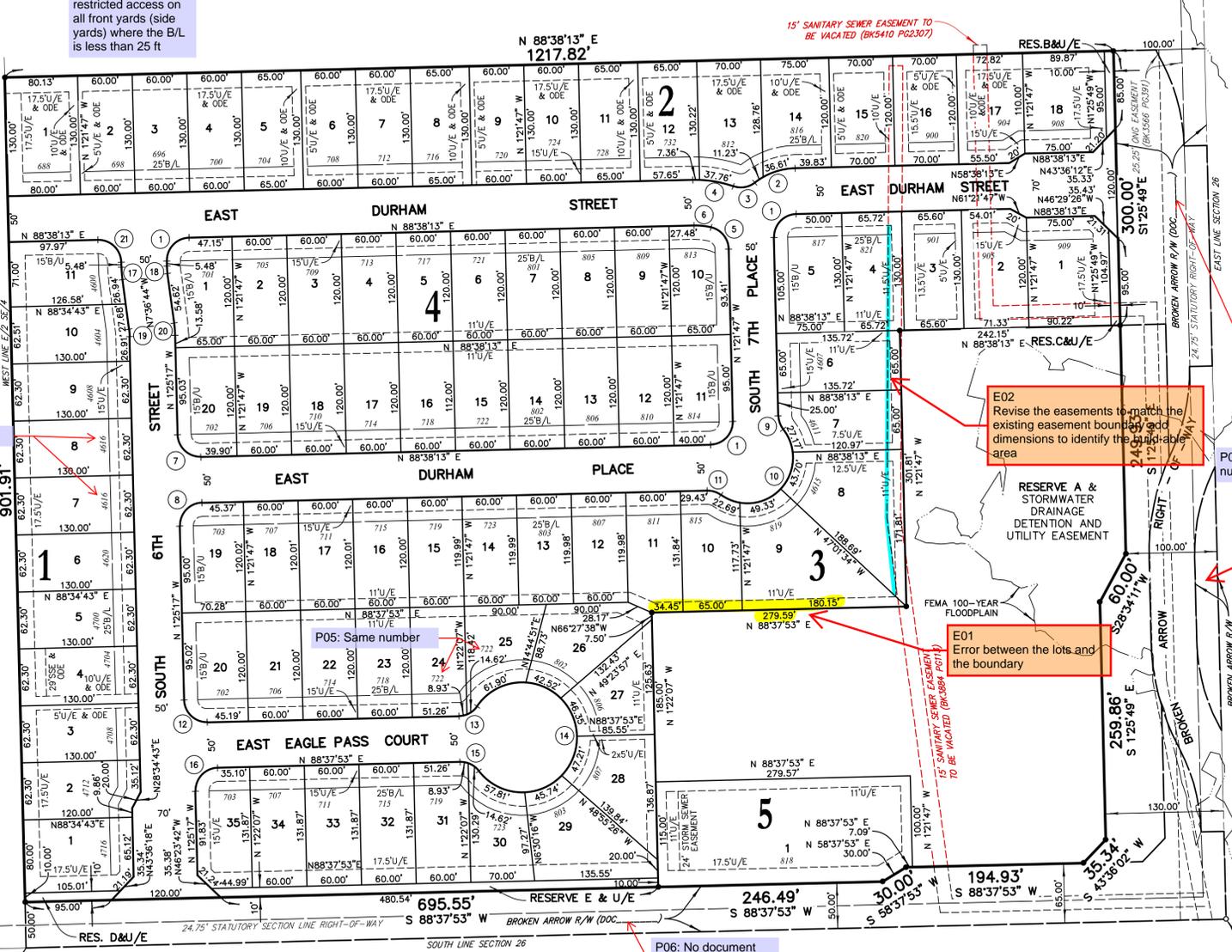
P07: Per previous checklist: Place LNA on rear yards along Florence & 9th

P06: No document number shown

E02 Revise the easements to match the existing easement boundary and add dimensions to identify the buildable area

E01 Error between the lots and the boundary

E03 Add the floodplain designation of zone x for the residential area and Zone Ae for the reserve. Add Panel number 40143C0394M Show the floodway in the R/W



DATE OF PREPARATION: January 27, 2025

SOUTHWEST CORNER SE/4 SECTION 26, T-18-N R-14-E FOUND 5/8" IRON PIN

SOUTHWEST CORNER SE/4 SECTION 26, T-18-N R-14-E SET MAGNETIC NAIL

POINT OF BEGINNING SOUTHEAST CORNER SECTION 26, T-18-N R-14-E FOUND BRASS CAP

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

P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

**Oakmont Hills**  
CASE NO. PT00077-2023  
DEVELOPMENT NO. PR-00-000  
SHEET 1 OF 3

# Conditional Final Plat

PUD-000197-  
2022

# OAKMONT HILLS

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26),  
TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN  
A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

## DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

THAT OAKMONT HILLS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY (HEREINAFTER "OHL"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°25'17" WEST AND ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°25'17" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 901.91 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 1217.82 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF SOUTH 9TH STREET (A.K.A. SOUTH LYNN LANE ROAD). THENCE SOUTH 1°25'49" EAST AND ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 300.00 FEET; THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 242.15 FEET; THENCE SOUTH 1°21'47" EAST FOR A DISTANCE OF 301.81 FEET; THENCE SOUTH 88°37'53" WEST AND PARALLEL WITH THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 279.59 FEET; THENCE SOUTH 1°22'07" EAST AND PERPENDICULAR TO SAID SOUTH LINE, FOR A DISTANCE OF 300.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET; THENCE SOUTH 88°37'53" WEST AND ALONG SAID NORTH LINE, FOR A DISTANCE OF 695.55 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 868,544 SQUARE FEET OR 19.939 ACRES (THE "OHL REAL ESTATE").

AND THAT GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION, AN OKLAHOMA CORPORATION (HEREINAFTER "GREAT PLAINS"), IS THE OWNER OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE/4 SE/4; THENCE NORTH 1°25'17" WEST AND ALONG THE WEST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET; THENCE NORTH 88°37'53" EAST AND ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 695.55 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1°22'07" WEST AND PERPENDICULAR TO THE NORTH LINE, FOR A DISTANCE OF 300.00 FEET; THENCE NORTH 88°37'53" EAST AND PARALLEL WITH THE NORTH LINE, FOR A DISTANCE OF 279.59 FEET; THENCE NORTH 1°21'47" WEST FOR A DISTANCE OF 301.81 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 242.15 FEET; THENCE SOUTH 1°25'49" EAST AND PARALLEL WITH THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 249.93 FEET; THENCE SOUTH 28°34'11" WEST FOR A DISTANCE OF 60.00 FEET; THENCE SOUTH 1°25'49" EAST AND PARALLEL WITH THE EAST LINE, FOR A DISTANCE OF 259.86 FEET; THENCE SOUTH 43°36'02" WEST FOR A DISTANCE OF 35.34 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF EAST FLORENCE STREET, SAID POINT BEING 65.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTH LINE OF THE SE/4 SE/4; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES: SOUTH 88°37'53" WEST FOR A DISTANCE OF 194.93 FEET; THENCE SOUTH 58°37'53" WEST FOR A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°37'53" WEST FOR A DISTANCE OF 246.49 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 216,230 SQUARE FEET OR 4.964 ACRES (THE "GREAT PLAINS REAL ESTATE").

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:

- 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°37'53" EAST.

AND THAT THE "OHL REAL ESTATE" AND THE "GREAT PLAINS REAL ESTATE" TOGETHER CONSTITUTE THE ENTIRETY OF THE PROPERTY PLATTED HEREBY. "OHL" AND "GREAT PLAINS", HEREINAFTER TOGETHER REFERRED TO AS "OWNERS", HAVE JOINTLY CAUSED THE "OHL REAL ESTATE" AND THE "GREAT PLAINS REAL ESTATE" TO BE SURVEYED, STAKED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND STREETS, ALL AS SHOWN BY THE ACCOMPANYING PLAT AND SURVEY THEREOF, AND WHICH PLAT IS MADE A PART HEREOF; AND THE OWNERS HAVE GIVEN TO SAID PLAT THE NAME OF "OAKMONT HILLS", A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (WHEREVER THE WORD "SUBDIVISION" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN "OAKMONT HILLS" UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE. LIKEWISE, WHEREVER THE WORD "CITY" APPEARS HEREIN THE SAME SHALL CONCLUSIVELY BE DEEMED TO MEAN THE CITY OF BROKEN ARROW, OKLAHOMA, UNLESS THE CONTEXT CLEARLY DICTATES OTHERWISE.)

NOW, THEREFORE, THE OWNERS, FOR THE PURPOSE OF PROVIDING FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION AND FOR THE PURPOSE OF INSURING ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNERS, THEIR RESPECTIVE SUCCESSORS, GRANTEES, AND ASSIGNS, AND THE BENEFICIARIES OF THE COVENANTS AS SET FORTH HEREIN, DO HEREBY IMPOSE THE FOLLOWING RESTRICTIONS AND COVENANTS, WHICH SHALL BE COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

## SECTION I. STREETS, EASEMENTS, AND UTILITIES

"OHL" HEREBY DEDICATES TO THE PUBLIC THE STREET RIGHTS-OF-WAY AS DEPICTED ON THE ACCOMPANYING PLAT. "OHL" AND "GREAT PLAINS" FURTHER 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, ELECTRIC POWER LINES AND TRANSFORMERS, COMMUNICATION LINES, GAS LINES, AND WATERLINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS, MANHOLES, AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, TOGETHER WITH SIMILAR EASEMENT RIGHTS IN THE PUBLIC STREETS, PROVIDED HOWEVER, THE OWNERS HEREBY RESERVE THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY, AND REPAIR OR REPLACE WATERLINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING, REPAIRING, AND REPLACING OVER, ACROSS, AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNERS HEREBY IMPOSE A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT AND RESERVE AREA OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE THAT, WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT INTERFERES WITH THE ABOVE SET FORTH USES AND PURPOSES OF THE UTILITY EASEMENTS SHALL BE PLACED, ERRECTED, INSTALLED, OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, SIDEWALKS, LANDSCAPING, AND CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

### 1.1. PUBLIC WATER, SANITARY SEWER, AND STORM SEWER SERVICE

1.1.1. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS LOCATED ON THEIR LOT OR RESERVE AREA.

1.1.2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF INSTALLATION OF A PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN, OR PUBLIC STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BROKEN ARROW, WOULD INTERFERE WITH PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, OR PUBLIC STORM SEWERS, SHALL BE PROHIBITED.

1.1.3. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, PUBLIC SANITARY SEWER MAINS, AND PUBLIC STORM SEWERS, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

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

1.1.5. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.1. SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

### 1.2. PAVING AND LANDSCAPING WITHIN EASEMENTS

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

### 1.3. UNDERGROUND SERVICE

1.3.1. OVERHEAD POLES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICE MAY BE LOCATED WITHIN THE PERIMETER UTILITY EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS SHALL BE SERVED BY UNDERGROUND CABLE AND, EXCEPT AS PROVIDED IN THE IMMEDIATELY-PRECEDING SENTENCE, ALL SUPPLY LINES INCLUDING ELECTRIC, COMMUNICATION, AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENTS 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.

1.3.2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE 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 OR RESERVE AREA, 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 OR RESERVE AREA, 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.

1.3.3. THE SUPPLIER OF ELECTRIC, COMMUNICATION, AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING, OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, COMMUNICATION, OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

1.3.4. EACH LOT AND RESERVE AREA OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON SAID OWNER'S LOT OR RESERVE AREA AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, COMMUNICATION, OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE LOT OR RESERVE AREA OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE LOT OR RESERVE AREA OWNER OR SAID OWNER'S AGENTS OR CONTRACTORS.

1.3.5. THE COVENANTS SET FORTH IN THE THIS SECTION 1.3. SHALL BE ENFORCEABLE BY EACH SUPPLIER OF ELECTRIC, COMMUNICATION, OR GAS SERVICE AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

### 1.4. SURFACE DRAINAGE

EXCEPT AS OTHERWISE PROVIDED FOR STORMWATER DETENTION FUNCTIONS WITHIN STORMWATER DRAINAGE AND DETENTION EASEMENTS, ALL LOTS AND RESERVE AREAS SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS, RESERVE AREAS, AND DRAINAGE AREAS OF HIGHER ELEVATION WITHIN AND OUTSIDE OF THE SUBDIVISION, AND NO OWNER WITHIN THE SUBDIVISION 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 THE OWNER'S LOT OR RESERVE AREA. THE FOREGOING COVENANTS SET FORTH IN THIS SECTION 1.4. SHALL BE ENFORCEABLE BY EACH LOT AND RESERVE AREA OWNER.

### 1.5. SIDEWALKS

SIDEWALKS SHALL BE CONSTRUCTED AND MAINTAINED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND IN CONFORMANCE WITH THE CITY OF BROKEN ARROW ENGINEERING DESIGN CRITERIA MANUAL STANDARDS. THE OWNER, OR ITS SUCCESSORS AND ASSIGNS, SHALL BE RESPONSIBLE FOR CONSTRUCTION OF A SIDEWALK WITHIN THOSE PORTIONS OF THE STREET RIGHTS-OF-WAY OF EAST FLORENCE STREET AND SOUTH 9TH STREET (SOUTH LYNN LANE ROAD) ADJACENT TO RESIDENTIAL LOTS AND A SIDEWALK OR TRAIL WITHIN THE PUBLIC STREETS ABUTTING RESERVE AREAS, AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF BROKEN ARROW, OKLAHOMA, ELSEWHERE WITHIN THE SUBDIVISION, PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT. THE OWNER OF THE PARTICULAR RESIDENTIAL OR COMMERCIAL LOT SHALL CONSTRUCT, AND THEREAFTER MAINTAIN, THE SIDEWALK EXTENDING ALONG THE FULL PUBLIC STREET FRONTAGE ADJACENT TO THE RESIDENTIAL OR COMMERCIAL LOT. SIDEWALKS SHALL BE CONTINUOUS WITH ADJOINING SIDEWALKS.

### 1.6. ACCESS RESTRICTIONS

1.6.1. THE OWNERS HEREBY RELINQUISH RIGHT OF INGRESS AND EGRESS TO THE ABOVE DESCRIBED PROPERTY WITHIN THE BOUNDS DESIGNATED ON THE ACCOMPANYING PLAT AS "LIMITS OF NO ACCESS" OR "LNA" EXCEPT AS MAY HEREAFTER BE RELEASED, ALTERED, OR AMENDED BY THE AFFECTED LOT OR RESERVE AREA OWNER AND THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO. THE FOREGOING COVENANT CONCERNING "LIMITS OF NO ACCESS" SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OR ITS SUCCESSORS, AND EACH LOT AND RESERVE AREA OWNER AGREES TO BE BOUND HEREBY.

1.6.2. ACCESS IS RESTRICTED AND ADDITIONAL SETBACK AND OTHER CITY OF BROKEN ARROW ZONING ORDINANCE RESTRICTIONS APPLY TO LOTS WITH LOT LINES DESIGNATED "RESTRICTED ACCESS" OR "R.A."

### 1.7. STORMWATER DRAINAGE AND DETENTION EASEMENT

1.7.1. "GREAT PLAINS" DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORMWATER DRAINAGE AND DETENTION EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND AND UNDERGROUND FLOW, CONVEYANCE, DETENTION, RETENTION, AND DISCHARGE OF STORMWATER RUNOFF FROM ALL LOTS, RESERVE AREAS, AND STREETS WITHIN THE SUBDIVISION AND FROM AREAS OF HIGHER ELEVATION OUTSIDE THE SUBDIVISION.

1.7.2. STORMWATER DETENTION, RETENTION, AND DRAINAGE FACILITIES LOCATED WITHIN THE STORMWATER DRAINAGE AND DETENTION EASEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.7.3. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED IN THE STORMWATER DRAINAGE AND DETENTION EASEMENT AREA, NOR SHALL THERE BE ANY ALTERATION OF GRADE IN SAID EASEMENT AREA UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA; PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIPER OF NOT MORE THAN TWO AND ONE-HALF (2 1/2) INCHES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW. FENCES, WALLS, AND LANDSCAPING TREES INSTALLED BY THE OWNER, OR BY THE PROPERTY OWNERS' ASSOCIATION WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, SHALL BE PERMITTED ALONG THE PERIMETERS OF THE EASEMENT AREA, PROVIDED THAT THE SAME DO NOT CAUSE OBSTRUCTION OF THE FLOW, CONVEYANCE, OR DISCHARGE OF STORMWATER THROUGH THE EASEMENT AREA.

### 1.9. STORM SEWER EASEMENTS

"GREAT PLAINS" DOES HEREBY DEDICATE TO THE CITY OF BROKEN ARROW, OKLAHOMA, ITS SUCCESSORS AND ASSIGNS, PERPETUAL, NON-EXCLUSIVE EASEMENTS ON, OVER, AND ACROSS THE PROPERTY DESIGNATED AND SHOWN ON THE ACCOMPANYING PLAT AS "STORM SEWER EASEMENT" FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND REMOVING STORM SEWER LINES TOGETHER WITH ALL FITTINGS INCLUDING, WITHOUT LIMITATION, THE PIPES, MANHOLES, AND EQUIPMENT AND OTHER APPURTENANCES THERETO TOGETHER WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE EASEMENTS FOR THE USES AND PURPOSES STATED.

## SECTION II. RESERVE AREAS

### 2.1. RESERVE A

2.1.1. RESERVE A IS DESIGNATED TO BE USED FOR STORMWATER DRAINAGE AND DETENTION, PRIVATE PARK WHICH MAY INCLUDE PLAYING FIELDS OR COURTS, AND/OR OTHER SIMILAR IMPROVEMENTS, OPEN SPACE, UTILITIES, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND IS RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.1.2. RESERVE A, AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN, SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

### 2.2. RESERVES B, C, D, AND E

2.2.1. RESERVES B, C, D, AND E ARE DESIGNATED TO BE USED FOR PERIMETER DECORATIVE FENCES AND WALLS, ENTRY FEATURES INCLUDING SIGNAGE, OPEN SPACE, UTILITIES, LIGHTING, LANDSCAPING, IRRIGATION, AND OTHER USES AS MAY BE PERMITTED BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND ARE RESERVED FOR FUTURE CONVEYANCE TO THE PROPERTY OWNERS' ASSOCIATION.

2.2.2. RESERVES B, C, D, AND E AND ALL IMPROVEMENTS CONSTRUCTED OR INSTALLED THEREIN SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION, KEPT FREE OF THE ACCUMULATION OF TRASH AND DEBRIS, AND MOWED AND TRIMMED IN SEASON AT REGULAR INTERVALS TO PREVENT THE OVERGROWTH OF GRASS AND WEEDS.

2.2.3. RESERVES B, C, D, AND E, WHETHER OR NOT SO DESIGNATED ON THE ACCOMPANYING PLAT, ARE HEREBY DEDICATED AS UTILITY EASEMENTS.

### 2.3. ALL RESERVE AREAS

2.3.1. ALL COSTS AND EXPENSES ASSOCIATED WITH ALL RESERVE AREAS, INCLUDING MAINTENANCE OF VARIOUS IMPROVEMENTS AND RECREATIONAL FACILITIES, SHALL BE THE RESPONSIBILITY OF THE OWNER THEREOF, WHICH SHALL BE THE PROPERTY OWNERS' ASSOCIATION UPON CONVEYANCE OF SUCH RESERVE AREAS TO THE ASSOCIATION.

2.3.2. IN THE EVENT THE OWNER OF ANY RESERVE AREA SHOULD FAIL TO MAINTAIN SUCH RESERVE AREA, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER SUCH RESERVE AREA AND PERFORM SUCH MAINTENANCE AS NECESSARY TO ACHIEVE ITS INTENDED FUNCTIONS, AND THE COSTS THEREOF SHALL BE PAID BY THE OWNER THEREOF.

2.3.3. IN THE EVENT THE OWNER OF SAID RESERVE AREA SHOULD FAIL TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS, THE CITY OF BROKEN ARROW, OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST SUCH RESERVE AREA AS SPECIFICALLY PROVIDED HEREIN. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

2.3.4. THE CITY OF BROKEN ARROW SHALL NOT BE LIABLE FOR ANY DAMAGE OR REMOVAL OF ANY LANDSCAPING OR IRRIGATION SYSTEMS IN ANY RESERVE AREA.

2.3.5. EACH LOT AND RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION AGREES TO HOLD HARMLESS THE OWNER AND THE CITY OF BROKEN ARROW, OKLAHOMA, AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES, FROM ALL CLAIMS, DEMANDS, LIABILITIES, OR DAMAGES ARISING IN CONNECTION WITH THE OWNERSHIP OR USE OF THE FACILITIES AND IMPROVEMENTS CONSTRUCTED OR SITUATED IN THE RESERVE AREAS AND FURTHER AGREES THAT NEITHER THE CITY OF BROKEN ARROW NOR THE OWNER SHALL BE LIABLE TO THE LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE PROPERTY OWNERS' ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF FOR ANY DAMAGE TO PERSON OR PROPERTY CAUSED BY ACTION, OMISSION, OR NEGLIGENCE OF ANY LOT OR RESERVE AREA OWNER OR RESIDENT OR MEMBER OF THE ASSOCIATION OR ANY GUEST, VISITOR, OR INVITEE THEREOF.

1.8.3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AN OVERLAND DRAINAGE EASEMENT, NOR SHALL THERE BE ANY ALTERATION OF THE GRADE WITHIN AN OVERLAND DRAINAGE EASEMENT UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TREES OR TURF SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.4. THE OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE OWNER OF THE LOT OR RESERVE AREA CONTAINING SUCH EASEMENTS AT SAID OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

1.8.5. IN THE EVENT THE OWNER OF THE LOT OR RESERVE AREA SUBJECT TO AN OVERLAND DRAINAGE EASEMENT SHOULD FAIL TO PROPERLY MAINTAIN THE OVERLAND DRAINAGE FACILITIES LOCATED THEREIN OR, IN THE EVENT OF AN OBSTRUCTION WITHIN SUCH EASEMENT, THE FAILURE TO REMOVE SILTATION OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR, MAY ENTER THE OVERLAND DRAINAGE EASEMENT AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR SILTATION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS THEREOF SHALL BE PAID BY THE LOT OR RESERVE AREA OWNER. IN THE EVENT SAID LOT OR RESERVE AREA OWNER SHOULD FAIL TO PAY THE COST OF MAINTENANCE, AFTER COMPLETION OF THE MAINTENANCE AND RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE RECORDS OF THE TULSA COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT OR RESERVE AREA. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

# Conditional Final Plat

PUD-000197-2022



PART OF THE EAST HALF OF THE SOUTHEAST QUARTER (E/2 SE/4), SECTION TWENTY-SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN A SUBDIVISION WITHIN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

OAKMONT HILLS, LLC  
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY \_\_\_\_\_  
JULIUS PUMA, MANAGER

STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED JULIUS PUMA, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS MANAGER OF OAKMONT HILLS, LLC, 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 OAKMONT HILLS, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

03/08/2028 \_\_\_\_\_  
MY COMMISSION EXPIRES NOTARY PUBLIC



IN WITNESS WHEREOF, GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION ("GREAT PLAINS") HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORP.  
AN OKLAHOMA NOT FOR PROFIT CORPORATION

BY \_\_\_\_\_  
KANE SMITH, PRESIDENT

STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED KANE SMITH, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AS PRESIDENT OF GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION, 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 GREAT PLAINS LAND AND WILDLIFE CONSERVATION CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES NOTARY PUBLIC

CERTIFICATE OF SURVEY  
I, DAN E. TANNER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND HEREIN DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.  
WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.



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

STATE OF OKLAHOMA )  
) SS  
COUNTY OF TULSA )

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, PERSONALLY APPEARED TO ME DAN E. TANNER KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS LICENSED PROFESSIONAL LAND SURVEYOR TO THE FOREGOING CERTIFICATE, AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

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



IN WITNESS WHEREOF, OAKMONT HILLS, LLC ("OHL") HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

## DEED OF DEDICATION & RESTRICTIVE COVENANTS (CONTINUED)

### SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, OAKMONT HILLS WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT (DESIGNATED AS PUD NO. PUD-000197-2022 "OAKMONT HILLS") AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON DECEMBER 6, 2022; AND

WHEREAS, PUD NO. PUD-000197-2022 WAS AFFIRMATIVELY RECOMMENDED BY THE BROKEN ARROW PLANNING COMMISSION ON NOVEMBER 3, 2022 AND APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW ON DECEMBER 6, 2022; AND

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

WHEREAS, THE OWNERS DESIRE TO ESTABLISH COVENANTS OF RECORD FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE COMPLIANCE WITH PUD NO. PUD-000197-2022 "OAKMONT HILLS" AS PROVIDED WITHIN THE PUD PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, AS THE SAME EXISTED ON DECEMBER 6, 2022; AND

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

#### 3.1. GENERAL DEVELOPMENT STANDARDS

##### 3.1.1. FINAL DEVELOPMENT AREA BOUNDARIES:

PUD NO. PUD-000197-2022 DID NOT ESTABLISH THE BOUNDARY BETWEEN DEVELOPMENT AREA "A" AND DEVELOPMENT AREA "B". ALTHOUGH DESCRIBED IN SECTION VII OF THE PUD, FOR PURPOSES OF PUD-000197-2022, THE LAND AREAS OF DEVELOPMENT AREA "A" AND DEVELOPMENT AREA "B" WERE APPROXIMATE AND THE LAND AREAS AND THE BOUNDARY BETWEEN SUCH DEVELOPMENT AREAS WERE TO BE ESTABLISHED UPON PLATTING; PROVIDED, HOWEVER, IN NO EVENT WILL MORE THAN 163,350 SF OF NONRESIDENTIAL BUILDING FLOOR AREA BE PERMITTED WITHIN DEVELOPMENT AREA "A" NOR MORE THAN 87 DWELLING UNITS BE PERMITTED WITHIN DEVELOPMENT AREA "B".

THEREFORE, DEVELOPMENT AREA BOUNDARIES AND AREAS ARE HEREBY ESTABLISHED BY THIS PUD SUBDIVISION PLAT AS FOLLOWS: LOT ONE (1), BLOCK FIVE (5) AND RESERVE A SHALL COMPRISE THE NET LAND AREA OF DEVELOPMENT AREA "A"; LOT 1, BLOCK 5 AND RESERVE A, PLUS ONE HALF (1/2) OF THE ADJACENT RIGHTS-OF-WAY OF EAST FLORENCE STREET AND SOUTH 9TH STREET (SOUTH LYNN LANE ROAD), MEASURED PERPENDICULARLY FROM THE STREET CENTERLINES, SHALL COMPRISE THE GROSS LAND AREA OF DEVELOPMENT AREA "A", AND ALL OTHER LAND WITHIN PUD NO. PUD-000197-2022 SHALL COMPRISE DEVELOPMENT AREA "B".

##### 3.1.2. DEVELOPMENT IN ACCORDANCE WITH PLANNED UNIT DEVELOPMENT:

THE DEVELOPMENT OF OAKMONT HILLS SHALL BE SUBJECT TO PUD NO. PUD-000197-2022 AND THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BROKEN ARROW ZONING ORDINANCE AS SUCH PROVISIONS EXISTED ON DECEMBER 6, 2022, OR AS MAY BE SUBSEQUENTLY AMENDED.

##### 3.1.3. LANDSCAPING, TREES, SCREENING AND FENCING:

DEVELOPMENT AREA "A" (NONRESIDENTIAL) SHALL MEET OR EXCEED ALL REQUIREMENTS OF SECTION 5.2 OF THE ZONING ORDINANCE. IN ADDITION TO LOWERING THE BUILDING HEIGHT FROM UNDERLYING ZONING ALLOWANCE, ADDITIONAL BUFFERING EXCEEDING REQUIREMENTS SHALL BE PROVIDED TO THE SINGLE FAMILY WITHIN DEVELOPMENT AREA "B" BY MEANS OF (1) A MASONRY SCREENING WALL AND (2) LANDSCAPING TREES AND SHRUBS WHICH SHALL EXCEED BY 15% THE MINIMUM REQUIREMENTS OF ZONING ORDINANCE SECTION 5.2.B.1.D. IF DEVELOPMENT AREA "B" SHOULD DEVELOP FIRST, THE MASONRY SCREENING WALL SHALL BE CONSTRUCTED BY THE DEVELOPER OF DEVELOPMENT AREA "B".

LANDSCAPING FOR THE DEVELOPMENT AREA "B" WILL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF SECTION 5.2 OF THE ZONING ORDINANCE. FOR DEVELOPMENT AREA "B," TEN FOOT (10 FT) MINIMUM-WIDTH LANDSCAPE EDGES/RESERVE AREAS WILL BE PROVIDED ALONG BOTH THE FLORENCE STREET AND SOUTH 177TH EAST AVENUE FRONTAGES. THESE LANDSCAPE AREAS WILL HAVE LARGE TREES PLANTED EVERY THIRTY FEET (30 FT). BETWEEN THE LANDSCAPE EDGE AND THE LOT BOUNDARIES, A FENCE WILL BE INSTALLED THAT COMPLIES WITH THE REQUIREMENTS OF SECTION 5.2(E) OF THE ZONING ORDINANCE.

A MINIMUM OF ONE (1) LARGE SPECIES TREE WILL BE INSTALLED IN THE FRONT YARD OF ALL LOTS IN OAKMONT HILLS.

##### 3.1.4. PEDESTRIAN ACCESS:

SIDEWALKS WILL BE CONSTRUCTED ALONG FLORENCE STREET, SOUTH 177TH EAST AVENUE, AND ON BOTH SIDES OF THE INTERIOR STREETS WITHIN THE PROJECT IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS.

##### 3.1.5. SIGNS:

NEIGHBORHOOD IDENTIFICATION SIGNAGE WILL BE INSTALLED IN RESERVE AREAS ALONG FLORENCE STREET AND SOUTH 177TH EAST AVENUE. ALL NEIGHBORHOOD SIGNAGE WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. CONCEPTUAL PLANS FOR THIS SIGNAGE HAD NOT BEEN PREPARED AT THE TIME THE PUD WAS SUBMITTED; HOWEVER, SUCH SIGNAGE SHALL COMPLY WITH THE STANDARDS OF THE ZONING ORDINANCE.

##### 3.1.6. STREETS:

###### ARTERIAL STREETS:

RIGHTS-OF-WAY FOR FLORENCE STREET AND SOUTH 177TH EAST AVENUE WILL BE DEDICATED, AS NECESSARY, DURING PLATTING TO COMPLY WITH THE CITY OF BROKEN ARROW MAJOR STREET AND HIGHWAY PLAN. A SMALL STRIP OF LAND IS LOCATED EAST OF THE ULTIMATE 100-FOOT-WIDE RIGHT OF WAY FOR SOUTH 177TH EAST AVENUE AND MAY BE PLATTED FOR USES TO BE DETERMINED DURING CIVIL ENGINEERING DESIGN, PERMITTING, AND PLATTING.

###### PROJECT STREETS:

INTERIOR STREETS AND THE ACCESS POINTS ONTO FLORENCE STREET AND SOUTH 177TH EAST AVENUE WILL MEET THE REQUIREMENTS OF THE ZONING ORDINANCE AND THE SUBDIVISION REGULATIONS. SINCE ADJACENT LAND TO THE NORTH AND WEST HAVE BEEN OR ARE UNDER DEVELOPMENT AS UNPLATTED RESIDENTIAL TRACTS, STUB STREETS ARE UNNECESSARY.

#### SIDEWALKS:

SIDEWALKS WILL BE EXTENDED ALONG FLORENCE STREET AND SOUTH 177TH EAST AVENUE AS WELL AS THE SIDES OF ALL INTERIOR STREETS IN ACCORDANCE WITH BROKEN ARROW SUBDIVISION REGULATIONS.

#### 3.2. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA "A" (LOT 1, BLOCK 5, AND RESERVE A)

DEVELOPMENT AREA "A" WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE (THE "ZONING ORDINANCE") AND THE USE AND DEVELOPMENT REGULATIONS OF THE CG COMMERCIAL GENERAL DISTRICT, EXCEPT AS NOTED HEREIN.

##### 3.2.1. LAND AREA:

GROSS LAND AREA (PUD) 217,800 SQUARE FEET 5.237 ACRES  
NET LAND AREA (PUD): 206,565 SQUARE FEET 4.742 ACRES  
GROSS LAND AREA (PLAT)  
NET LAND AREA (PLAT):

##### 3.2.2. PERMITTED USES:

ALL PRINCIPAL USES AND APPLICABLE ACCESSORY USES PERMITTED AS A MATTER OF RIGHT WITHIN A CG COMMERCIAL GENERAL DISTRICT, PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE INCLUSION WITHIN PUD-000197-2022 OF A PARTICULAR USE THAT IS SUBSEQUENTLY APPROVED PURSUANT TO AN APPLICATION FOR SPECIFIC USE PERMIT OR APPROVED PURSUANT TO AN APPLICATION FOR MAJOR AMENDMENT TO PUD-000197-2022.

##### 3.2.3. MAXIMUM BUILDING COVERAGE:

N/A

##### 3.2.4. MAXIMUM FLOOR AREA RATIO:

0.75

##### 3.2.5. MAXIMUM BUILDING FLOOR AREA:

163,350 SF

##### 3.2.6. MAXIMUM BUILDING HEIGHT:

2.5 STORIES  
NOT TO EXCEED 45 FT

##### 3.2.7. MINIMUM LOT FRONTAGE AND MINIMUM LOT WIDTH: N/A\*

\*NO MINIMUM LOT WIDTH OR STREET FRONTAGE IS REQUIRED, PROVIDED LEGAL ACCESS IS SECURED BY MUTUAL ACCESS OR SIMILAR EASEMENT AND ALL PRIVATE MUTUAL ACCESS DRIVES SHALL MEET ALL CITY OF BROKEN ARROW REQUIREMENTS.  
3.2.8. MINIMUM BUILDING SETBACKS:  
FROM SOUTH 177TH EAST AVENUE: 50 FT\*  
FROM EAST FLORENCE STREET: 50 FT\*  
FROM DEVELOPMENT AREA "B": PER CG ZONING  
FROM INTERNAL BOUNDARIES OF DEVELOPMENT AREA "A": 0 FT\*\*

\*THE MINIMUM BUILDING SETBACKS MAY BE REDUCED TO 25 FT FOR BUILDINGS WITH NO PARKING BETWEEN THE BUILDING AND THE STREET.

\*\*BUILDING CODE REQUIREMENTS SHALL BE MET.

##### 3.2.9. OTHER BULK AND AREA REQUIREMENTS: AS REQUIRED WITHIN CG DISTRICT

##### 3.2.10. MINIMUM LANDSCAPING:

OFFICE BUILDING: 15% OF NET LOT AREA  
COMMERCIAL BUILDING: 10% OF NET LOT AREA  
MIXED USE COMMERCIAL/OFFICE: 10% OF NET LOT AREA

#### 3.3. DEVELOPMENT STANDARDS FOR DEVELOPMENT AREA "B" (BLOCKS 1 : 4, INCLUSIVE, RESERVE AREAS B, C, D, AND E, AND INTERNAL STREETS)

DEVELOPMENT AREA "B" WILL BE DEVELOPED IN ACCORDANCE WITH THE BROKEN ARROW ZONING ORDINANCE (THE "ZONING ORDINANCE") AND THE USE AND DEVELOPMENT REGULATIONS OF THE RS-3 SINGLE FAMILY RESIDENTIAL - 3 DISTRICT, EXCEPT AS NOTED HEREIN.

##### 3.3.1. LAND AREA:

GROSS LAND AREA (PUD): 1,036,634 SQUARE FEET 23.798 ACRES  
NET LAND AREA (PUD): 1,021,723 SQUARE FEET 23.456 ACRES  
GROSS LAND AREA (PLAT)  
NET LAND AREA (PLAT):

##### 3.3.2. PERMITTED USES:

HOUSEHOLD LIVING, DWELLING, SINGLE-FAMILY DETACHED, TOGETHER WITH OPEN SPACE, LANDSCAPING, UTILITIES, TRAILS, STORMWATER DETENTION, PROJECT SIGNAGE, ENTRY FEATURES, AND SIMILAR USES AND USES CUSTOMARY ACCESSORY TO THE PERMITTED USES.

##### 3.3.3. MAXIMUM NUMBER OF LOTS:

87

##### 3.3.4. MINIMUM LOT WIDTH:

60 FT\*

\* LOTS WITH FRONTAGE ON STREET CURVES ARE EXEMPT FROM LOT WIDTH REQUIREMENTS, PROVIDED THE SAME SHALL HAVE AT LEAST 30 FT OF FRONTAGE, MEET THE MINIMUM LOT WIDTH REQUIREMENT AT THE FRONT BUILDING SETBACK LINE AND MEET THE MINIMUM LOT AREA.

##### 3.3.5. MINIMUM LOT AREA:

7,000 SF

##### 3.3.6. MINIMUM LAND AREA PER DWELLING UNIT:

8,500 SF\*\*

\*\* MINIMUM LAND AREA PER DWELLING UNIT IS SATISFIED BY THE PROPORTION OF MAXIMUM NUMBER OF LOTS TO GROSS LAND AREA AS PROVIDED IN SECTION 4.1.E.1.B. OF THE BROKEN ARROW ZONING ORDINANCE. LOTS ARE THEREFORE NOT SUBJECT TO THIS REQUIREMENT ON AN INDIVIDUAL BASIS.

##### 3.2.7. MINIMUM LIVABILITY OPEN SPACE PER DWELLING: \*\*\* 3,000 SF

##### 3.2.8. MAXIMUM LOT COVERAGE: \*\*\*

INTERIOR LOT: 60%  
CORNER LOT: 50%

\*\*\* MAXIMUM AGGREGATE LOT COVERAGE BY BUILDINGS, PARKING, AND DRIVES IS LIMITED TO THE LESSER OF THE SPECIFIED PERCENTAGE OR THAT AMOUNT NECESSARY TO MEET MINIMUM LIVABILITY OPEN SPACE REQUIREMENTS FOR THE LOT. LIVABILITY OPEN SPACE, DEFINED AS OPEN SPACE NOT UTILIZED FOR PARKING OR DRIVES, MAY BE LOCATED ON A LOT OR CONTAINED WITHIN COMMON OPEN SPACE OF THE DEVELOPMENT, AS PER SECTION 4.1.E.1.D. OF THE BROKEN ARROW ZONING ORDINANCE.

##### 3.2.9. MAXIMUM BUILDING HEIGHT:

2 STORIES  
NOT TO EXCEED 35 FT

##### 3.2.10. MINIMUM BUILDING SETBACKS:

FRONT YARD: 25 FT  
ANY YARD WITHIN 35 FT OF ARTERIAL STREET: 35 FT  
REAR YARD NOT ABUTTING A STREET: 20 FT  
SIDE YARD ABUTTING A STREET \*\*\*: 15 FT  
SIDE YARD NOT ABUTTING A STREET: 5 FT

\*\*\*\* WHERE A REAR YARD BACKS TO A SIDE YARD OF AN ADJACENT LOT, THE SIDE YARD SETBACK SHALL BE INCREASED TO THE ADJACENT LOT'S APPLICABLE FRONT SETBACK MINUS FIVE (5) FEET. ANY GARAGE FACING A STREET SHALL BE SET BACK NOT LESS THAN 20 FEET. ACCESS AND SETBACK RESTRICTIONS AS PRESENTLY OUTLINED IN BROKEN ARROW ZONING ORDINANCE TABLE 4.1-2 NOTE 3 SHALL APPLY TO CORNER LOTS.

MINIMUM PARKING: 2 CAR GARAGE  
AND 2 CARS WITHIN  
STANDARD DRIVEWAY

### SECTION IV. PROPERTY OWNERS' ASSOCIATION

#### 4.1. FORMATION

THE OWNERS HAVE FORMED OR SHALL CAUSE TO BE FORMED, IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, AN ASSOCIATION OF ALL OWNERS OF RESIDENTIAL AND NONRESIDENTIAL LOTS WITHIN "OAKMONT HILLS" (THE "PROPERTY OWNERS' ASSOCIATION" OR "ASSOCIATION"), A NOT-FOR-PROFIT CORPORATE ENTITY ESTABLISHED AND FORMED OR TO BE ESTABLISHED AND FORMED FOR THE GENERAL PURPOSES OF MAINTAINING THE RESERVE AREAS, PRIVATE STREETS AND PRIVATE STORM SEWERS, AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT ARE FOR THE COMMON USE AND BENEFIT OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION AND ENHANCING THE VALUE, DESIRABILITY, AND ATTRACTIVENESS OF THE SUBDIVISION AND OF ANY OTHER RESIDENTIAL AND/OR NONRESIDENTIAL SUBDIVISION WHICH MAY SUBSEQUENTLY BE MERGED WITH OR ANNEXED TO THE GEOGRAPHIC JURISDICTION OF THE PROPERTY OWNERS' ASSOCIATION.

#### 4.2. PRIVATE RESTRICTIONS AND COVENANTS

FOR THE BENEFIT OF THE ASSOCIATION AND OF ALL OWNERS WITHIN THE SUBDIVISION, THE OWNERS SHALL ESTABLISH AN ARCHITECTURAL REVIEW COMMITTEE AND VARIOUS PRIVATE RESTRICTIONS AND COVENANTS FOR THE PURPOSE OF PROVIDING ORDERLY DEVELOPMENT OF THE SUBDIVISION AND CONFORMITY AND COMPATIBILITY OF IMPROVEMENTS THEREIN. SAID PRIVATE RESTRICTIONS AND COVENANTS SHALL BE FILED OF RECORD WITH THE TULSA COUNTY CLERK, SHALL BE APPLICABLE TO THE LOTS WITHIN THE SUBDIVISION, AND SHALL BE COVENANTS RUNNING WITH THE LAND AND BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS FURTHER STATED IN SAID FILED DOCUMENT.

#### 4.3. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST IN A LOT IN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, ALL AS GOVERNED BY THE ASSOCIATION'S ARTICLES OF INCORPORATION AND AS DESCRIBED IN THE SUBDIVISION'S SEPARATE COVENANTS, CONDITIONS AND RESTRICTIONS FILED AFTER THIS PLAT. MEMBERSHIP SHALL BE APPURTENANT TO AND SHALL NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT. THE RIGHTS, RESPONSIBILITIES, ASSESSMENTS, AND OTHER MEMBERSHIP PARTICULARS, AND THE MEMBERSHIP ITSELF MAY BE SUBDIVIDED BY SUBSEQUENT DOCUMENT, SUCH AS BETWEEN THE OWNER OF LOT 1, BLOCK 5, AND ALL OTHER LOT OWNERS WITHIN THE SUBDIVISION.

#### 4.4. ASSESSMENT

THE OWNER OF A LOT, BY ACCEPTANCE OF A DEED THEREOF, COVENANTS AND AGREES TO PAY TO THE ASSOCIATION ANNUAL AND SPECIAL ASSESSMENTS FOR THE PURPOSE OF IMPROVEMENT AND MAINTENANCE OF RESERVE AREAS AND ANY OTHER COMMON AREA EASEMENTS, PROPERTY, AND FACILITIES THAT, FROM TIME TO TIME, ARE FOR THE COMMON USE AND BENEFIT OF THE OWNERS OF THE LOTS AS THE SAME MAY BE AGREED TO BY THE MEMBERS OF THE ASSOCIATION, TO BE ESTABLISHED BY THE ASSOCIATION IN ACCORDANCE WITH A DECLARATION TO BE EXECUTED AND RECORDED BY THE OWNER. ALL UNPAID ASSESSMENTS SHALL BE A LIEN UPON THE LOT(S) AGAINST WHICH IT IS MADE.

#### 4.5. ASSOCIATION TO BE BENEFICIARY

WITHOUT LIMITATION OF SUCH OTHER POWERS AND RIGHTS AS THE ASSOCIATION MAY HAVE, THE ASSOCIATION SHALL BE DEEMED A BENEFICIARY OF THE VARIOUS COVENANTS SET FORTH WITHIN THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS TO THE SAME EXTENT AS ALL OTHER BENEFICIARIES THEREOF, INCLUDING EACH LOT OWNER, THE CITY, AND THE SUPPLIER OF ANY UTILITY OR OTHER SERVICE WITHIN THE SUBDIVISION, AND SHALL HAVE THE RIGHT TO ENFORCE THESE COVENANTS AND AGREEMENTS.

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

#### 5.1. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I., II., III., AND V., WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. IF THE UNDERSIGNED OWNER OR ITS SUCCESSORS OR ASSIGNS SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTIONS I., II., III., OR V., IT SHALL BE LAWFUL FOR THE CITY OF BROKEN ARROW OR ANY OWNER OF LAND WITHIN THE SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT SUCH PERSON OR PERSONS FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. THE PROVISIONS OF SECTION IV. PROPERTY OWNERS' ASSOCIATION SHALL BE ENFORCEABLE BY THE OWNER, ITS SUCCESSORS AND ASSIGNS, ANY OWNER OF A LOT WITHIN THE SUBDIVISION, AND THE ASSOCIATION. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED.

#### 5.2. DURATION

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

#### 5.3. AMENDMENT OR TERMINATION

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS, AND UTILITIES, SECTION II. RESERVE AREAS, AND SECTION V. ENFORCEMENT, DURATION, AMENDMENT OR TERMINATION, AND SEVERABILITY MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED WITHIN SECTION III. PLANNED UNIT DEVELOPMENT RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS. NOTWITHSTANDING THE FOREGOING, THE COVENANTS CONTAINED WITHIN SECTION III. SHALL BE DEEMED AMENDED (WITHOUT NECESSITY OF EXECUTION OF AN AMENDING DOCUMENT) UPON APPROVAL OF A MINOR AMENDMENT TO PUD NO. PUD-000197-2022 BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS, AND RECORDING OF A COPY OF THE MINUTES OF THE BROKEN ARROW PLANNING COMMISSION OR ITS SUCCESSORS WITH THE TULSA COUNTY CLERK. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

#### 5.4. SEVERABILITY

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

IN WITNESS WHEREOF, OAKMONT HILLS, LLC ("OHL") HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

# 21173\_20250127\_Oakmont Hills\_Conditional Final Plat\_v1.pdf Markup Summary

## Callout (9)

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

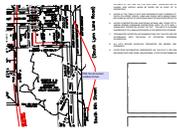
**Subject:** Callout  
**Author:** JHensley

P03: Per previous checklist: Place restricted access on all front yards (side yards) where the B/L is less than 25 ft

P07: Per previous checklist: Place LNA on rear yards along Florence & 9th

**Subject:** Callout  
**Author:** JHensley

P07: Per previous checklist: Place LNA on rear yards along Florence & 9th



**Subject:** Callout  
**Author:** JHensley

P08: No document number shown

Attest: City Clerk  
P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

**Subject:** Callout  
**Author:** JHensley

P09: Per previous checklist: Remove case number. Add project number PR-000016-2022

AVD88  
P02: Per previous checklist: Add R.A. to the ledgend

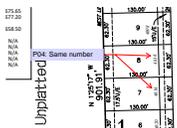
**Subject:** Callout  
**Author:** JHensley

P02: Per previous checklist: Add R.A. to the ledgend



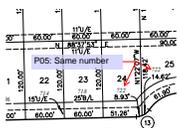
**Subject:** Callout  
**Author:** JHensley

P01: (177th/Lynn Lane Rd)



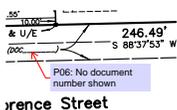
**Subject:** Callout  
**Author:** JHensley

P04: Same number



**Subject:** Callout  
**Author:** JHensley

P05: Same number



**Subject:** Callout  
**Author:** JHensley

P06: No document number shown

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Group (2)

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**Subject:** Group  
**Author:** jdickeson

E01  
Error between the lots and the boundary



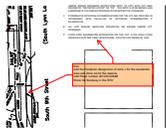
**Subject:** Group  
**Author:** jdickeson

E02  
Revise the easements to match the existing easement boundary add dimensions to identify the build-able area

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Jason Comments (2)

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**Subject:** Jason Comments  
**Author:** jdickeson

E03  
Add the floodplain designation of zone x for the residential area and Zone Ae for the reserve.  
Add Panel number 40143C0394M  
Show the floodway in the R/W



Final Plat  
0197-  
2



**Subject:** Jason Comments  
**Author:** jdickeson

E04  
Use a single line on the PUD label

**24-INCH WATER TRANSMISSION - 9TH STREET, WACO STREET TO FLORENCE STREET & FLORENCE STREET, ELM PLACE TO ASH DRIVE (#9406213)**

Owner: Broken Arrow, City  
 Solicitor: Broken Arrow, City of  
 12/10/2024 01:45 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		R&L Construction LLC		Ira M. Green Construction		Paragon Contractors LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>24-INCH WATER TRANSMISSION - OAKMONT HILLS PROPERTY BASE BID</b>															
	1	BA 301	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$57,500.00	\$57,500.00	\$171,446.19	\$171,446.19
	2	BA 310	RIGHT-OF-WAY CLEARING AND RESTORING	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$42,837.36	\$42,837.36
	3	BA 311	COMMON EXCAVATION (TRENCH)	CY	1832	\$20.00	\$36,640.00	\$10.00	\$18,320.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$32.78	\$60,052.96
	4	BA 312	COMMON BACKFILL AND COMPACTION (TRENCH)	CY	918	\$18.00	\$16,524.00	\$2.00	\$1,836.00	\$5.00	\$4,590.00	\$15.00	\$13,770.00	\$14.14	\$12,980.52
	5	BA 313A	SAND BACKFILL AND COMPACTION (TRENCH)	CY	523	\$45.00	\$23,535.00	\$35.00	\$18,305.00	\$35.00	\$18,305.00	\$38.00	\$19,874.00	\$18.62	\$9,738.26
	6	BA 313B	3/8" LIME CHIPS BACKFILL AND COMPACTION (TRENCH)	CY	392	\$55.00	\$21,560.00	\$35.00	\$13,720.00	\$45.00	\$17,640.00	\$40.00	\$15,680.00	\$16.56	\$6,491.52
	7	BA 314	36" 3/8" THICK BORED STEEL CASING	LF	116	\$1,500.00	\$174,000.00	\$560.00	\$64,960.00	\$1,000.00	\$116,000.00	\$925.00	\$107,300.00	\$1,232.85	\$143,010.60
	8	BA 401	8" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	20	\$220.00	\$4,400.00	\$145.00	\$2,900.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$122.76	\$2,455.20
	9	BA 401	24" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	1566	\$510.00	\$798,660.00	\$190.00	\$297,540.00	\$340.00	\$532,440.00	\$390.00	\$610,740.00	\$267.77	\$419,327.82
	10	BA 410A1	24" 45 DEGREE DUCTILE IRON BEND	EA	18	\$4,000.00	\$72,000.00	\$3,000.00	\$54,000.00	\$2,500.00	\$45,000.00	\$3,000.00	\$54,000.00	\$2,574.79	\$46,346.22
	11	BA 410A2	24" 22.5 DEGREE DUCTILE IRON BEND	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,442.42	\$2,442.42
	12	BA 410A3	24" 11.25 DEGREE DUCTILE IRON BEND	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,341.68	\$2,341.68
	13	BA 410B1	24"X8" DUCTILE IRON TEE	EA	2	\$5,200.00	\$10,400.00	\$5,000.00	\$10,000.00	\$2,500.00	\$5,000.00	\$3,200.00	\$6,400.00	\$2,820.00	\$5,640.00
	14	BA 410B2	24"X6" DUCTILE IRON TEE	EA	1	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	\$2,865.02	\$2,865.02
	15	BA 410D1	24" DUCTILE IRON SLEEVE	EA	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$3,100.00	\$3,100.00	\$2,037.26	\$2,037.26
	16	BA 410E1	8" DUCTILE IRON CAP	EA	1	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$500.00	\$500.00	\$410.00	\$410.00	\$824.61	\$824.61
	17	BA 410F1	24" DUCTILE IRON RESTRAINED JOINT	EA	49	\$1,800.00	\$88,200.00	\$1,200.00	\$58,800.00	\$1,000.00	\$49,000.00	\$1,675.00	\$82,075.00	\$1,483.07	\$72,670.43
	18	BA 411A1	24" CONNECTION	EA	1	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,646.95	\$3,646.95
	19	BA 420A1	6" GATE VALVE	EA	2	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$1,100.00	\$2,200.00	\$1,234.44	\$2,468.88
	20	BA 420A2	8" GATE VALVE	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,810.00	\$1,810.00	\$2,957.74	\$2,957.74
	21	BA 420A3	24" BUTTERFLY VALVE & VAULT	EA	2	\$38,000.00	\$76,000.00	\$20,000.00	\$40,000.00	\$18,000.00	\$36,000.00	\$17,200.00	\$34,400.00	\$27,447.06	\$54,894.12
	22	BA 422A	4" COMB. AIR RELEASE/ VACUUM VALVE ASSEMBLY	EA	1	\$21,000.00	\$21,000.00	\$18,000.00	\$18,000.00	\$17,000.00	\$17,000.00	\$12,150.00	\$12,150.00	\$17,864.28	\$17,864.28
	23	BA 423A	3-WAY FIRE HYDRANT ASSEMBLY	EA	2	\$12,000.00	\$24,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$6,750.00	\$13,500.00	\$5,974.41	\$11,948.82
	24	BA 430A	TYPE 2 VALVE BOX	EA	2	\$250.00	\$500.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$417.84	\$835.68
	25	BA 430C	VALVE BOX EXTENSION	LF	2	\$100.00	\$200.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$367.27	\$734.54
	26	ODOT 880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,378.24	\$10,378.24
	27	ODOT 642(B)	CONSTRUCTION STAKING LEVEL II	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,891.10	\$15,891.10
	28	ODOT 230(A)	BERMUDA GRASS SOLID SLAB SODDING	SY	1211	\$10.00	\$12,110.00	\$6.00	\$7,266.00	\$8.00	\$9,688.00	\$5.00	\$6,055.00	\$5.49	\$6,648.39
	29	ODOT 232(A)	SEEDING METHOD "A" FOR DISTURBED SOIL	SY	1211	\$5.00	\$6,055.00	\$1.00	\$1,211.00	\$8.00	\$9,688.00	\$5.00	\$6,055.00	\$5.49	\$6,648.39
	30	02770	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$15,579.09	\$15,579.09
<b>Base Bid Total:</b>						\$1,471,884.00	\$770,958.00	\$770,958.00	\$770,958.00	\$985,811.00	\$985,811.00	\$1,107,079.00	\$1,107,079.00	\$1,155,782.29	\$1,155,782.29
<b>12" WATER TRANSMISSION - OAKMONT HILLS PROPERTY ALTERNATE 1</b>															
	31	BA 301	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$40,000.00	\$40,000.00	\$46,000.00	\$46,000.00	\$86,844.00	\$86,844.00
	32	BA 310	RIGHT-OF-WAY CLEARING AND RESTORING	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$37,387.98	\$37,387.98
	33	BA 311A	COMMON EXCAVATION (TRENCH)	CY	1832	\$20.00	\$36,640.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$32.78	\$60,052.96
	34	BA 312	COMMON BACKFILL AND COMPACTION (TRENCH)	CY	918	\$18.00	\$16,524.00	\$2.00	\$1,836.00	\$5.00	\$4,590.00	\$15.00	\$13,770.00	\$12.42	\$11,401.56
	35	BA 313A	SAND BACKFILL AND COMPACTION (TRENCH)	CY	523	\$45.00	\$23,535.00	\$34.00	\$17,782.00	\$35.00	\$18,305.00	\$38.00	\$19,874.00	\$66.11	\$34,575.53
	36	BA 313B	3/8" LIME CHIPS BACKFILL AND COMPACTION (TRENCH)	CY	392	\$55.00	\$21,560.00	\$34.00	\$13,328.00	\$45.00	\$17,640.00	\$40.00	\$15,680.00	\$66.94	\$26,240.48
	37	BA 314	24" 3/8" THICK BORED STEEL CASING	LF	116	\$1,200.00	\$139,200.00	\$300.00	\$34,800.00	\$625.00	\$72,500.00	\$600.00	\$69,600.00	\$795.60	\$92,289.60
	38	BA 401	8" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	20	\$220.00	\$4,400.00	\$50.00	\$1,000.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$124.36	\$2,487.20
	39	BA 401	12" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	1566	\$280.00	\$438,480.00	\$75.00	\$117,450.00	\$144.00	\$225,504.00	\$200.00	\$313,200.00	\$88.12	\$137,995.92
	40	BA 410A1	24" 45 DEGREE DUCTILE IRON BEND	EA	18	\$2,400.00	\$43,200.00	\$800.00	\$14,400.00	\$750.00	\$11,250.00	\$950.00	\$17,100.00	\$1,107.56	\$19,936.08
	41	BA 410A2	24" 22.5 DEGREE DUCTILE IRON BEND	EA	1	\$2,400.00	\$2,400.00	\$900.00	\$900.00	\$750.00	\$750.00	\$900.00	\$900.00	\$891.30	\$891.30
	42	BA 410A3	24" 11.25 DEGREE DUCTILE IRON BEND	EA	1	\$2,400.00	\$2,400.00	\$900.00	\$900.00	\$750.00	\$750.00	\$900.00	\$900.00	\$871.25	\$871.25
	43	BA 410B1	24"X6" DUCTILE IRON TEE	EA	2	\$3,000.00	\$6,000.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$1,950.00	\$3,900.00	\$1,047.39	\$2,094.78
	44	BA 410B2	24"X8" DUCTILE IRON TEE	EA	1	\$3,200.00	\$3,200.00	\$900.00	\$900.00	\$750.00	\$750.00	\$2,050.00	\$2,050.00	\$1,260.70	\$1,260.70
	45	BA 410D1	24" DUCTILE IRON SLEEVE	EA	1	\$2,100.00	\$2,100.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$908.66	\$908.66
	46	BA 410E1	8" DUCTILE IRON CAP	EA	1	\$1,800.00	\$1,800.00	\$200.00	\$200.00	\$500.00	\$500.00	\$410.00	\$410.00	\$508.15	\$508.15
	47	BA 410F1	24" DUCTILE IRON RESTRAINED JOINT	EA	49	\$1,200.00	\$58,800.00	\$300.00	\$14,700.00	\$300.00	\$14,700.00	\$675.00	\$33,075.00	\$797.62	\$39,083.38
	48	BA 410G1	24"X12" REDUCER	EA	2	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$2,641.95	\$5,283.90
	49	BA 411A1	24" CONNECTION	EA	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,646.95	\$3,646.95
	50	BA 420A1	6" GATE VALVE	EA	2	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$1,994.20	\$3,988.40
	51	BA 420A2	8" GATE VALVE	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,810.00	\$1,810.00	\$2,914.06	\$2,914.06
	52	BA 420A3	24" BUTTERFLY VALVE & VAULT	EA	2	\$14,000.00	\$28,000.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$2,200.00	\$4,400.00	\$5,276.39	\$10,552.78
	53	BA 422A	4" COMB. AIR RELEASE/ VACUUM VALVE ASSEMBLY	EA	1	\$13,000.00	\$13,000.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,050.00	\$4,050.00	\$5,558.09	\$5,558.09
	54	BA 423A	3-WAY FIRE HYDRANT ASSEMBLY	EA	2	\$12,000.00	\$24,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$3,900.00	\$7,800.00	\$6,190.35	\$12,380.70
	55	BA 430A	TYPE 2 VALVE BOX	EA	3	\$250.00	\$750.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00	\$797.67	\$2,393.01
	56	BA 430C	VALVE BOX EXTENSION	LF	2	\$100.00	\$200.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$747.10	\$1,494.20
	57	ODOT 880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$1,831.45	\$1,831.45
	58	ODOT 642(B)	CONSTRUCTION STAKING LEVEL II	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$12,838.68	\$12,838.68
	59	ODOT 230(A)													

## AGREEMENT

This Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of April, 2025, by and between the City of Broken Arrow, Oklahoma ("City"), and Oakmont Hills, LLC, an Oklahoma limited liability company ("Developer").

## RECITALS

**WHEREAS**, the City of Broken Arrow has awarded a project to construct a 24-inch (24") waterline along the arterial frontage of the Oakmont Hills subdivision, as part of BAMA project number WL23080; and

**WHEREAS**, the Developer is the legal record landowner of a tract of land situated at the northwest corner of Florence Street and 9<sup>th</sup> Street in Broken Arrow, Oklahoma; and

**WHEREAS**, the Developer is normally required to construct a 12-inch (12") waterline along the arterial frontage but would require a payback agreement to cover the additional cost of upgrading to a 24" line; and

**WHEREAS**, concerns regarding the right-of-way along South 9th Street have led to a request from the City for the Developer to cede additional land to the City; and

**WHEREAS**, an equitable resolution has been reached between the City and the Developer as outlined below.

## TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the covenants and mutual obligations herein set forth and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree as follows:

### 1. Developer Responsibilities:

(a) Developer shall cede all right-of-way as requested by and agreed upon by the City, along South 9th Street via separate instrument approved by the City: one hundred thirty (130) feet wide for the first three hundred and fifty (350) feet as measured from the southeast section corner along the east line of the section, then reduced to a one-hundred (100) foot width with a thirty (30) degree taper.

(b) Developer shall locate the detention pond at its own expense so that the berm is west of the new right-of-way boundary, as established by such separate instrument and update the plans and hydrology report accordingly.

(c) If the subdivision is completed before the twenty-four inch (24") waterline, Developer shall install a temporary connection to the existing two-inch (2") waterline along South 9th Street at its own expense to create a looped system within the neighborhood and eliminate an existing dead-end.

(d) Developer shall install conduit under newly constructed roads at its own expense to facilitate future waterline construction without the need for boring on the property.

## 2. City Responsibilities:

(a) City shall construct the twenty-four-inch (24") waterline along West Florence Street and South 9th Street as proposed in BAMA project WL23080 at its own expense. The Developer shall not be responsible for the installation of any waterline along the arterial frontage, except for the temporary connection outlined above.

(b) If the twenty-four inch (24") waterline is completed after the subdivision's construction, the City shall demolish the temporary connection to the two-inch (2") line on South 9th Street and reconnect the neighborhood to the new 24" line at its own expense.

## 3. Compensation:

Upon completion of the Developer's responsibilities outlined above, the Developer shall be compensated by the City for the property, engineering fees, and interest as follows:

- Lots (2): \$144,000.00
- Commercial Land Loss: \$362,700.00
- Additional Engineering: \$15,000.00
- Per Diem Interest: \$119,750.00
- Less 12" waterline applied towards 24" waterline: (\$278,622.00)
- **Total: \$362,828.00**

## 4. General Provisions:

(a) Entire Agreement: This Agreement constitutes the full and complete understanding between the parties regarding the subject matter herein.

(b) Modification: Any modifications must be in writing and signed by both parties.

(c) Governing Law: This Agreement shall be governed by the laws of the State of Oklahoma.

(d) Each party represents and warrants that it has the authority to enter into this Agreement.

(e) Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(f) Further Assurances: Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the consummation of the matters or completion of the undertakings set forth herein, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

(g) No Joint Venture: Nothing in this Agreement shall be construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association of a similar nature,

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**City of Broken Arrow**

By: Michael Spurgeon  
Michael Spurgeon, City Manager

Date: 3/26/25

Attest: Kelly Hawver  
Secretary [Seal]

Date: 3/27/2025

**Oakmont Hills, LLC**

By: Larry Battaglia  
Larry Battaglia, Manager

Date: 3/27/25

Attest: Kelly Hawver

Date: 3/27/2025

Approved as to form:  
Alison Dennis  
Assistant City Attorney





# City of Broken Arrow

## Request for Action

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**File #: 25-446, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion, and possible preview of an Ordinance closing a waterline easement from Independent School District No. 3 of Tulsa County, on property located one-quarter mile south of Albany Street (61<sup>st</sup> Street) and one-quarter mile west of 23<sup>rd</sup> 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)

**Background:**

Property owner, Independent School District No. 3 of Tulsa County, has submitted an application requesting the closure of a 10-foot-wide waterline easement on property located approximately one-quarter mile south of Albany Street (61st Street) and one-quarter mile west of 23rd Street (County Line Road). The property is currently in developed as Broken Arrow High School.

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  
Easement Vacation Exhibit

**Recommendation:**

Preview the Ordinance and set for adoption.

**Ordinance No. XXXX**

**An Ordinance 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**

**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 “Easement Vacation Exhibit”**

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 15<sup>th</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

# EXHIBIT 'A.1'

## WATER LINE EASEMENT PARTIAL VACATION

### LEGAL DESCRIPTION

A part of the Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being a strip of land Ten (10.00) feet wide with the centerline being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter (NE/4) of said Section One (1);

THENCE North 90°00'00" West (West) along the north line of the Northeast Quarter (NE/4) of said section, a distance of 770.00 feet;

THENCE South 00°00'13" West a distance of 511.00 feet;

THENCE North 90°00'00" West (due West) a distance of 21.14 feet to the beginning point as described in Corporate Water Line Easement recorded at Book 4957 Page 1309 at the Office of the Tulsa County Clerk;

THENCE along the centerline of said Book 4957 Page 1309 the following three (3) courses:

- 1) South 00°24'14" West a distance of 858.02 feet;
- 2) North 90°00'00" West (due West) a distance of 420.83 feet;
- 3) North 45°57'51" West a distance of 185.47 feet to the POINT OF BEGINNING;

THENCE continuing along the centerline of said Book 4957 Page 1309 the following Four (4) courses:

- 1) North 45°57'51" West a distance of 66.19 feet;
- 2) South 82°30'00" West a distance of 1.27 feet;
- 3) South 07°30'00" East a distance of 53.29 feet;
- 4) South 82°30'00" West a distance of 20.13 feet to the POINT OF TERMINATION.

Containing 1,385 square feet or 0.032 acres, more or less.

Basis of bearings for this exhibit being the North line Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being North 90°00'00" West (West), per Corporate Water Line Easement recorded at Book 4957 Page 1309 at the Office of the Tulsa County Clerk.

I, Lee Martin, of Wallace Design Collective, PC, certify that the attached legal description closes in accordance with existing records and is a true representation of the utility easement vacation 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.

 3.21.25  
 Lee Martin  
 LS 2004  
 CA 1460  
 Expires 06/30/2025

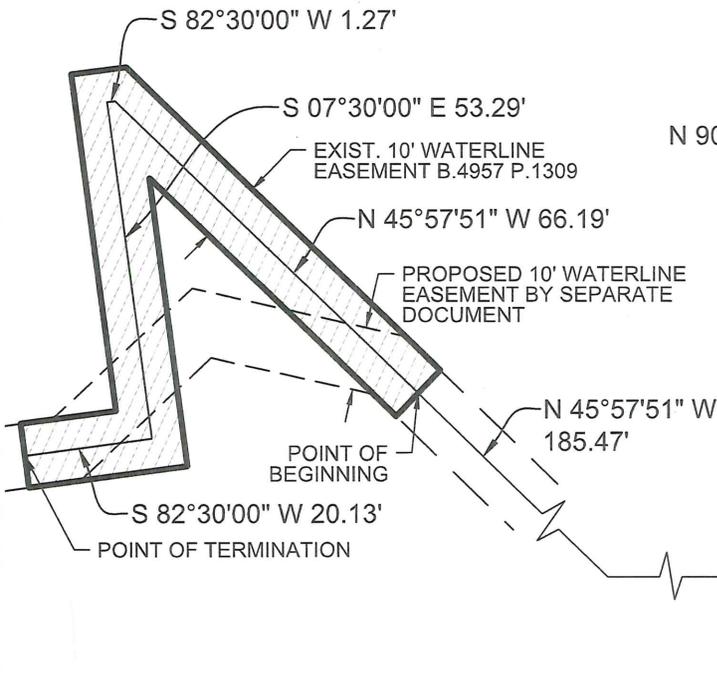
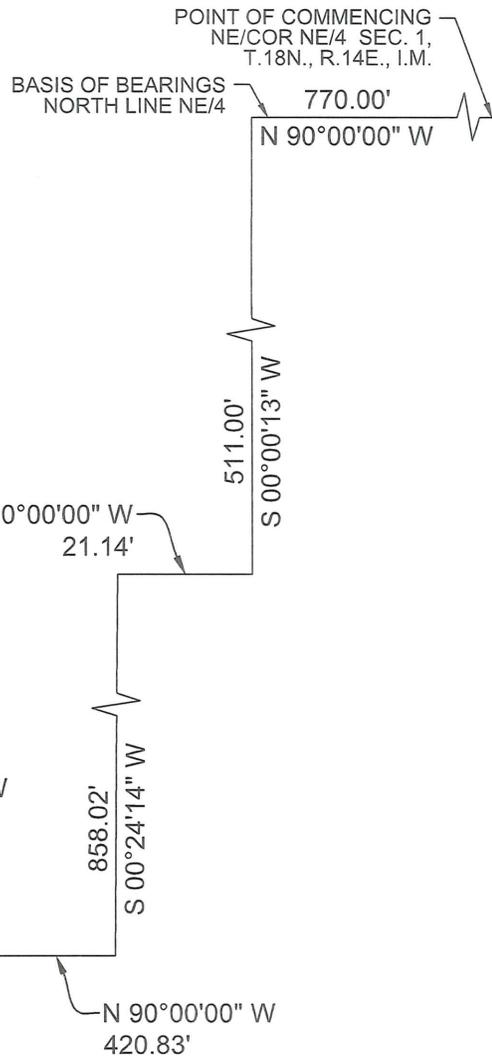
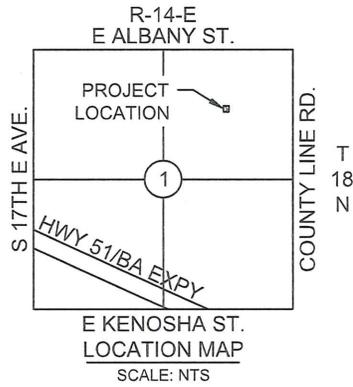
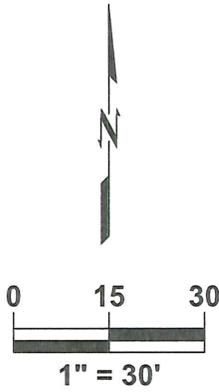


# EXHIBIT 'A.2'

## WATER LINE EASEMENT PARTIAL VACATION

BEING A PART OF THE NE/4 OF SEC. 1, T.18N., R.14E., I.M.  
CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA

ORIG SIZE: 8.5" X 14" PLOT: 3/21/2025 10:19:26 AM \\Civil-Serv\projects\2440252 BAPS High School Fencing & Security\Survey\dwg\2440252 BAPS Waterline Easement Vacation.dwg



**NOTES:**

- Basis of bearings for this exhibit being the North line Northeast Quarter (NE/4) of Section One (1), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, being North 90°00'00" West (West), per Corporate Water Line Easement recorded at Book 4957 Page 1309 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**  
1901 E ALBANY 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

**EASEMENT  
PARTIAL VACATION**

REV.	DESCRIPTION	DATE
PROJECT NO. 2440252		SHEET 2 OF 2



# City of Broken Arrow

## Request for Action

---

**File #: 25-369, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3852 closing a Waterline Easement on property located one-quarter mile south of Tucson Street (121<sup>st</sup> Street) and one-half mile west of Elm Place (161<sup>st</sup> Street), Tulsa County, State of Oklahoma, (Section 03, T17N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002008-2025)

**Background:**

Property owner, Tulsa L Dev., LLC, has submitted an application requesting the closure of an approximately 10-foot wide waterline easement on property located approximately one-quarter mile south of Tucson Street (121<sup>st</sup> Street) and one-half mile west of Elm Place (161<sup>st</sup> Street). The property is currently under development as a single-family residential subdivision.

The Waterline easement was dedicated by Book 4289, Page 1741 in Tulsa County, as part of the Woodmeadow subdivision to the east. The property this easement crosses is under review to be platted as Elm Creek.

Staff has reviewed the documents and recommends acceptance of the waterline easement closure. This ordinance was previewed by the City Council on March 18, 2025.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Ordinance No. 3852  
Exhibit A

**Recommendation:**

Adopt Ordinance No. 3852 and approve the emergency clause.

**Ordinance No. 3852**

**An Ordinance closing a Waterline Easement on property located one-quarter mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st Street), Tulsa County, State of Oklahoma, (Section 03, T17N, R14E), 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 waterline 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 waterline 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 waterline 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 1<sup>st</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

# Exhibit "A.1"

## Elm Creek, Broken Arrow

### Water Line Easement Closure Description

#### Description

A TEN (10) FOOT WIDE EASEMENT THAT IS A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) OF SECTION THREE (3), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE/4; THENCE NORTH 1°32'22" WEST AND ALONG THE WEST LINE OF SAID S/2 NE/4, FOR A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 1°32'22" WEST AND ALONG SAID WEST LINE, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 88°45'34" EAST FOR A DISTANCE OF 886.73 FEET TO A POINT ON THE WEST LINE OF "INDIAN SPRINGS PARK II", AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF (PLAT NO. 3860); THENCE SOUTH 13°38'00" WEST AND ALONG THE WEST LINE OF SAID ADDITION, FOR A DISTANCE OF 10.35 FEET; THENCE SOUTH 88°45'34" WEST FOR A DISTANCE OF 884.02 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINING 8,854 SQUARE FEET OR 0.203 ACRES.

#### Basis of Bearing

AN ASSUMED BEARING OF NORTH 01°32'22" WEST AS THE WEST LINE OF THE SUBJECT PROPERTY PER OKLAHOMA STATE PLANE GRID NORTH WAS USED AS THE BASIS OF BEARINGS.

#### 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



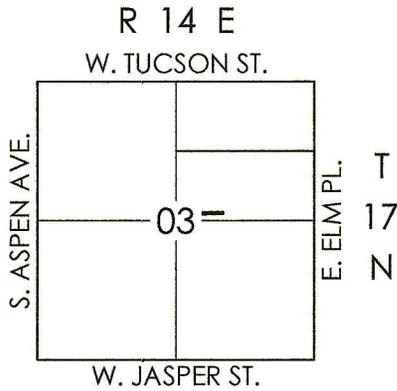
02/05/2025 EENYART 21143EX\_EASEMENT CLOSURE

 **Tanner Consulting LLC**  
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

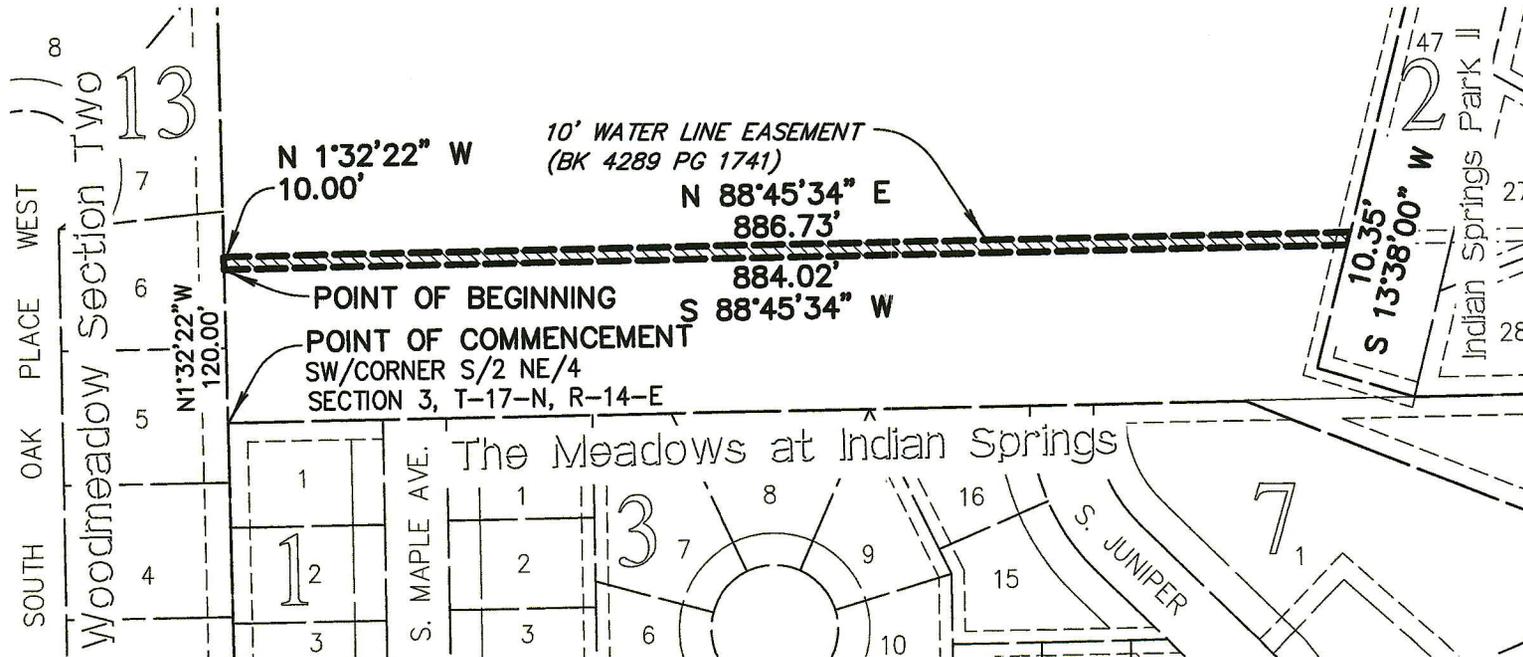
# Exhibit "A.2"

## Elm Creek, Broken Arrow

### Water Line Easement Closure Exhibit



**Location Map**





# City of Broken Arrow

## Request for Action

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**File #: 25-370, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3852

**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. 3852



# City of Broken Arrow

## Request for Action

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**File #: 25-367, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3853 closing an easement from Oakmont Hills, LLC, on property located one-quarter mile north of Florence Street (111<sup>th</sup> East Avenue), east of 9<sup>th</sup> Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001742-2024)

**Background:**

Property owner, Oakmont Hills, LLC, has submitted an application requesting the closure of a 15'-foot wide easement on property located approximately one-quarter mile north of Florence Street (111<sup>th</sup> East Avenue), east of 9<sup>th</sup> Street (Lynn Lane). The property is currently in the process of being platted as Oakmont Hills.

The easement was recorded with Tulsa County in Book 5410 and Page 2307. The applicant has verified that the easement is not currently in use.

Staff has reviewed the documents and recommends acceptance of the easement closure. This closure was previewed by the City Council on March 18, 2025.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Ordinance No. 3853  
Easement Vacation Exhibit

**Recommendation:**

Adopt Ordinance No. 3853 and approve the emergency clause.

# Exhibit "A.1"

## Oakmont Hills

### Easement Closure Description

#### Description

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.28 FEET; THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

#### 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 SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°37'53" WEST.

#### 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.1"

## Oakmont Hills

### Easement Closure Description

#### Description

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE NORTH 01°25'49" WEST AND ALONG THE EAST LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 661.28 FEET; THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°38'13" WEST FOR A DISTANCE OF 153.92 FEET; THENCE NORTH 1°25'49" WEST FOR A DISTANCE OF 290.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 275.50 FEET; THENCE NORTH 88°38'13" EAST FOR A DISTANCE OF 138.92 FEET; THENCE SOUTH 1°25'49" EAST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 6,441 SQUARE FEET OR 0.148 ACRES.

#### Basis of Bearing

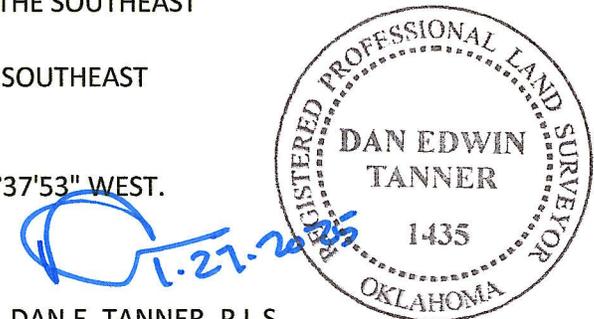
THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°37'53" WEST.

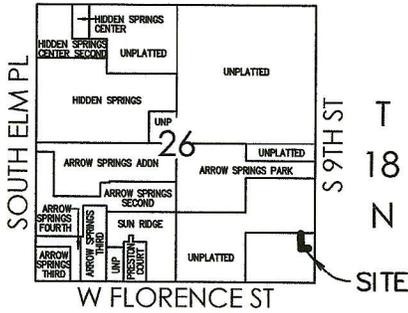
#### Certification

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

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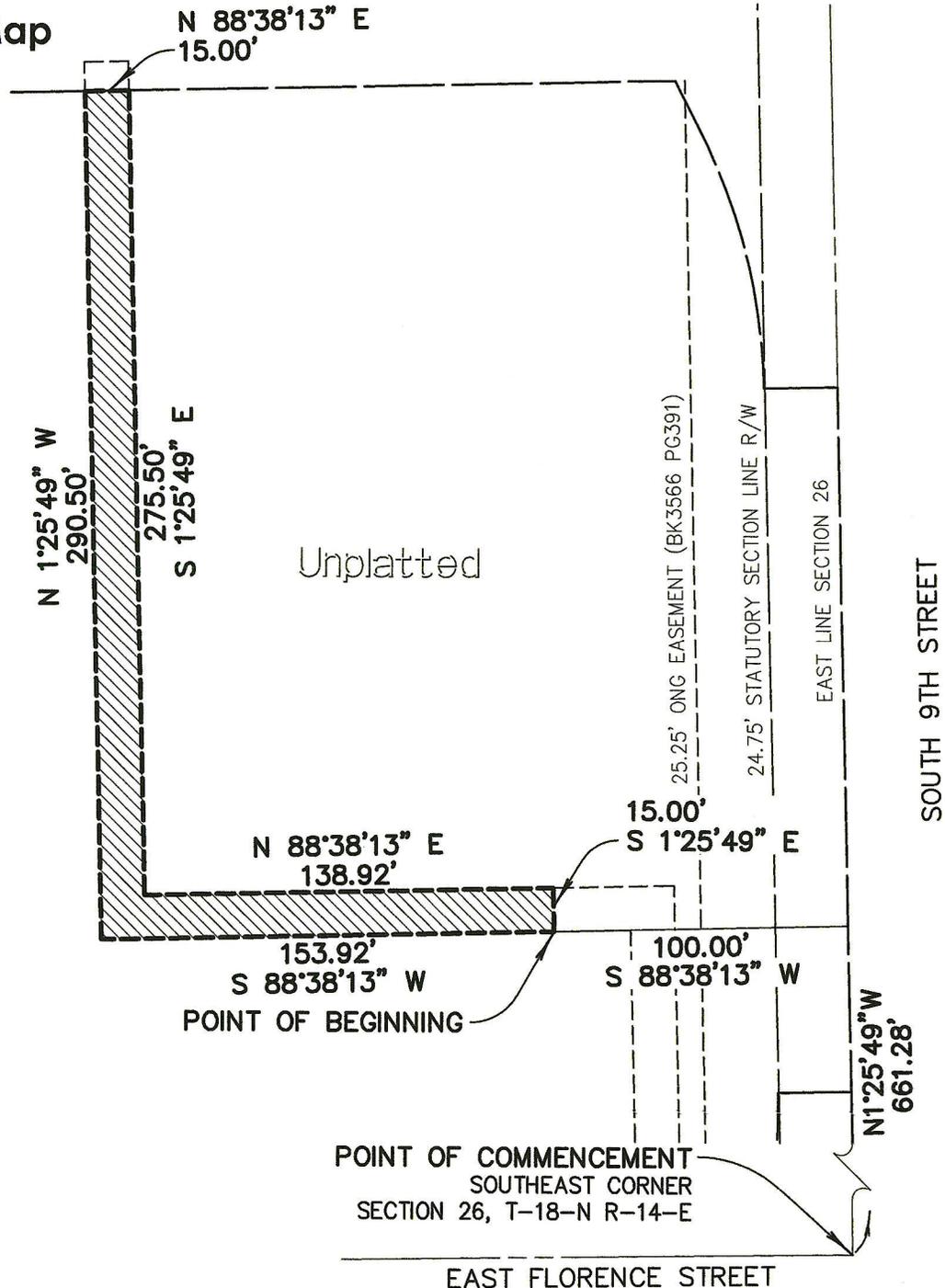
# Exhibit "A.2"

## Oakmont Hills

### Easement Closure Exhibit



Location Map





# City of Broken Arrow

## Request for Action

---

**File #:** 25-440, **Version:** 1

---

**Broken Arrow City Council**  
**Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3853

**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. 3853



# City of Broken Arrow

## Request for Action

---

**File #: 25-368, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3854 closing an easement from Oakmont Hills, LLC, on property located north of Florence Street (111<sup>th</sup> East Avenue), east of 9<sup>th</sup> Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-001743-2024)

**Background:**

Property owner, Oakmont Hills, LLC, has submitted an application requesting the closure of a 15'-foot wide easement on property located approximately north of Florence Street (111<sup>th</sup> East Avenue), east of 9<sup>th</sup> Street (Lynn Lane). The property is currently in the process of being platted as Oakmont Hills.

The easement was recorded with Tulsa County in Book 3884 and Page 133. The applicant has verified that the easement is not currently in use.

Staff has reviewed the documents and recommends acceptance of the easement closure. This ordinance was previewed by the City Council on March 18, 2025.

**Cost:** \$0

**Funding Source:** None

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

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

**Attachments:** Ordinance No. 3854  
Easement Vacation Exhibit

**Recommendation:**

Adopt Ordinance No. 3854 and approve the emergency clause.

**Ordinance No. 3854**

**An Ordinance closing a storm sewer easement from Oakmont Hills, LLC, on property located north of Florence Street (111th East Avenue), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 26, T18N, R14E), 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 “Easement Vacation Exhibit”**

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 1<sup>st</sup> day of April, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

# Exhibit "B.1"

## Oakmont Hills

### Easement Closure Description

#### Description

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 SE/4) OF SECTION TWENTY SIX (26), TOWNSHIP EIGHTEEN (18) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4 SE/4; THENCE SOUTH 88°37'53" WEST AND ALONG THE SOUTH LINE OF THE SE/4 SE/4, FOR A DISTANCE OF 304.26 FEET; THENCE NORTH 01°22'07" WEST FOR A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°37'53" WEST FOR A DISTANCE OF 15.09 FEET; THENCE NORTH 7°43'07" WEST FOR A DISTANCE OF 384.42 FEET; THENCE NORTH 0°16'53" EAST FOR A DISTANCE OF 494.52 FEET; THENCE SOUTH 89°43'07" EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 0°16'53" WEST FOR A DISTANCE OF 493.48 FEET; THENCE SOUTH 7°43'07" EAST FOR A DISTANCE OF 385.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 13,180 SQUARE FEET OR 0.303 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:

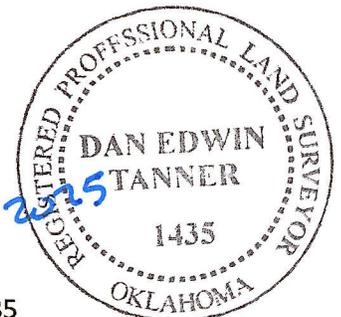
- (1) 3/8" IRON PIN FOUND AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;
- (2) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 26;

THE BEARING BETWEEN SAID MONUMENTS BEING SOUTH 88°37'53" WEST.

#### Certification

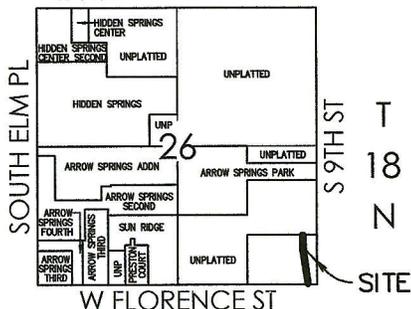
I, DAN E. TANNER, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

DAN E. TANNER, P.L.S.  
OKLAHOMA P.L.S. #1435  
OKLAHOMA CA #2661  
EXPIRATION DATE: 6/30/25



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# Exhibit "B.2"

## Oakmont

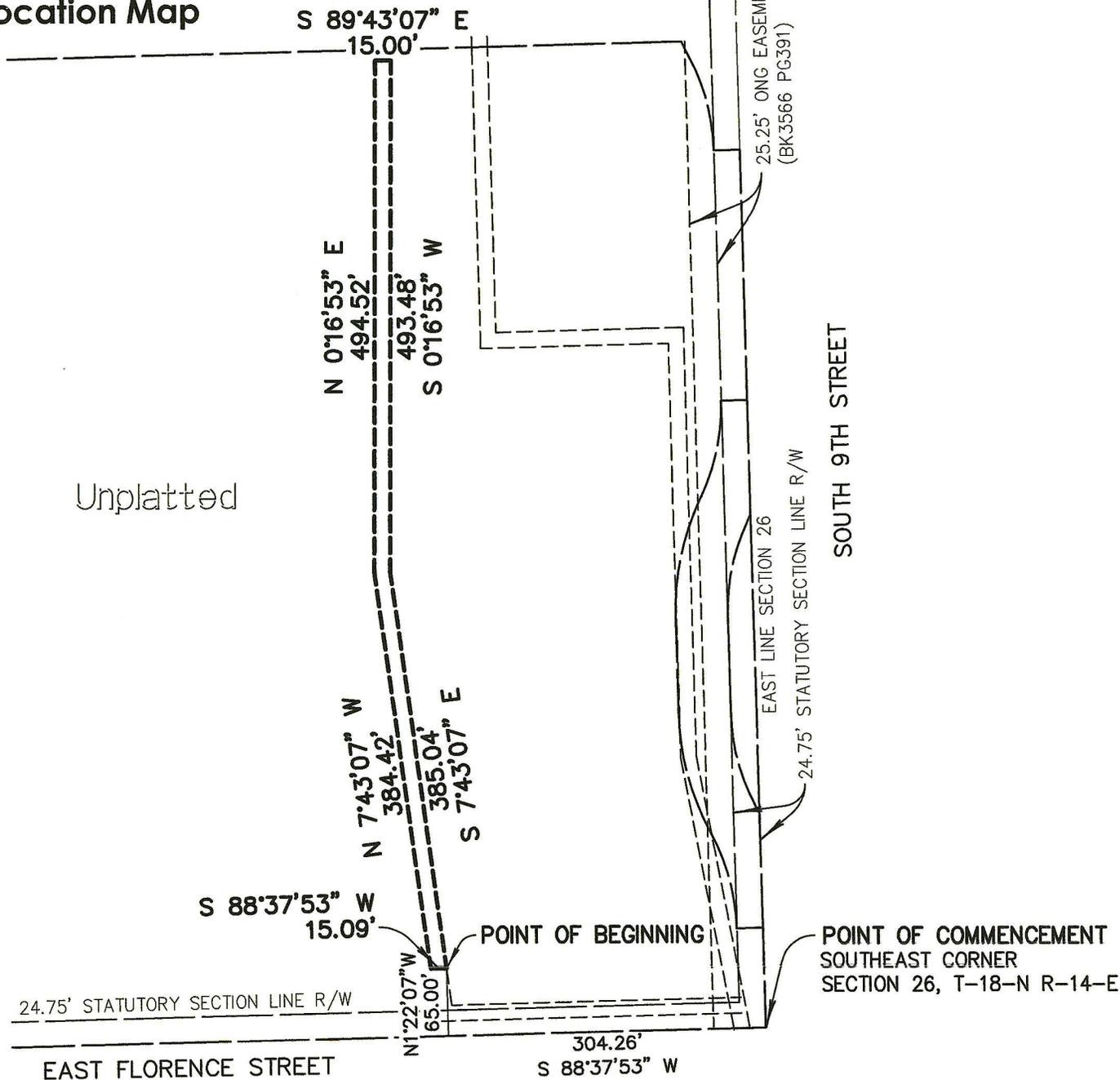
### Easement Closure Exhibit



NORTH  
SCALE: 1" = 150'

Unplatted

### Location Map





# City of Broken Arrow

## Request for Action

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**File #: 25-372, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3854

**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. 3854



# City of Broken Arrow

## Request for Action

---

**File #: 25-434, Version: 1**

---

**Broken Arrow City Council  
Meeting of: 04-1-2025**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3855, an Ordinance amending Chapter 10, Fire Prevention and Protection, Article I, In General, Section 10.3, Manufacture, Sale, Use, Etc., of fireworks, of The Broken Arrow Code of Ordinances; Authorizing the City Manager or his Designee to declare a rainout day for July 3 and or July 4 and designating an alternate date not later than July 15 authorizing the discharge of fireworks; repealing all ordinances to the contrary; and declaring an emergency

**Background:**

The current Ordinance regulates the manufacture, sale, use, etc. of fireworks within the City of Broken Arrow.

This amendment provides that the City Manager or his designee may, at their sole discretion, declare either July 3 or July 4 to be a rainout day. In the event the City Manager or his designee declares either July 3, July 4 or both days a rainout day, the City Manager shall designate only one alternate date no later than July 15 of the same calendar year when persons within the city limits may use or otherwise discharge permissible fireworks only from 3:00 p.m. to 11 p.m.

**Cost:** No Cost

**Funding Source:** No Source

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

**Approved By:** Trevor Dennis, City Attorney

**Attachments:** Ordinance No. 3855

**Recommendation:**

Adopt Ordinance No. 3855 and approve the emergency clause

**ORDINANCE NO. 3855**

**AN ORDINANCE AMENDING CHAPTER 10, FIRE PREVENTION AND PROTECTION ARTICLE I, IN GENERAL, SECTION 10-3, MANUFACTURE, SALE, USE, ETC., OF FIREWORKS, CREATED, OF THE BROKEN ARROW CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO DECLARE A RAINOUT DAY FOR JULY 3 AND OR JULY 4 AND DESIGNATING AN ALTERNATE DATE NO LATER THAN JULY 15 AUTHORIZING THE DISCHARGE OF FIREWORKS FEE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW:**

**SECTION I.** That Chapter 10, Article I, In General, Section 10-3, is hereby amended to read as follows:

Sec. 10-3. - Manufacture, sale, use, etc., of fireworks.

- (a) The discharge of fireworks shall be unlawful within the city unless done in accordance with the provisions of section 10-3(e). Supervised public displays utilizing either IAG or 1.3G fireworks shall be permitted with a permit and be in compliance with the requirements of the Broken Arrow Fire Department and National Fire Protection Association (NFPA 1123.) These requirements include: Bond for display, the permit holder shall furnish a bond for a minimum of \$1,000,000.00 for the payment of all potential damage caused either to the person or property due to the permitted display. The permit holder shall furnish a diagram of the site for the display; the diagram shall show the location of the firing site, spectator seating, and spectator parking area and shall meet the requirements of NFPA 1123 table 5-1.3.1. No spectators or spectator parking shall be located within the minimum secured area determined by table 5-1.3.1. The fireworks company or operator shall furnish an inventory list of the proposed fireworks to be fired at the site. The operator shall conform to all requirements of NFPA 1123. Residents living within one-half mile of the site shall be given written notification of the proposed display and date. Display sites using IAG[1.4G] fireworks during the allotted times allowed for residential fireworks shall not be required to make notification but shall conform to all other requirements. The operator of the display site shall obtain a site inspection prior to the operation of the display. All public displays including displays utilizing IAG[1.4G] fireworks outside the allotted days of permitted use of consumer fireworks shall make public notification and provide public notice in area newspapers and other public media sources. Any company performing fireworks displays utilizing 1.3G fireworks shall have on file with the City of Broken Arrow a copy of their state license. Every public fireworks display shall obtain the commercial fireworks permit.
- (b) The possession or the sale of any fireworks to or by any individual under the age of 12 years shall be unlawful within the city, unless under the immediate and direct supervision of a parent, guardian, or other responsible adult.
- (c) Permissible fireworks shall mean: composition or device for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, and which is defined as common fireworks by the United States Department of Transportation (DOT). Fireworks are further classified in this law as Class 1.3G or Class IAG[1.4G]. The term

"fireworks" shall not include toy cap pistols and caps, blank cartridges, railroad flares and model rockets.

(1) *Class 1.4G fireworks* (DOT common fireworks) shall mean any devices suitable for use by the public that conform with requirements of the United States Consumer Products Safety Commission (CPSC) and are designed primarily to produce visible effects by combustion, and some small devices designed to produce an audible effect.

(2) *Class 1.3G display fireworks* (DOT special fireworks) shall mean all articles of larger fireworks designed primarily to produce visible or audible effects by combustion or explosion. Class 1.3G fireworks include, but are not limited to, firecrackers and salutes containing more than two grains (130 mg) of explosive composition and other exhibition display items that exceed the limits for classification of Class IAG[1.4G] fireworks according to the department of transportation.

(d) The sale or display for sale of fireworks shall be unlawful within the city. The city council may waive that subsection for no more than one year at a time, and for a total of no more than two seasons following annexation, where the following conditions are met:

(1) The land involved in the proposed waiver was annexed pursuant to 11 O.S. § 21-103, 21-105 or 21-114;

(2) A written lease pre-existed the ordinance of annexation under which the landowner was obligated to lease all or a portion of the land for fireworks sales;

(3) There have been no significant accidents reported to the city from previous operations at the stand at that location;

(4) The property has direct access on an arterial street and adequate on-site parking so that the operation of the stand can be conducted without interference with travel on the paved surface of the artery;

(5) Only Class "IAG[1.4G]" fireworks, as defined by the United States Department of Transportation, are sold on the premises;

(6) The "season" for fireworks sales shall be limited to be only from June 15 until July 4 of each year;

(7) The vendor shall post and distribute a notice of Broken Arrow Fireworks Ordinances to each purchaser of fireworks, said notice to be provided by the city;

(8) The vendor at each stand must obtain an annual license from the city inspections department at a cost of \$750.00, providing a copy of the state sales tax permit; and

(9) Owner or vendor shall maintain liability insurance on each location.

(e) Persons within the city limits may use or otherwise discharge permissible fireworks only from 3:00 p.m. to 11:00 p.m. on July 3 and July 4, provided the following conditions are met:

(1) Such fireworks must be discharged on a noncombustible surface of sufficient size to contain the entire ground portion of the display and not closer than 25 feet to any permanent structure. Except: It shall be unlawful to explode or ignite fireworks within 500 feet of any church, hospital, asylum, unharvested flammable agricultural crop, public school or where fireworks are stored, sold, or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle; nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle or at or near any group of people.

(2) The person discharging fireworks is responsible for cleaning up any debris caused by any person discharging fireworks and such debris must be cleaned up and removed the same day the fireworks are discharged. Failure to remove the debris shall be punished by a fine of \$225.00 plus costs.

(3) Private persons may not use or discharge fireworks within any city or county park, property, nor on any highway, turnpike, or any street that has paving in excess of 26 feet wide, such as an arterial street, or collector street.

(4) The City Manager or his designee may, at their sole discretion, declare either July 3 or July 4 to be a rainout day. In the event the City Manager or his designee declares either July 3, July 4 or both days a rainout day, the City Manager shall designate only one alternate date no later than July 15 of the same calendar year when persons within the city limits may use or otherwise discharge permissible fireworks only from 3:00 p.m. to 11 p.m.

(f) Any sale or use of fireworks in violation of this section shall be punished by a fine of \$225.00 plus costs. Any use of fireworks between the hours of 11:00 p.m. and 7:00 a.m. shall be punished upon conviction by a fine that is double the fine normally imposed for a violation of this section. Possession of any fireworks other than allowed by this ordinance shall be punished by a fine of \$500.00 plus costs.

(g) In the event that the Governor of the State of Oklahoma calls a red flag fire alert or burn ban for the area encompassing the City of Broken Arrow and/or the City of Broken Arrow Fire Department determines that the City of Broken Arrow is in fire danger due to the weather conditions, the mayor of the city may declare an emergency and cause the use of fireworks to be terminated and declare them to be illegal during the emergency period. Any fireworks used during this emergency is a violation of the ordinance and shall be punished by a fine of \$500.00 plus costs.

**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 1st day of April, 2025.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



# City of Broken Arrow

## Request for Action

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**File #: 25-441, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-01-2025**

**Title:**

Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3855

**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:** Trevor Dennis, City Attorney

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

**Attachments:** N/A

**Recommendation:**

Approve the emergency clause for Ordinance No. 3855

**24-INCH WATER TRANSMISSION - 9TH STREET, WACO STREET TO FLORENCE STREET & FLORENCE STREET, ELM PLACE TO ASH DRIVE (#9406213)**

Owner: Broken Arrow, City  
 Solicitor: Broken Arrow, City of  
 12/10/2024 01:45 PM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		R&L Construction LLC		Ira M. Green Construction		Paragon Contractors LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>24-INCH WATER TRANSMISSION - OAKMONT HILLS PROPERTY BASE BID</b>															
	1	BA 301	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$57,500.00	\$57,500.00	\$171,446.19	\$171,446.19
	2	BA 310	RIGHT-OF-WAY CLEARING AND RESTORING	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$42,837.36	\$42,837.36
	3	BA 311	COMMON EXCAVATION (TRENCH)	CY	1832	\$20.00	\$36,640.00	\$10.00	\$18,320.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$32.78	\$60,052.96
	4	BA 312	COMMON BACKFILL AND COMPACTION (TRENCH)	CY	918	\$18.00	\$16,524.00	\$2.00	\$1,836.00	\$5.00	\$4,590.00	\$15.00	\$13,770.00	\$14.14	\$12,980.52
	5	BA 313A	SAND BACKFILL AND COMPACTION (TRENCH)	CY	523	\$45.00	\$23,535.00	\$35.00	\$18,305.00	\$35.00	\$18,305.00	\$38.00	\$19,874.00	\$18.62	\$9,738.26
	6	BA 313B	3/8" LIME CHIPS BACKFILL AND COMPACTION (TRENCH)	CY	392	\$55.00	\$21,560.00	\$35.00	\$13,720.00	\$45.00	\$17,640.00	\$40.00	\$15,680.00	\$16.56	\$6,491.52
	7	BA 314	36" 3/8" THICK BORED STEEL CASING	LF	116	\$1,500.00	\$174,000.00	\$560.00	\$64,960.00	\$1,000.00	\$116,000.00	\$925.00	\$107,300.00	\$1,232.85	\$143,010.60
	8	BA 401	8" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	20	\$220.00	\$4,400.00	\$145.00	\$2,900.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$122.76	\$2,455.20
	9	BA 401	24" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	1566	\$510.00	\$798,660.00	\$190.00	\$297,540.00	\$340.00	\$532,440.00	\$390.00	\$610,740.00	\$267.77	\$419,327.82
	10	BA 410A1	24" 45 DEGREE DUCTILE IRON BEND	EA	18	\$4,000.00	\$72,000.00	\$3,000.00	\$54,000.00	\$2,500.00	\$45,000.00	\$3,000.00	\$54,000.00	\$2,574.79	\$46,346.22
	11	BA 410A2	24" 22.5 DEGREE DUCTILE IRON BEND	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,442.42	\$2,442.42
	12	BA 410A3	24" 11.25 DEGREE DUCTILE IRON BEND	EA	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,341.68	\$2,341.68
	13	BA 410B1	24"X8" DUCTILE IRON TEE	EA	2	\$5,200.00	\$10,400.00	\$5,000.00	\$10,000.00	\$2,500.00	\$5,000.00	\$3,200.00	\$6,400.00	\$2,820.00	\$5,640.00
	14	BA 410B2	24"X8" DUCTILE IRON TEE	EA	1	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$3,100.00	\$3,100.00	\$2,865.02	\$2,865.02
	15	BA 410D1	24" DUCTILE IRON SLEEVE	EA	1	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$3,100.00	\$3,100.00	\$2,037.26	\$2,037.26
	16	BA 410E1	8" DUCTILE IRON CAP	EA	1	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$500.00	\$500.00	\$410.00	\$410.00	\$824.61	\$824.61
	17	BA 410F1	24" DUCTILE IRON RESTRAINED JOINT	EA	49	\$1,800.00	\$88,200.00	\$1,200.00	\$58,800.00	\$1,000.00	\$49,000.00	\$1,675.00	\$82,075.00	\$1,483.07	\$72,670.43
	18	BA 411A1	24" CONNECTION	EA	1	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,646.95	\$3,646.95
	19	BA 420A1	6" GATE VALVE	EA	2	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$2,500.00	\$5,000.00	\$1,100.00	\$2,200.00	\$1,234.44	\$2,468.88
	20	BA 420A2	8" GATE VALVE	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,810.00	\$1,810.00	\$2,957.74	\$2,957.74
	21	BA 420A3	24" BUTTERFLY VALVE & VAULT	EA	2	\$38,000.00	\$76,000.00	\$20,000.00	\$40,000.00	\$18,000.00	\$36,000.00	\$17,200.00	\$34,400.00	\$27,447.06	\$54,894.12
	22	BA 422A	4" COMB. AIR RELEASE/ VACUUM VALVE ASSEMBLY	EA	1	\$21,000.00	\$21,000.00	\$18,000.00	\$18,000.00	\$17,000.00	\$17,000.00	\$12,150.00	\$12,150.00	\$17,864.28	\$17,864.28
	23	BA 423A	3-WAY FIRE HYDRANT ASSEMBLY	EA	2	\$12,000.00	\$24,000.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$6,750.00	\$13,500.00	\$5,974.41	\$11,948.82
	24	BA 430A	TYPE 2 VALVE BOX	EA	2	\$250.00	\$500.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$417.84	\$835.68
	25	BA 430C	VALVE BOX EXTENSION	LF	2	\$100.00	\$200.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$367.27	\$734.54
	26	ODOT 880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,378.24	\$10,378.24
	27	ODOT 642(B)	CONSTRUCTION STAKING LEVEL II	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,891.10	\$15,891.10
	28	ODOT 230(A)	BERMUDA GRASS SOLID SLAB SODDING	SY	1211	\$10.00	\$12,110.00	\$6.00	\$7,266.00	\$8.00	\$9,688.00	\$5.00	\$6,055.00	\$5.49	\$6,648.39
	29	ODOT 232(A)	SEEDING METHOD "A" FOR DISTURBED SOIL	SY	1211	\$5.00	\$6,055.00	\$1.00	\$1,211.00	\$8.00	\$9,688.00	\$5.00	\$6,055.00	\$5.49	\$6,648.39
	30	02770	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$15,579.09	\$15,579.09
			<b>Base Bid Total:</b>				\$1,471,884.00		\$770,958.00		\$985,811.00		\$1,107,079.00		\$1,155,782.29
<b>12" WATER TRANSMISSION - OAKMONT HILLS PROPERTY ALTERNATE 1</b>															
	31	BA 301	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$40,000.00	\$40,000.00	\$46,000.00	\$46,000.00	\$86,844.00	\$86,844.00
	32	BA 310	RIGHT-OF-WAY CLEARING AND RESTORING	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$37,387.98	\$37,387.98
	33	BA 311A	COMMON EXCAVATION (TRENCH)	CY	1832	\$20.00	\$36,640.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$5.00	\$9,160.00	\$32.78	\$60,052.96
	34	BA 312	COMMON BACKFILL AND COMPACTION (TRENCH)	CY	918	\$18.00	\$16,524.00	\$2.00	\$1,836.00	\$5.00	\$4,590.00	\$15.00	\$13,770.00	\$12.42	\$11,401.56
	35	BA 313A	SAND BACKFILL AND COMPACTION (TRENCH)	CY	523	\$45.00	\$23,535.00	\$34.00	\$17,782.00	\$35.00	\$18,305.00	\$38.00	\$19,874.00	\$66.11	\$34,575.53
	36	BA 313B	3/8" LIME CHIPS BACKFILL AND COMPACTION (TRENCH)	CY	392	\$55.00	\$21,560.00	\$34.00	\$13,328.00	\$45.00	\$17,640.00	\$40.00	\$15,680.00	\$66.94	\$26,240.48
	37	BA 314	24" 3/8" THICK BORED STEEL CASING	LF	116	\$1,200.00	\$139,200.00	\$300.00	\$34,800.00	\$625.00	\$72,500.00	\$600.00	\$69,600.00	\$795.60	\$92,289.60
	38	BA 401	8" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	20	\$220.00	\$4,400.00	\$50.00	\$1,000.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$124.36	\$2,487.20
	39	BA 401	12" AWWA C900 DR-14 PVC PIPE INSTALLATION (WATER)	LF	1566	\$280.00	\$438,480.00	\$75.00	\$117,450.00	\$144.00	\$225,504.00	\$200.00	\$313,200.00	\$88.12	\$137,995.92
	40	BA 410A1	24" 45 DEGREE DUCTILE IRON BEND	EA	18	\$2,400.00	\$43,200.00	\$800.00	\$14,400.00	\$750.00	\$13,500.00	\$950.00	\$17,100.00	\$1,107.56	\$19,936.08
	41	BA 410A2	24" 22.5 DEGREE DUCTILE IRON BEND	EA	1	\$2,400.00	\$2,400.00	\$900.00	\$900.00	\$750.00	\$750.00	\$900.00	\$900.00	\$891.30	\$891.30
	42	BA 410A3	24" 11.25 DEGREE DUCTILE IRON BEND	EA	1	\$2,400.00	\$2,400.00	\$900.00	\$900.00	\$750.00	\$750.00	\$900.00	\$900.00	\$871.25	\$871.25
	43	BA 410B1	24"X6" DUCTILE IRON TEE	EA	2	\$3,000.00	\$6,000.00	\$900.00	\$1,800.00	\$750.00	\$1,500.00	\$1,950.00	\$3,900.00	\$1,047.39	\$2,094.78
	44	BA 410B2	24"X6" DUCTILE IRON TEE	EA	1	\$3,200.00	\$3,200.00	\$900.00	\$900.00	\$750.00	\$750.00	\$2,050.00	\$2,050.00	\$1,260.70	\$1,260.70
	45	BA 410D1	12" DUCTILE IRON SLEEVE	EA	1	\$2,100.00	\$2,100.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$908.66	\$908.66
	46	BA 410E1	8" DUCTILE IRON CAP	EA	1	\$1,800.00	\$1,800.00	\$200.00	\$200.00	\$500.00	\$500.00	\$410.00	\$410.00	\$508.15	\$508.15
	47	BA 410F1	24" DUCTILE IRON RESTRAINED JOINT	EA	49	\$1,200.00	\$58,800.00	\$300.00	\$14,700.00	\$300.00	\$14,700.00	\$675.00	\$33,075.00	\$797.62	\$39,083.38
	48	BA 410G1	24"X12" REDUCER	EA	2	\$2,400.00	\$4,800.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00	\$2,641.95	\$5,283.90
	49	BA 411A1	24" CONNECTION	EA	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$3,646.95	\$3,646.95
	50	BA 420A1	6" GATE VALVE	EA	2	\$6,000.00	\$12,000.00	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$1,994.20	\$3,988.40
	51	BA 420A2	8" GATE VALVE	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,810.00	\$1,810.00	\$2,914.06	\$2,914.06
	52	BA 420A3	24" BUTTERFLY VALVE & VAULT	EA	2	\$14,000.00	\$28,000.00	\$4,500.00	\$9,000.00	\$6,000.00	\$12,000.00	\$2,200.00	\$4,400.00	\$5,276.39	\$10,552.78
	53	BA 422A	2" COMB. AIR RELEASE/ VACUUM VALVE ASSEMBLY	EA	1	\$13,000.00	\$13,000.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,050.00	\$4,050.00	\$5,558.09	\$5,558.09
	54	BA 423A	3-WAY FIRE HYDRANT ASSEMBLY	EA	2	\$12,000.00	\$24,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$3,900.00	\$7,800.00	\$6,190.35	\$12,380.70
	55	BA 430A	TYPE 2 VALVE BOX	EA	3	\$250.00	\$750.00	\$200.00	\$600.00	\$200.00	\$600.00	\$200.00	\$600.00	\$797.67	\$2,393.01
	56	BA 430C	VALVE BOX EXTENSION	LF	2	\$100.00	\$200.00	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$747.10	\$1,494.20
	57	ODOT 880(J)	CONSTRUCTION TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$1,831.45	\$1,831.45
	58	ODOT 642(B)	CONSTRUCTION STAKING LEVEL II	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$12,838.68	\$12,838.68
	59	ODOT 230(A)	BERMUDA GRASS SOLID SLAB SODDING	SY	1211	\$10.0									

**Contract Change Order # 1**

---

Project Name: Concrete Panel Replacement Street Repair - Brentwood Project Number: ST23300

Project Location: W Washington Street / S Aspen Avenue Date of Application: Tuesday, April 1, 2025

Contractor: Ellis Concrete Construction LLC Submitted By: Tyler Ellis

---

**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) Produce and distribute two different informational flyers: one pre-construction and one individualized for each area.
- 2) Communication with residents and/or property owners throughout project via any means necessary.
- 3) Additional Work at the request of City of Broken Arrow leadership.

**Change in Contractual Project Time:**

- 1) Ten (10) days for all communications (verbal, email, written, printed, etc.) with residents or homeowners.
- 2) Seventy-seven (77) days for the additional quantities at the request of the City of Broken Arrow.

Plan Sheets or Additional Documents Attached:  Yes  No  Other: Quantity Estimate

**Work Order Quantities**

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
		Citizen Communications	LS	\$ 3,998.00	1	\$ 3,998.00
		Additional Work (See Quantity Estimate)		\$ 696,002.00	1	\$ 696,002.00
						\$ -
					<b>Total Change Cost:</b>	<b>\$ 700,000.00</b>

**Summary of Project Costs**

Total Previous Change Orders:	\$ -	Original Contract Amount:	\$ 1,249,907.50
Current Change Order:	\$ 700,000.00	Amended Contract Amount:	\$ 1,949,907.50
Total Cost of Change Orders:	\$ 700,000.00	Percent Change in Contract:	56.00%
Total Cost Applicable to CBA:	\$ 3,998.00	Percent Change Applicable to CBA:	0.32%

**Change Order Authorization**

Change Order # 1 in the sum of: \$ 700,000.00 has been reviewed by all parties and is recommended for approval by:

Contractor Submitting Change Order:	<u>Tyler Ellis</u>		
	Name	Signature	Date
Construction Division Manager:	<u>Nathanael T. Kohl, PE</u>		<u>3/21/2025</u>
	Name	Signature	Date
Director of Engineering & Construction:	<u>Charlie Bright, PE</u>		<u>3/25/2025</u>
	Name	Signature	Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u>		<u>3/25/2025</u>
	Name	Signature	Date
City Manager:	<u>Michael Spurgeon</u>		
	Name	Signature	Date

**This Change is Executed Through:**

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

**BID 25.140**

**PUBLIC WORKS FIELD OFFICE FURNITURE**

BID OPENING DATE: 3/11/2025

<b>Vendor:</b>	L&M Office Furniture	Business Enviornments
<b>Price for Furniture:</b>	\$192,196.12	\$184,566.62
<b>Delivery and Installation:</b>	\$11,252.00	\$40,604.70
<b>Total Price:</b>	<b><u>\$203,448.12</u></b>	\$225,171.32
<b>Comments/Notes:</b>	2.5% surcharge may be added at time of order due to tariffs- Lead times may vary as well. Install will take 7-10 business days.	Delivery is 6 weeks from award confirmation

Notes: BID 25.140 was sent to six (6) vendors, with two (2) responses. This BID was published in the Tulsa World as well as the City Website.

The BID tabulation is true and accurate to the best of my knowledge.

Shannon Marshall

Shannon Marshall

Special Projects Division Manager

3/26/2025

Date

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. SW25070**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Freese and Nichols, Inc.
- 1.2 Telephone No.: 539.444.8677
- 1.3 Address: 5100 E. Skelly Dr., Suite 602  
Tulsa, OK 74135

**2.0 Project Name/Location:** Aspen Pond on Aspen Ave. near 4200 S. Aspen Ave. 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 bidding purposes for improvements to the existing retaining wall near 4200 S. Aspen Ave. where seepage has been observed within the side from the adjacent pond, 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:
  - Design Fees \$ 62,375.00
  - Bidding & Construction \$ 12,184.00
  - TOTAL AGREEMENT AMOUNT** \$ 74,560.00
- 4.2 Agreement Time: 236 calendar days

**5.0 Agreement Approved by the Owner on:** \_\_\_\_\_ 2025

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Freese and Nichols, Inc., (CONSULTANT);

**WITNESSETH:**

WHEREAS, OWNER intends to create the Aspen Pond Retaining Wall Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

**ARTICLE 1 - EFFECTIVE DATE**

This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**

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

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

CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. 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: Charlie Bright, P.E.  
 Director of Engineering and Construction

CONSULTANT: Freese and Nichols, Inc.  
 5100 E. Skelly Dr., Suite 602  
 Tulsa, OK 74135  
 539.444.8677  
 Contact Name: Austin Dugger, P.E.  
 Project Manager

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:**

Freese and Nichols, Inc.

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

Scott Hubley, P.E., Principal & Vice President

Date: 3/18/25

(CORPORATE SEAL, IF APPLICABLE)

Attest:

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

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

Attest:

Jeremy Rice

\_\_\_\_\_  
Jeremy Rice, Project Manager

Date: 3/18/25

Approved as to form:

D. Graham Parker

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

**VERIFICATION**

State of Oklahoma )  
County of Oklahoma ) §

Before me, a Notary Public, on this 18 day of March, 2025, personally appeared Scott Hubley, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: \_\_\_\_\_) of Freese and Nichols, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3-21-2026

[Signature]  
\_\_\_\_\_  
Notary Public



**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**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 prepare construction documents for bidding purposes for improvements to the existing retaining wall owned by the City near 4200 S. Aspen Ave. where seepage has been observed within the side from the adjacent pond. These documents shall include, but not be limited to, the following: survey and providing the basis for bid documents quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.
- 1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.
- 1.3 Furthermore, the CONSULTANT understands that the OWNER has (\$TBD) budgeted for this PROJECT that includes all professional consultant fees and project construction monies.

**2.0 PROJECT SCOPE**

- 2.1 CONSULTANT shall perform civil design of approximately 200 linear feet (LF) of internal wall drainage design to stop seepage along the existing retaining wall. It is understand an existing sheetpile wall is located between the existing modular block wall and pond. As-built documents of the wall are unable to be located by the OWNER. Design is limited to internal drainage to protect the existing retaining wall at the headwall to the south of the site. The design will include topographic survey, internal drainage design, and outfall headwall protection.
- 2.2 OWNER shall provide existing roadway and development plans within the project area and any other pertinent information regarding the Aspen Pond retaining wall.

- 2.3 CONSULTANT shall provide consulting services as follows:  
Review available data (as-builts, models, reports, GIS data, etc.)  
Survey Services  
Project Coordination  
Internal Drainage Design  
Limited Bidding and Construction Support

### 3.0 SCOPE OF SERVICES

- 3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:
- 3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
  - 3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
  - 3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
  - 3.1.4 Meet with the Owner (total 4 meetings) to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.
  - 3.1.5 Routine project controls includes administration of contract, prepare invoices and progress reports, maintain project schedule, on-going management and coordination of FNI task leads and subconsultants, and coordinate with grant administrator, if applicable.
  - 3.1.6 Quality Assurance/Quality Control (QA/QC) – Implement quality review program and perform QA/QC activities for internal and subconsultant deliverables. FNI shall engage senior staff to perform detailed QA/QC reviews of the design and supporting documents, including all models and reports.
- 3.2 LAND SURVEY: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.2.1 Check horizontal control and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER's Engineering Design Criteria.
  - 3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
  - 3.2.3 Perform Level B SUE.
  - 3.2.4 Submit one (1) drawing on electronic media (AutoCAD 2024 version preferred) and one (1) PDF file of the final survey review. This document provided to the City will be regarded as the Design Survey.
  - 3.2.5 City to provide Right of Entry to the site.
- 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 Consultant to review site information and coordinate with the OWNER to obtain the most current and appropriate data for the site as needed. CONSULTANT to review available existing data provided including:
    - Obtain and review pertinent data that may impact the project including, but not limited to, existing water, wastewater, storm drainage, and paving as-builts, existing CCTV data, GIS data, existing and future land use/zoning data, historical photos, and aerial imagery.
    - Any available storm drain and utility flow data and models.
  - 3.3.2 CONSULTANT will conduct one (1) site visit to visually assess site conditions. Permission to access the site will be provided by the City. Detailed geotechnical design is not included in this scope.
  - 3.3.3 Development of Preliminary Design Drawings shall include the following:
    - Cover Sheet
    - General Notes
    - Overall Project Layout
    - Internal Drainage Plan and Profile
    - Design Details
    - General Details
  - 3.3.4 CONSULTANT will prepare a preliminary opinion of probably construction cost and outline of project specifications.
  - 3.3.5 Draft plan sheet will be formatted for 22" x 34" sheets. Plan set will be set up using Consultant CAD Standards and City of Broken Arrow title block. CAD files will not be submitted as part of the 60% Design.
  - 3.4.3 This scope includes addressing one (1) round of comments to the 60% Design Documents and such comments, if any, will be incorporated into the 90% Design Documents. The Consultant will attend one (1) meeting with the Owner to review the 60% Design Documents. Consultant will provide written responses to comments provided by the Owner.
- 3.4 FINAL DESIGN PHASE (90%): 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 Development of Final Design Drawings shall include the following:
    - Cover Sheet
    - General Notes
    - Overall Project Layout
    - Erosion Control
    - Design Details
    - General Details
  - 3.4.2 Consultant will final a preliminary opinion of probable construction cost and project specifications.
  - 3.4.3 This scope includes addressing one (1) round of comments to the 90% Design Documents and such comments, if any, will be incorporated into the 100% Construction Documents. The Consultant will attend one (1) meeting with the Owner to review the 90% Design Documents. Consultant will provide written responses to comments provided by the Owner.

3.5 BID DOCUMENTS (100%).

3.5.1 Consultant will incorporate comments from final design to develop the 100% Construction Documents, include a final construction plan set, technical specifications and an opinion of probably cost. Stamped construction plans and specifications shall be submitted to the Owner per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in the State of Oklahoma.

3.6 BID ASSISTANCE PHASE:

The CONSULTANT will provide bidding phase services, as requested by the OWNER. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task in the proposal. The CONSULTANT will work on tasks requested by the OWNER and will notify the OWNER when the allotted budget is nearing completion.

3.6.1 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify contract documents.

3.6.2 Assist in preparing addenda and addenda plan sheets as required.

3.7 CONSTRUCTION ASSISTANCE PHASE:

The CONSULTANT will provide construction assistance phase services, as requested by the OWNER. The following tasks will be completed on an as-requested/as-needed basis with total effort not to exceed the proposed fee for this task in the proposal. The CONSULTANT will work on tasks requested by the OWNER and will notify the OWNER when the allotted budget is nearing completion.

- Attend Pre-Construction Meeting
- Perform site observations during construction
- Review Construction submittals
- RFI's provided by the Contractor
- Other items related to construction during project duration
- Upon completion of construction provide the OWNER with As-Built drawings for the site in .pdf, .TIF, and AutoCAD format.

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**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**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 LAND SURVEY:** The CONSULTANT shall submit in-full, topographic survey with proposed plans in accordance with City requirements.
- 2.0 PRELIMINARY DESIGN DOCUMENTS (60%):** The CONSULTANT shall submit in-full, Preliminary (60%) design documents in accordance with City requirements.
- 3.0 FINAL DESIGN DOCUMENTS (90%):** The CONSULTANT shall submit in-full, Final (90%) design documents in accordance with City requirements.
- 4.0 CONSTRUCTION DESIGN DOCUMENTS (100%):** The CONSULTANT shall submit in-full, Construction (100%) design documents in accordance with City requirements.
- 5.0 BIDDING AND CONSTRUCTION PHASE DOCUMENTS:** This phase is separate from the project scope and shall be an hourly not to exceed, on an as-needed basis.
- 6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, 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 C  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**COMPENSATION AND ADDITIONAL SERVICES**

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

**1.0 BASIC COMPENSATION**

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

- 1.1 Preliminary (60%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 37,664.07 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Final (90%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 19,479.50 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.3 Construction (100%) Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,232.00 for the completion of the Construction Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Land Survey Phase: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 6,290.00 for this phase as described in Sections 3.2 of this Agreement.
- 1.5 Bidding and Construction Assistance Phase: The OWNER shall pay the CONSULTANT an hourly not to exceed amount of \$ 5,894.00 for this phase as described in Sections 3.6 and 3.7 of this Agreement.
- 1.6 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

## **2.0 ADDITIONAL SERVICES BASED ON TIME**

The hourly rates set forth in 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.

**ATTACHMENT D  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS**

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

**1.0 OWNER'S RESPONSIBILITIES**

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

**2.0 SPECIAL CONDITIONS**

- 2.1 None

**ATTACHMENT E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW (OWNER)  
AND  
FREESE AND NICHOLS, INC.  
FOR  
ASPEN POND RETAINING WALL IMPROVEMENTS  
PROJECT SW25070**

**PROJECT SCHEDULE**

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

**1.0 PRELIMINARY (60%) DESIGN PHASE:**

- 1.1 Notice to Proceed: TBD
- 1.2 Topographic Survey: 30 Calendar days from NTP
- 1.3 Prepare Conceptual (60%) Plans: 62 Calendar days from Topographic Survey
- 1.4 Submit Conceptual (60%) Plans: 62 Calendar days from Topographic Survey
- 1.5 Owner Review: 14 days from Conceptual Plan submittal

**3.0 FINAL (90%) DESIGN PHASE:**

- 3.1 Prepare Final plans and specifications (90%): 55 days from Preliminary Owner Review
- 3.2 Submit Preliminary plans and specifications (90%): 55 days from Preliminary Owner Review
- 3.3 Owner Review: 14 days from Final Plan submittal

**4.0 CONSTRUCTION (100%) DESIGN PHASE:**

- 4.1 Prepare Construction plans and specifications (100%): 47 days from Final Owner Review
- 4.2 Submit Construction plans and specifications (100%): 47 days from Preliminary Owner Review
- 4.3 Owner Review: 14 days from Final Plan submittal

Task		Basic or Special	Task Description	Labor							Expenses			Subconsultants		Total		
				Austin Dugger	Alyssa Laurel	Chase Steffes	Keith Byrne	Jon Frigg	Tony Boescher	Holy Satz	Total Hours	Total Labor Effort	Tech Charge	Miles	Other		Total Expense Effort	Native Plains
				\$206	\$145	\$125	\$259	\$175	\$330	\$212								
				\$ -										\$ -		\$ -	\$ -	
<b>3.1 Project Management</b>																		
Basic		3.1.1 Project Documentation	4	4							8	\$ 1,460	8		\$ 68	\$ -	\$ 1,528	
Basic		3.1.2 Project Management	6	6							12	\$ 2,190	12		\$ 102	\$ -	\$ 2,292	
Basic		3.1.3 Project QA/QC				4		8			12	\$ 2,534	12		\$ 102	\$ -	\$ 2,636	
Basic		3.1.4 Project Meetings (4 Meetings)	4			4					8	\$ 1,935	8		\$ 68	\$ -	\$ 2,003	
Basic		3.1.4 Project Meeting Prep	4	8							12	\$ 2,063	12		\$ 102	\$ -	\$ 2,165	
<b>3.2 Land Survey</b>																		
Special		Survey QC		1	2						3	\$ 411	3		\$ 26	3,550	\$ 3,905	\$ 4,342
Special		SUE Level B		1	1						2	\$ 281	2		\$ 17	1,500	\$ 1,650	\$ 1,948
<b>3.3 Preliminary Design Phase 60%</b>																		
Basic		3.3.1 Data Collection	2	4							6	\$ 1,032	6		\$ 51	\$ -	\$ 1,083	
Basic		3.3.2 Site Visit	8	8							16	\$ 2,920	16	50	1200	\$ 1,491	\$ -	\$ 4,411
Basic		3.3.3 Design Plans	25	36	40	2	3	4	8		118	\$ 21,024	118		\$ 1,003	\$ -	\$ 22,027	
Basic		3.3.4 OPCC/Spec Outline	8	6	2						16	\$ 2,994	16		\$ 136	\$ -	\$ 3,130	
Basic		3.3.5 Address City Comments	2	4	4						10	\$ 1,615	10		\$ 85	\$ -	\$ 1,700	
<b>3.4 Final Design Phase 90%</b>																		
Basic		3.4.1 Design Plans	12	16	20						48	\$ 7,893	48		\$ 408	\$ -	\$ 8,301	
Basic		3.4.2 OPCC/Spec Outline	8	16	2						26	\$ 4,563	26		\$ 221	\$ -	\$ 4,784	
Basic		3.4.3 Address City Comments	2	2	2						6	\$ 1,030	6		\$ 51	\$ -	\$ 1,081	
<b>3.5 Construction Documents</b>																		
Basic		3.5 Construction Documents	8	10	12						30	\$ 4,977	30		\$ 255	\$ -	\$ 5,232	
<b>3.6 Bidding Phase</b>																		
Special		3.6.1 Bidding Support	4	2							6	\$ 1,205	6		\$ 51	\$ -	\$ 1,256	
Special		3.6.3 RF1	4	4							8	\$ 1,518	8		\$ 68	\$ -	\$ 1,586	
Special		3.6.4 Addenda	1	1	1						3	\$ 515	3		\$ 26	\$ -	\$ 541	
<b>3.7 Construction Phase Support (As Needed)</b>																		
Special		3.7 Construction Phase Support (As Needed)	8	4							12	\$ 2,409	12		\$ 102	\$ -	\$ 2,511	
<b>Total Hours / Quantity</b>				110	133	86	10	11	4	8	362		362	60	1,200	\$ 5,050		
<b>Total Effort</b>				\$ 24,262	\$ 20,671	\$ 11,639	\$ 2,717	\$ 2,024	\$ 1,426	\$ 1,833	\$ 64,573	\$ 3,077	\$ 35	\$ 1,320	\$ 4,432	\$ 5,555	\$ 5,555	\$ 74,560

**COMPENSATION**

Compensation to FNI for Basic Services in Attachment A shall be the lump sum of Sixty Two thousand Three Hundred Seventy Five Dollars (\$62,375).

Compensation to FNI for Special Services in Attachment A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twelve Thousand One Hundred Eighty Four Dollars (\$12,184).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	88	175
Professional 2	118	191
Professional 3	134	292
Professional 4	155	319
Professional 5	228	346
Professional 6	232	429
Construction Manager 1	114	161
Construction Manager 2	118	198
Construction Manager 3	148	198
Construction Manager 4	171	258
Construction Manager 5	205	302
Construction Manager 6	272	359
Construction Representative 1	78	91
Construction Representative 2	91	118
Construction Representative 3	124	188
Construction Representative 4	124	188
CAD Technician/Designer 1	84	121
CAD Technician/Designer 2	101	198
CAD Technician/Designer 3	131	252
Corporate Project Support 1	71	158
Corporate Project Support 2	81	232
Corporate Project Support 3	101	335
Intern / Coop	54	94

**Rates for In-House Services and Equipment**

<b>Mileage</b>	<b>Bulk Printing and Reproduction</b>		<b>Equipment</b>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
<b>Technology Charge</b>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**