



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

*Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel*

Tuesday, December 16, 2025

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

TIME: Immediately following the City Council Meeting which begins at 6:30 p.m.

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [25-51](#) Approval of the Broken Arrow Municipal Authority Meeting Minutes of December 02, 2025
- B. [25-1753](#) Approval of and authorization to execute Budget Amendment Number 16 for Fiscal Year 2026
- C. [25-1724](#) Approval of and authorization to execute the Professional Services Agreement with Aria Filtra a Division of Trojan Technologies Corp. for the Annual Service for the Aria Filtra Microfiltration System for the Verdigris River Water Treatment Plant
- D. [25-1756](#) Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less
- E. [25-1744](#) Ratification of the Claims List Check Register Dated December 08, 2025

4. Consideration of Items Removed from Consent Agenda

5. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE

6. General Authority Business - NONE

7. Remarks and Inquiries by Governing Body Members

8. Remarks and Updates by City Manager and Staff

9. Executive Session - NONE

10. Adjournment

NOTICE:

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

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

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

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

21 O.S. Section 280 provides the following:

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

A paper copy of this agenda is available upon request.

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

City Clerk



City of Broken Arrow

Request for Action

File #: 25-51, Version: 1

Broken Arrow Municipal Authority
Meeting of: 12-16-2025

Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of December 02, 2025

Background:

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

Cost: None

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **December 02, 2025 Broken Arrow Municipal Authority Minutes**

Recommendation:

Approve the minutes of the December 02, 2025 Broken Arrow Municipal Authority Meeting.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow OK 74012

Broken Arrow Municipal Authority

Chairperson Debra Wimpee
Vice Chairman Johnnie Parks
Trustee Lisa Ford
Trustee Justin Green
Trustee David Pickel

Tuesday, December 2, 2025

Council Chambers

1. Call to Order

Chairperson Debra Wimpee called the meeting to order at 8:30 p.m.

2. Roll Call

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

3. Consideration of Consent Agenda

- A. 25-50** Approval of the Broken Arrow Municipal Authority Meeting Minutes of November 17, 2025
- B. 25-1623** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Solid Waste and Recycling Report for October 2025
- C. 25-1698** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of October 2025
- D. 25-1699** Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of October 2025
- E. 25-1694** Approval of and authorization to execute Budget Amendment Number 15 for Fiscal Year 2026
- F. 25-1667** Approval of and authorization to execute the Professional Services Agreement for the 2026 Field Service Repairs at the Verdigris River Water Treatment Plant (VRWTP) with HACH Company
- G. 25-1670** Approval of and authorization to purchase a conversion for Unit 2019 from Premier Truck Group of Tulsa for the Street & Stormwater Department
- H. 25-1685** Approval of and authorization to purchase one (1) Ford F-550 4X4 Crew Cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
- I. 25-1665** Award the most advantageous bid to Core & Main for Bid No. 26.125 4th & El Paso Waterline Materials, and award the fire hydrants to Utility Supply based on lead times
- J. 25-1666** Award the most advantageous bid to all bidders for Bid No. 26.121 Annual Utility Stock Items Agreement; Each vendor will be awarded the items for which they submitted the lowest unit price
- K. 25-1675** Ratification of the Claims List Check Register Dated November 21, 2025

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

Move to Approve the Consent Agenda

The motion carried by the following vote:

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

4. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-1681 Presentation of the December Solid Waste and Recycling Service Schedule for the upcoming holiday season

Jerry Schuber, Director of Solid Waste and Recycling, presented Item 25-1681 and explained that the department would need to adjust its collection schedule for the Christmas holiday. Usually, crews did not work on Christmas Eve or Christmas Day, but because the landfill would not be fully open on Saturday, the city could not simply push Thursday routes to Saturday as usual. After reviewing options with staff, the department decided that crews would work on Christmas Eve instead.

He said residents would be notified that Monday, Tuesday, and Wednesday routes would run on their regular days, with Wednesday—Christmas Eve—operating as a full service day. Because the landfill would be closed on Christmas Day, Thursday routes would instead be collected on Friday. He compared the plan to the recent Thanksgiving schedule, where Friday was used to make up for the holiday closure.

Mr. Schuber added that the city's new 4-10 work schedule had created opportunities to rethink holiday operations, and this change would serve as a test run. If additional adjustments seemed beneficial, staff would return to the board with recommendations. He noted that the "to-be-decided" placeholder previously shown for Christmas Eve had been updated once it became clear that Saturday operations would not be feasible, since TRT was typically closed on Saturdays and even with special arrangements, any Saturday availability would only be a half day—far too little time to complete Thursday's workload.

6. General Authority Business

A. 25-1636 Consideration, discussion, and possible approval of the lowest responsible bid to Crossland Heavy Contractor's, Inc., and authorize execution of a construction contract for the Verdigris River Water Treatment Plant On-Site Hypochlorite Generation System Brine Tank (Project No. 2154350)

Charlie Bright, Director of Engineering and Construction, presented Item 25-1636 and briefly explained that the item concerned awarding a contract for an additional brine tank at the city's water treatment plant. The plant currently relies on a single brine tank to produce sodium hypochlorite, the chemical used to treat the city's drinking water. While the existing tank functioned well, operations became challenging when demand was high, and the tank ran low; and the lack of redundancy posed a risk—if the tank failed, the plant would face a serious problem.

As part of the capital plan, the city bid out the installation of a second tank to improve operational flexibility, extend the time between refills, and provide essential backup. After a 21-day state-required bidding period, Crossland Heavy emerged as the low bidder at \$1,092,000. Staff recommended awarding the contract to them.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-1636, the lowest responsible bid to Crossland Heavy Contractor's, Inc., and authorize execution of a construction contract for the Verdigris River Water Treatment Plant On-Site Hypochlorite Generation System Brine Tank (Project No. 2154350)

The motion carried by the following vote:

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

7. Remarks and Inquiries by Governing Body Members

Councilor Ford thanked the city's trash and recycling crews for working through the holidays to keep service running smoothly. She emphasized that doing this requires workers to give up time with their families, and asked that staff pass along sincere appreciation for that sacrifice and dedication to serving residents.

8. Remarks and Updates by City Manager and Staff

City Manager Michael Spurgeon said he planned to use next year's State of the City address to highlight "what's on the horizon," including his intent to recommend funding for a feasibility study on building a solid-waste transfer station. He explained that disposal costs had risen sharply—from roughly \$12–14 per ton years ago to about \$26 per ton now—and that the current system requires the city's collection trucks to travel long distances to the landfill. He believed a transfer station could improve efficiency, reduce equipment wear, and open the door to partnerships with other cities or counties. He said the study would evaluate land needs, facility requirements, layout, and overall costs, and that he planned to include this recommendation in next year's budget.

9. Executive Session -NONE

10. Adjournment

The meeting was adjourned at 8:37 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: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 25-1753, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 12-16-2025

Title:

Approval of and authorization to execute Budget Amendment Number 16 for Fiscal Year 2026

Background:

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

Budget Amendment #16 appropriates a portion of the BAMA fund balance to adjust balances of projects to reflect actual availability of funds.

Cost: \$36,614

Funding Source: Broken Arrow Municipal Authority, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #16 for Fiscal Year 2026

Recommendation:

Approval of and authorization to execute Budget Amendment Number 16 for Fiscal Year 2026.

Fund 220 - Broken Arrow Municipal Authority
Budget Amendment #16
Fiscal Year 2026
12/16/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
220-353050	FUND BALANCE	\$ 22,393,531	\$ (36,614)	\$ 22,356,917
		\$ 22,393,531	\$ (36,614)	\$ 22,356,917

Appropriations

Account Number	Project	Description	Budget before Amendment	Amount of Amendment	Budget after Amendment
2205405-570150	2154350	VRWTP - ADDITIONAL BRINE TANK	\$ 1,059,346	\$ 36,614	\$ 1,095,960
			\$ 1,059,346	\$ 36,614	\$ 1,095,960

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 #16 appropriates a portion of the BAMA fund balance to adjust balances of projects to reflect actual availability of funds.

Approved by Broken Arrow
 Municipal Authority
 Tuesday, December 16, 2025

Attest by Secretary

Chair, Debra Wimpee

Curtis Green



City of Broken Arrow

Request for Action

File #: 25-1724, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 12-16-2025

Title:

Approval of and authorization to execute the Professional Services Agreement with Aria Filtra a Division of Trojan Technologies Corp. for the Annual Service for the Aria Filtra Microfiltration System for the Verdigris River Water Treatment Plant

Background:

The Broken Arrow Municipal Authority will contract with Aria Filtra a Division of Trojan Technologies Corp. for an Annual Service Visit which includes a System Inspection Service and Refresher Training, and 24/7 Technical Support for twelve months conducted at the Verdigris River Water Treatment Plant. The services will include providing a system inspection service, refresher training, technical phone support and related support services.

Staff recommends approval to execute the negotiated yearly fee of \$24,316.00 for an annual service visit for the Aria Filtra Microfiltration System for the Verdigris River Water Treatment Plant. The contract is a not to exceed contract and is funded through Utilities BAMA O&M Budget fiscal year 2026.

Cost: \$24,316.00

Funding Source: Utilities Department O&M Budget - Fiscal Year 2026

Requested By: Timothy S. Robins, P.E., C.F.M., Utilities Director

Approved By: City Manager's Office

Attachments: Professional Services Agreement for Annual Service for the Aria Filtra Microfiltration System for the Verdigris River Water Treatment Plant

Recommendation:

Approve and execute the Professional Services Agreement with Aria Filtra a Division of Trojan Technologies Corp. for the Annual Service for the Aria Filtra Microfiltration System for the Verdigris River Water Treatment Plant

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
FOR THE ANNUAL SERVICE FOR THE
ARIA FILTRA MICROFILTRATION SYSTEM FOR
THE VERDIGRIS RIVER WATER TREATMENT PLANT**

1. Professional Service Provider:

- a. Name: Aria Filtra a Division of Trojan Technologies Corp.
- b. Telephone No: 866-475-0115
- c. Address: 839 State Route 13, Cortland, NY 13045-5630

2. Project Title and Location: This Service Contract with Aria Filtra is an Annual Service Visit which includes a System Inspection Service and Refresher Training, and 24/7 Technical Support for twelve months conducted at the Verdigris River Water Treatment Plant.

3. Contract for: Providing professional services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing System Inspection Service, Refresher Training, Technical Phone Support and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the Authority and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated in accordance with attached rate schedule and the total compensation under this contract is Not to Exceed Twenty-Four Thousand Three Hundred Sixteen and No/100 (\$24,316.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

Authority and Professional Service Provider both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Authority must verbally confirm any new or changed bank transfer

or mailing instructions by calling Professional Service Provider and speaking with Professional Service Provider's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within twelve (12) consecutive calendar months after the date the Notice to Proceed is issued. The Authority will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the Authority on the hours required for the work item.

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

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

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

8. Warranties:

- (1) **Limited Warranty for Materials.** Professional Service Provider warrants to Authority that for a period of twelve months from the date of delivery of the Materials specified in Attachment A to this Agreement, (the "Warranty Period"), that the Materials manufactured by Professional Service Provider, when properly installed and maintained, and operated at ratings, specifications and design conditions specified by Professional Service Provider, will materially conform to Professional Service Provider's specifications for such Materials set forth in Professional Service Provider's proposal, or, in the absence of such a proposal, such specifications as have been provided by Authority to Professional Service Provider and accepted in writing by Professional Service Provider, at the time of the order and will be free from material defects in material and workmanship (this

“Limited Warranty”). Authority shall notify Professional Service Provider promptly in writing of any claims within the Warranty Period and provide Professional Service Provider with an opportunity to inspect and test the Materials or service claimed to fail to meet this Limited Warranty. Authority shall provide Professional Service Provider with a copy of the original invoice for the product or service, and prepay all freight charges to return any Materials to Professional Service Provider’s factory, or other facility designated by Professional Service Provider. All claims must be accompanied by full particulars, including system operating conditions, if applicable. If the defects are of such type and nature as to be covered by this Limited Warranty, Professional Service Provider shall, at its option and in its sole discretion, either: (a) accept return of the defective Materials and furnish replacement Materials; (b) furnish replacement parts for the defective Materials; (c) repair the defective Materials; or (d) accept return of the defective Materials and return payments made, or issue credits for, such defective Materials. If Professional Service Provider determines that any warranty claim is not, in fact, covered by this Limited Warranty, Authority shall pay Professional Service Provider its then customary charges for any additionally required service or products.

- (2) **Limited Warranty for Services.** Professional Service Provider further warrants that all Services performed hereunder, will be performed in a workmanlike manner in accordance with applicable law and industry standards by qualified personnel (this “Limited Warranty for Services”); this Limited Warranty for Services shall survive for 30 days following Professional Service Provider’s completion of the Services (the “Service Warranty Period”). In the event of a warranty claim under this Limited Warranty for Services, Authority shall inform Professional Service Provider promptly in writing of the details of the claim within the Service Warranty Period. Professional Service Provider’s liability under any service warranty is limited (in Professional Service Provider’s sole discretion) to repeating the service that during the Service Warranty Period does not meet this Limited Warranty for Services or issuing credit for the nonconforming portions of the service. If Professional Service Provider determines that any warranty claim is not, in fact, covered by the foregoing Limited Warranty for Services, Authority shall pay Professional Service Provider its then customary charges for all services performed by Professional Service Provider.
- (3) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8(1) and 8(2), PROFESSIONAL SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE MATERIALS AND SERVICES, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

- (4) Professional Service Provider does not warrant against, and in no event shall Professional Service Provider be liable for, damages or defects arising out of improper or abnormal use, misuse, abuse, improper installation (other than by Professional Service Provider), application, operation, maintenance or repair, alteration, accident, or for negligence in use, storage, transportation or handling or other negligence of Authority. In no event shall Professional Service Provider be liable for any Materials repaired or altered by someone other than Professional Service Provider other than pursuant to written authorization by Professional Service Provider.
- (5) THE LIMITED WARRANTY AND THE LIMITED WARRANTY FOR SERVICES ARE THE SOLE AND EXCLUSIVE OBLIGATIONS OF PROFESSIONAL SERVICE PROVIDER WITH RESPECT TO ANY DEFECTIVE MATERIALS AND SERVICES. PROFESSIONAL SERVICE PROVIDER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE MATERIALS, SERVICES, OR ANY PART THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THE REMEDIES SET FORTH IN SECTIONS 11.1 AND 11.2 SHALL BE THE AUTHORITY'S SOLE AND EXCLUSIVE REMEDY AND PROFESSIONAL SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.1 AND 11.2.

In no event shall Authority be entitled to claim under the above Limited Warranties if Authority is in breach of its obligations, including but not limited to payment, hereunder.

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

10. Confidentiality: If Professional Service Provider discloses or grants Authority access to any research, development, technical, economic, or other business information or "know-how" of a confidential nature, whether reduced to writing or not, Authority will not use or disclose any such information to any other person or company at any time, without Professional Service Provider's prior written consent, unless such information is required to be disclosed pursuant to law. Professional Service Provider shall notify Authority of what information Professional Service Provider deems confidential at the time Service Providers provides such information to Authority. In the event that Authority and Professional Service Provider have entered into a separate confidentiality agreement ("Confidentiality Agreement"), the terms and conditions of such agreement shall take precedence over the terms of this paragraph.

11. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without

limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the "Immigration Laws").

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

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

13. Electronic Signatures:

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

14. 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.

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

16. Effective Date: This Contract is effective shall be effective upon signature of both parties. responsibilities, under this contract as if the original seller.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By:

Michael Spurgeon, City Manager

Date:

Attest:

City Clerk [Seal]

Date:

Professional Service Provider:

Aria Filtra

By:

Todd Bartlett JF

Title:

Director Service Sales

Date:

12/3/25

Attest:

By: Melissa Sutherland

Title:

Notary Public

Date:

12/3/25

Approved as to form:

D. Graham Parker
Assistant City Attorney

Melissa Dawn Sutherland, Notary Public, County of Middlesex,
limited to the attestation of instruments and the taking
of affidavits, for Trojan Technologies Group ULC and its
subsidiaries, associated companies and affiliates.
Expires September 10, 2026.

Prov
State of Ontario)

VERIFICATIONS

) §
County of Middlesex)

Before me, a Notary Public, on this 3rd day of December 2025, personally appeared Todd Bartlett, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Director Service Sales) (Please circle or specify) of Aria Filtra to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.


Notary Public



AFTERMARKET COMPREHENSIVE SERVICES PLAN

for

(Broken Arrow)

Aria Filtration System

Company Contact: Brandy Parks

Phone: 918-978-1859

E-Mail: bparks@brokenarrowok.gov

Site Location: Oklahoma

Table of contents

- Ordering Instructions and table of contents
- Proposal Summary, Description of Services, and pricing detail
- Customer Authorization for Service Form; Site & Billing addresses
- Definition of Contract Terms
- Essential Service Event Details
- Terms and Conditions

Ordering Instructions

Please complete the "Customer Authorization for Service" form on page 4 and remit to:

For US / Mexico / Latin American Customers	For Canadian Based Customers
Trojan Technologies Corp P.O. Box 5630, 839 State Route 13 Cortland, New York 13045-5630 Phone: 866-475-0115 Email: AriaFiltrACS@TrojanTechnologies.com Attn: Customer Service	Trojan Technologies 3020 Gore Rd., London, ON, Canada N5V 4T7 Phone: 866-475-0115 Email: AriaFiltrACS@TrojanTechnologies.com Attn: Customer Service



PROPOSAL SUMMARY

AriaFiltrra recommends a post-warranty support service plan to ensure uninterrupted operation of your System. Whether you are a new AriaFiltrra Service Customer or an established water plant, routine scheduled maintenance will insure your water plant is operating most efficiently, saving time and operating cost. In many cases the return on investment of a AriaFiltrra service plan is less than 6 months. Over time, machinery ages and may malfunction, components and technology also become obsolete and need to be upgraded due to the inability to get support from OEM or replacement parts. Innovations and technological and process developments also drive the need for service oversight. Most importantly access to our expert Field Service Engineers are part of many of the service offerings in the AriaFiltrra portfolio 24 hours a day and seven days per week.

The frequency of the proposed services is Annual. If additional service support is required beyond the contract frequency and scope, it can also be provided at the AriaFiltrra standard service rates. Advance authorization is required for any time that exceeds the scope of service and the amount of the issued Purchase Order. Additional T&E will apply.

Advance authorization is required for any time that exceeds the scope of service and the amount of the issued PO. Additional T&E will apply.

Delivery Schedule (to be confirmed at time of order confirmation)

Payment Details

Billing Method	Product Line
Billed Upon Completion	CIP Service, System Inspection Service, Training, Module Autopsy, Site Visit
Billed in Advance	24/7 Phone Support, SmartBox

SCOPE OF WORK:

DESCRIPTION OF SERVICE	FREQUENCY OF PROPOSED SERVICE	STANDARD PRICE
SYSTEM INSPECTION SERVICE Comprehensive System Review <ul style="list-style-type: none"> • Review system and process operation • Make system adjustments and improvements. • Identify future needs for operation staff to maintain plant performance. • Detailed service report with recommendations and instruction • Determination if process optimization services are required • 2 days on site 	-ANNUAL	\$10,764
24/7 TECHNICAL PHONE SUPPORT SERVICE <ul style="list-style-type: none"> • Peace-of-mind assurance • Priority response to your inquiry over non contracted customers who pay per incident at emergency rates subject to the availability of the support team. • Access to Engineers on full-time rotation, live support • Avoids "Fee-per-Incident" phone charge • Gets your plant back up and running minimizing potential down time 	-ANNUAL CONTRACT	\$9,412
Training <ul style="list-style-type: none"> • Customized hands-on training options <ul style="list-style-type: none"> • System Operation training/refresher • HMI/PC Interface Screens • CIP Training <ul style="list-style-type: none"> • Learn how to run your plant more efficiently. • Great for New and Experienced Operators • Operator Certification 	-ANNUAL	\$4,140
Annual Amount (Currency: USD)	TOTAL PRICE OF SERVICES	\$24,316

*Please see Appendix A – Definition of Terms beginning for expanded description of services



CUSTOMER AUTHORIZATION FOR SERVICE FORM

I am an authorized representative of the Customer, and I accept the Terms and Conditions of this Service Agreement on behalf of the Customer. I authorize AriaFiltrra Systems to perform the work defined in this agreement, and accept the costs and charges defined in this agreement.

Company:

Print Name

Title/Position

Signature

Date

Purchase Order No. or Reference for Billing:

Requested Date(s) to Schedule Service Visit(s):

(unless deemed emergency service, please allow a 4-week window to accommodate scheduling by Aria Filtra.)

Remit this form & PO# to our AriaFiltrra Customer Service email: AriaFiltrraCS@TrojanTechnologies.com

Effective Date and Duration: This Agreement will be effective as of the date signed above, and will remain in effect

- for 12 consecutive months (or as indicated in the annual or multi-year contract)
- or until 30 days after receipt of written notice of termination by either party.

Customer Billing Address:

Customer Shipping Address (Spare Parts):

Customer Comments:

Definition of the Plan Terms

AriaFiltra - AriaFiltra or its assigned Representative

Customer - Company or Organization purchasing services as defined by this contract. The Customer's maintenance staff will be responsible for supplying tools, ladders, lifts, or other equipment required to execute the maintenance function. Site personnel will be solely responsible for ensuring that all maintenance procedures are performed in accordance with all applicable safety regulations.

FSE - The role of the AriaFiltra Field Service Engineer (FSE) is to complement the site's existing technical/maintenance staff by providing expertise specific to AriaFiltra supplied technology. The AriaFiltra FSE will direct site maintenance staff in the proper execution of maintenance procedures.

Appendix A

System Inspection Service

Upon arrival, the AriaFiltra FSE will meet with designated plant personnel to review the planned scope of work for the Inspection and obtain confirmation prior to proceeding. Should the Customer's expectations be outside of the scope of work, the inspection will not proceed until AriaFiltra and the Customer agree to the Scope of Service. If necessary, Scope changes can be quoted and accepted onsite, prior to performing the planned service.

The FSE will perform a comprehensive inspection of the AriaFiltra Aria Filtration System, which includes all hardware and operating parameters to determine System functional status, and make preventive maintenance recommendations. Should an issue be identified, that can be resolved by the FSE during this visit, a price for the immediate service can be provided, and the work completed with your approval by means of a verbal change order to AriaFiltra Systems Customer Service. Advance authorization is required for any time that exceeds the Scope of Service and the amount of the issued PO.

Upon completion of the service, the FSE will meet with designated Plant personnel to review the findings of the Inspection, and discuss any problems, corrective actions or recommendations.

24/7 Aftermarket Phone Support Service

AriaFiltra Engineers provide live, around-the-clock technical support. They account for their Phone Service time (consults, troubleshooting, parts recommendations, remote access, etc.), both, during regular business hours, as well as after hours (on-call). Their services are allocated to each customer's account at no charge.

For technical support, Warranty assistance, or Services & Spares orders, Customers can contact AriaFiltra toll free at #866-475-0115.



If the problem cannot be resolved over the telephone, the Customer can request a AriaFiltrA System Service Representative to visit the site location. You will be quoted an Emergency Service Rate, including last-minute travel expenses. Where possible, the FSE will use remote modem access to troubleshoot and resolve problems.

Important Note: Non-contracted customers are charged at a Fee-per-Incident rate, applicable to assigned engineering time.

Operator Training – Aria / MF Systems

To support proper operation of your system, AriaFiltrA recommends that you take advantage of a training session with actual hands-on time to achieve a significant level of competence and confidence with the equipment. Sessions should be repeated annually as refresher training, or when you have new system operators.

Classroom instruction will be provided if it is specifically indicated as part of the proposal summary. The content would include information on the Principles of Filtration, and Cross-flow Technology, as well as general procedures. Content will be presented in a combination of PowerPoint slides and hands-on activities. A training binder will be provided for each participant.

Hands-on CIP training / refresher CIP training is ONLY provided when AriaFiltrA performs the CIP service, and if it is specifically indicated as part of the proposal summary. The CIP service visit should be scheduled preferably when reduced system flux suggests the modules could benefit from cleaning. As AriaFiltrA Systems require periodic cleaning; the cleaning frequency will vary. CIP neglect will cause long-term flux deterioration, which can be difficult to restore. If not performed on a regular basis, CIP Protocols may become unfamiliar, ominous and critical.

Essential Service Event Details

Materials: This proposal covers the scope of work described above. All additional materials purchased by AriaFiltrA for use on your System that have been verbally authorized by you to complete this work will be invoiced as part of this contract.

Scheduling: When possible, AriaFiltrA will make every effort to accommodate a Customer's schedule for services, once they have been defined and communicated. Field Service requires a minimum 4-week advance notification. Upon receipt of your purchase order, we can confirm the schedule, and allocate the appropriate AriaFiltrA Service resources.

Validity: This proposal is valid for 30 days (or date of validity expiration),. If a purchase order is not agreed upon by Seller and Buyer within the price validity period, the pricing set forth in this proposal shall not apply.

Terms of Sale: AriaFiltrA Standard Terms and Conditions of Sale of Services apply.

Terms of Service: Regular minimum service charge is for a 10-hour day.



Service Order acceptance and payment terms: AriaFiltra requires all accounts outstanding beyond 30 days to be paid in full prior to order acceptance. Your account status will be verified at the time of order placement, and you will be notified if you have a balance due. To avoid order processing, goods shipment, or service scheduling delays, please insure your account is up to date in advance of placing your order. Charges per the proposal will be invoiced automatically and become payable within 30 business days of receipt.

Changes: If additional service is required beyond the Plan frequency and scope, AriaFiltra will work with you to make those changes. Advance authorization is required for any activity that exceeds the scope of service and the amount of the issued PO. Additional T&E may apply.

AriaFiltra shall not implement any changes in the Scope of Services described in its proposal unless Customer and AriaFiltra agree to the details of the change, and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law.

A Purchase Order or acceptable letter of authorization, including Travel & Expense per diem reimbursements, and a signed copy of the attached Customer Authorization of Service Form is required prior to AriaFiltra providing the services defined in this proposal.

Maintaining an Aftermarket Service Plan, or an Aftermarket Phone Support Service, provides the best possible return on your AriaFiltra System investment. The Plan also provides pre-emptive measures that help to identify potential anomalies or malfunctions which may create untimely disruptions, costly down-times, or otherwise, could contribute to disaster response issues encountered by Municipal Plants and a community's water system. Implementing the Service Plan ensures priority response and avoids the Fee-per-Incident charges.

Sincerely,

AriaFiltra
Tia Cline
AMPS Inside Sales Manager
Phone: 607-289-2355
E-mail: tcline@trojantechologies.com



Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER and which will include recovery of costs plus reasonable profit. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER. SELLER may cancel all or part of any order prior to delivery without liability if the order includes any Products that SELLER determines may not comply with export, safety, local certification, or other applicable compliance requirements. If SELLER'S offer contains a cancellation schedule, such schedule shall apply in lieu of the cancellation charges stated above.

3. DELIVERY: Delivery will be accomplished FCA SELLER's determined shipping point; or on SELLER's discretion it will ship DDP or DAP foreign port unless otherwise expressly agreed between the parties using Incoterms® 2020. At SELLER's discretion other terms under Incoterms® 2020 may be used as required. In the event of any reference to "prepay and add" the applicable Incoterms® 2020 will be DDP or DAP at SELLER's discretion, while any reference to "collect" will be deemed to be FCA under the Incoterms® 2020 regardless of reference to reference to shipping point. In the event DDP or DAP is used for a transaction SELLER reserves the right to select the carrier and shipping mode. BUYER agrees to pay SELLER for any sales tax, brokerage fees, or other costs incurred as a result of the shipping mode chosen by SELLER. For all intents and purposes the FOB/FOD Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Upon prior agreement with BUYER and for an additional charge paid by BUYER, SELLER will deliver the Products on an expedited basis. Seller may, in its sole discretion, without liability or penalty, deliver partial

shipments of Products to Buyer and ship the Products as they become available, in advance of the quoted delivery date. If the Products are delivered in installments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where BUYER is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess storage charges and a surcharge to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within fourteen (14) calendar days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the offer. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. Notwithstanding anything to the contrary set out herein, in the event of any delay to SELLER's delivery schedule caused by BUYER or its representatives (other than for Force Majeure or delays caused by SELLER), including without limitation, a suspension of work or the project, a postponement of the delivery date or failure to timely issue of a notice of commencement or similar document, then (i) the Purchase Price shall increase by 1% for every month or partial month of such delay and this Agreement shall be construed as if the increased Purchase Price were originally inserted herein, and BUYER shall be billed by SELLER on the basis of such increased Purchase Price, or (ii) SELLER shall have the right to terminate this Contract without penalty.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly agreed to by SELLER or otherwise required by the SELLER, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until



delinquent payments are made; (c) deliver future shipments on a cash-withorder or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to SELLER, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's offer, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of thirty (30) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any nonfunctioning parts that are repaired by SELLER shall become the property of SELLER. Except as included in SELLER'S offer, no warranties are extended to consumable items and for normal wear and tear. SELLER's special warranties may include additional limitations. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, repair, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question.

This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise. Products manufactured by a third party ("Third Party Product") which are not incorporated into SELLER's Products are not covered by the warranty. With respect to any Third Party Product, the warranty, if any, is provided solely through the manufacturer of such Third Party Product, the terms of which vary from manufacturer to manufacturer and Seller assumes no responsibility on their behalf. For Third Party Products, specific warranty terms may be obtained from the manufacturer's warranty statement.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages to the proportional extent caused by SELLER's breach of the Limited Warranty.

9. PATENT PROTECTION: SELLER shall further defend and indemnify BUYER Indemnitees from and against all Claims for actual infringement of all letters patent, trademarks, copyright or corresponding rights pertaining to goods provided under the Purchase Order, solely by reason of the sale or normal use of any goods sold to BUYER hereunder as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the goods according to their applications as envisioned by SELLER's specifications. In case the goods are in such suit held to constitute infringement and the use of the goods is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such goods or replace them with non-infringing products, or modify them so they become non-infringing, or remove the goods and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the goods. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's goods when used in combination with any other devices, parts or software not provided by SELLER hereunder. Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U. or the U.K.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER



are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or knowhow in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will not use the Proprietary Information for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance

with its Privacy Policy, a copy of which is available to BUYER upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date. SELLER shall not be obligated to implement any changes or variations in the scope of work described in SELLER's scope of supply unless BUYER and SELLER agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes or variations necessitated by a change in applicable law occurring after the effective date of this Agreement including these Terms.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development,



production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See <https://www.veraltointegrity.com> and <https://www.veralto.com/integrity-compliance> for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; epidemics and pandemics; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to

the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to any BUYER Indemnified Parties under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of any of BUYER's Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed One Hundred Thousand United States Dollars (\$100,000.00).

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the State of Oklahoma and the federal laws therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the exclusive jurisdiction of the courts of competent jurisdiction in the State of Oklahoma.

24. ENTIRE AGREEMENT, MODIFICATION, & SURVIVAL: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or



written. Upon thirty (30) days prior written notice, SELLER may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services. All payment, confidentiality and indemnity obligations, warranties, limitations of liability, product return, and ownership of materials provisions together with those sections the survival of which is necessary for the interpretation or enforcement of these Terms, shall continue in full force and effect for the duration stated in such provisions or the applicable statute of limitations.

TERMS AND CONDITIONS COVERING SALES OF CONFIGURED-TO-ORDER PROJECTS AND SYSTEMS

In addition to all terms and conditions above, unless otherwise addressed as part of SELLER's offer, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like, except for any Aria Filtra Products:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in SELLER's offer; provided that if the Start-Up Date (as defined below) is less than 30 days after the Delivery Date, 90% of the purchase price is due before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the BUYER's convenience or other reasons for which the BUYER or its representatives is responsible, such payment event will be deemed to have occurred and SELLER shall be entitled to invoice BUYER as if achievement of such payment event had been achieved. In such circumstances, BUYER must notify SELLER in writing of the reasons for the delay and anticipated duration of the delay. SELLER will mark the Products (or parts thereof) as the BUYER's property and BUYER shall make arrangements for a third party to store the Products at BUYER's cost.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed to in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.3 Where any change to the Delivery Date is made at BUYER's request and upon SELLER's agreement, for all purposes with respect to the warranty and payment requirements provided by SELLER in connection with the Products, the initial Delivery Date will be deemed to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

AriaFiltra Proposal – OPP#2165317 - 3/24/2025

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide treatment in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or



(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.



City of Broken Arrow

Request for Action

File #: 25-1756, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 12-16-2025

Title:

Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of \$50,000.00 or less

Background:

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

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

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

1. Agreement for Professional Services S.22060 - County Line Trunk Sewer, Phase III Aquatic Resource Protection Plan - C.C. Environmental L.L.C.

Cost: \$1,500.00

Funding Source: E&C Professional Services

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

Approved By: City Manager's Office

Attachments: 1. Short AE Agreement with CCE.Executed-S.22060

Recommendation:

No Action Required

BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
COUNTY LINE TRUNK SEWER, PHASE III AQUATIC RESOURCE PROTECTION
PLAN
PROJECT NUMBER: S.22060

1. Professional Service Provider:

- a. Name: C.C. Environmental L.L.C.
- b. Telephone No.: 405-321-8181
- c. Address: 3533 National Drive, Norman, OK 73069

2. Project Title and Location: County Line Trunk Sewer, Phase III Aquatic Resource Protection Plan on the west side of 23rd Street between Washington Street and Houston Street.

3. Contract for: Providing professional environmental services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing an Aquatic Resource Protection Plan and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the lump sum fee negotiated and the total compensation under this contract is Not to Exceed One Thousand Five Hundred and No/100 (\$1,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within fifteen (15) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

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

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

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

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

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

- a. This Contract
- b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By:

Kenneth Schwab

Date:

Kenneth D. Schwab, Assistant City Manager-Operations

12/12/2025

Attest:

Curtis Green

Date:

12/12/2025



Professional Service Provider:

C.C. Environmental L.L.C.

By:

Cathy Canty

Print Name:

Cathy Canty

Title:

Principal

Date:

December 3, 2025

Attest:

Melissa Feuerborn

By:

Melissa Feuerborn

Print Name:

Office Manager

Title:

Office Manager

Date:

December 3, 2025

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
)
) §

County of Cleveland)

Before me, a Notary Public, on this 3 day of December 2025,
, personally appeared *Cathy Canty*, known to me to be the
(President, Vice-President, Corporate Officer, Member, Partner or Other: *Principal*)
(Please circle or specify) of C.C. Environmental L.L.C. to be the identical person who executed
the within and foregoing instrument, and acknowledged to me that s/he executed the same as
his/her free and voluntary act and deed for the uses and purposes therein set forth.

Melissa Feuerborn

Notary Public

Notary Public State of Oklahoma
Melissa Feuerborn
My Commission # 21001769
Expires 2/5/2029

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
COUNTY LINE TRUNK SEWER, PHASE III AQUATIC RESOURCE PROTECTION
PLAN
PROJECT NUMBER: S.22060**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Environmental Services and Related Support Services associated with County Line Trunk Sewer, Phase III Aquatic Resource Protection Plan in the Broken Arrow Municipal Authority. Services performed to include an Aquatic Resource Protection Plan as required by the USACE Nationwide Permit 58 for Utility Line Activities for the County Line Trunk Sewer, Phase III Sanitary Sewer Manhole Replacement project located on the west side of 23rd Street from Washington Street to Houston Street. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide an Aquatic Resource Protection Plan per the requirements of the USACE Nationwide Permit 58 for Utility Line Activities for the County Line Trunk Sewer, Phase III Sanitary Sewer Manhole Replacement project on 23rd Street from Washington Street to Houston Street. Professional environmental services shall also include but not be limited to: marking the Ordinary High Water Mark (OHWM) within the project limits and organizing a site meeting with the Engineer and BAMA representative(s).

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

[END OF ATTACHMENT A]



City of Broken Arrow

Request for Action

File #: 25-1744, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 12/16/2025

Title:

Ratification of the Claims List Check Register Dated December 08, 2025

Background:

Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from November 22, 2025 through December 08, 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 \$7,418,776.01 for the various funds.

Governmental Funds	\$3,773,067.26
BAMA	\$3,583,404.59
BAEDA	<u>\$ 62,304.16</u>
Total	\$7,418,776.01

A summary by funds and detail are attached.

Cost: \$3,583,404.59

Funding Source: BAMA Operational and Capital accounts

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated December 08, 2025

Recommendation: ..recommend

Ratify Claims List Check Register dated 12/08/2025

City of Broken Arrow
Check Register by Fund

RECAP



FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	189,447.86	598
220	BA MUNICIPAL AUTHORITY	3,578,904.59	704
221	BAMA SALES TAX DEBT SERVICE	4,500.00	1
227	CVB-HOTEL MOTEL	3,882.57	33
329	VEHICLE REPLACEMENT FUND	25,385.30	6
330	SALES TAX CAPITAL IMPROVEMENT	79,009.86	19
332	PARK & REC CAP IMPROV	5,540.00	2
342	STREET LIGHT FUND	473.34	5
343	STREET SALES TAX FUND	110,861.92	8
344	PS SALES TAX POLICE	236,740.01	327
345	PS SALES TAX FIRE	124,293.97	170
348	ARPA FUND	482,146.26	2
592	2014 BOND ISSUE	146,723.71	3
593	2018 BOND ISSUE	2,320,201.26	31
660	WORKERS COMPENSATIONS	31,221.99	5
661	GROUP HEALTH AND LIFE	9,242.21	8
882	AGENCY FUND DEPOSITS	7,897.00	10
887	ECONOMIC DEVELOP AUTHORTY	62,304.16	2
Total		7,418,776.01	1,934



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/24/2025	334539	39 VERMEER GREAT PLAINS, INC.	E01543		CITY COUNCIL APPROVE 09/02/25-PROJ	2205403 570030	2654150	2026/5	134,603.50
						Total For Check # 334539			134,603.50
11/26/2025	334540	5577 CHRISTIAN SALDIVAR		CDL 11202025	CDL PERMIT REIMB	2205305 530110		2026/5	81.50
						Total For Check # 334540			81.50
11/26/2025	334542	3990 JERRY SCHUBER		EMP 11182025	REIMB MENTOR LUNCH	2205010 550030		2026/5	52.83
						Total For Check # 334542			52.83
11/26/2025	334546	999903 OTP - UB REFUNDS		181689		220 150807		2026/5	10.89
						Total For Check # 334546			10.89
11/26/2025	334547			181698		220 150807		2026/5	53.58
						Total For Check # 334547			53.58
11/26/2025	334548			181699		220 150807		2026/5	19.88
						Total For Check # 334548			19.88
11/26/2025	334549			181671		220 150807		2026/5	71.04
						Total For Check # 334549			71.04
11/26/2025	334550			181676		220 150807		2026/5	38.71
						Total For Check # 334550			38.71
11/26/2025	334551			181677		220 150807		2026/5	11.24
						Total For Check # 334551			11.24
11/26/2025	334552			181695		220 150807		2026/5	22.72
						Total For Check # 334552			22.72
11/26/2025	334553			181694		220 150807		2026/5	29.45
						Total For Check # 334553			29.45
11/26/2025	334554			181700		220 150807		2026/5	23.88
						Total For Check # 334554			23.88
11/26/2025	334555			181701		220 150807		2026/5	22.54
						Total For Check # 334555			22.54



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334556			181670	220 150807 Total For Check # 334556		2026/5	72.37 72.37
11/26/2025	334557			181672	220 150807 Total For Check # 334557		2026/5	23.97 23.97
11/26/2025	334558			181669	220 150807 Total For Check # 334558		2026/5	281.22 281.22
11/26/2025	334559			181687	220 150807 Total For Check # 334559		2026/5	55.49 55.49
11/26/2025	334560			181691	220 150807 Total For Check # 334560		2026/5	28.84 28.84
11/26/2025	334561			181688	220 150807 Total For Check # 334561		2026/5	145.12 145.12
11/26/2025	334562			181675	220 150807 Total For Check # 334562		2026/5	114.21 114.21
11/26/2025	334563			181696	220 150807 Total For Check # 334563		2026/5	22.80 22.80
11/26/2025	334564			181686	220 150807 Total For Check # 334564		2026/5	28.84 28.84
11/26/2025	334565			181685	220 150807 Total For Check # 334565		2026/5	21.67 21.67
11/26/2025	334566			181692	220 150807 Total For Check # 334566		2026/5	23.23 23.23
11/26/2025	334567			181683	220 150807 Total For Check # 334567		2026/5	12.32 12.32
11/26/2025	334568			181678	220 150807		2026/5	10.36





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334587	149 AMERICAN ELECTRIC		309-939-0-3 11122025	FY26 ANNUAL AGREEMENT SINGLES	2205415 550250		2026/5	157.73
				883-018-0-0 1112025	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/5	51.50
				046-113-0-1 11132025	FY26 ANNUAL AGREEMENT - SINGLES	2205120 550250		2026/5	274.20
				111-374-0-5 11122025	FY26 ANNUAL AGREEMENT 954-100-813- 2205400 550250			2026/5	1,086.34
				104-967-0-6 11112025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/5	24.20
				952-315-1-1 11112025	FY26 ANNUAL AGREEMENT SINGLES	2205406 550250		2026/5	41.21
				701-710-0-4 11202025	FY26 ANNUAL AGREEMENT - SINGLES	2205406 550250		2026/5	21.88
							Total For Check # 334587		1,657.06
11/26/2025	334589	4935 AMAZON.COM SALES INC		1CH7-PX1V-9143	Dry Erase boards for Bldg Maintenance	2205115 560240		2026/5	272.98
				11XQ-9Q1G-F69Q	Construction Supplies	2205200 560230		2026/5	206.18
				1KK6-KDCK-6PWD	Emily's Office	2205220 560030		2026/5	24.39
				1P1X-VMWQ-R3WC	Construction Supplies	2205200 560230		2026/5	99.00
				171X-R3RF-CRPV	PW Stock	220 141000		2026/5	62.60
				11VH-F3VF-PLFL	for Chris Houck	2205400 560230		2026/5	21.84
				1GC6-NHQ7-NP9D	PW Stock	220 141000		2026/5	131.94
							Total For Check # 334589		818.93
11/26/2025	334591	4929 ANALYTICAL ENVIRONMENTAL	105246		105246 11/17/2025	2205405 530340		2026/5	2,700.00
							Total For Check # 334591		2,700.00
11/26/2025	334592	11 ANCHOR STONE CO		253069409	BLANKET PO FOR BACKFILL AND	2205400 570150	2254400	2026/5	1,357.32
				253000709	BLANKET PO FOR BACKFILL AND	2205400 570150	2254400	2026/5	278.96
				252705209	BLANKET PO (BACKUP BIDDER#2 FOR	2205410 560270		2026/5	1,284.35
				252860509	BLANKET PO (BACKUP BIDDER#2 FOR	2205410 560270		2026/5	314.71
				252783609	BLANKET PO (BACKUP BIDDER#2 FOR	2205410 560270		2026/5	1,362.13
							Total For Check # 334592		4,597.47
11/26/2025	334593	4846 APAC-CENTRAL, INC.		7002357543	BLANKET PO FOR ASPHALT (PRIMARY	2205400 560800		2026/5	2,319.03
				7002353653	BLANKET PO FOR AGGREGATE	2205400 570150	2254400	2026/5	218.37
							Total For Check # 334593		2,537.40
11/26/2025	334595	945 AYS LLC		302281	302281 NOV 12, 2025	2205403 540280		2026/5	108.00
				302282	302282 NOV 12, 2025	2205403 540280		2026/5	108.00
							Total For Check # 334595		216.00
11/26/2025	334596	885 ATWOOD DISTRIBUTING LP	3679		BLANKET PO SAFETY SHOES & MISC	2205305 560100		2026/5	139.99



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334599	4674 BOOT BARN INC		INV00531426 INV00531425 INV00531424 INV00531423 INV00531415	BLANKET PO - BOOT BARN BLANKET PO - BOOT BARN BLANKET PO - BOOT BARN BLANKET PO - BOOT BARN BLANKET PO - BOOT BARN	2205305 560100 2205305 560100 2205010 560100 2205010 560100 2205010 560100	2026/5 2026/5 2026/5 2026/5 2026/5	179.99 200.00 161.95 179.99 157.49
						Total For Check # 334599		879.42
11/26/2025	334601	3 BRENNTAG SOUTHWEST INC	BSW661294		BLANKET PO - CHLORINE	2205405 560340	2026/5	57,212.40
						Total For Check # 334601		57,212.40
11/26/2025	334603	20 BROKEN ARROW LAWN &	128500 128521		BLANKET PO FOR MISC BLANKET PO FOR MISC	2205305 560230 2205305 560230	2026/5 2026/5	140.12 12.00
						Total For Check # 334603		152.12
11/26/2025	334605	1436 CHEROKEE PRIDE CONST. INC.	PA 2 WL23080 FINAL S.23030		WL23080 24" Water Transmission Project Melinda Park Northside Basin SS & WL	2205400 570150 2205415 570150	WL23080 S.23030	2026/5 2026/5
						Total For Check # 334605		692,931.53 1,771,163.66 2,464,095.19
11/26/2025	334606	37 CINTAS CORPORATION	5303059301 5303211408 5303211405 5303211404 5303211406 5303211407 5303211410		BLANKET PO FOR ALL DEPARTMENT BLANKET PO FOR ALL DEPARTMENT	2205405 560230 2205120 540280 2205120 560230 2205115 560230 2205120 560230 2205130 560230 2205305 560230	2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5	108.44 41.88 84.88 115.72 46.12 56.94 201.21
						Total For Check # 334606		655.19
11/26/2025	334607	1391 CLEAN THE UNIFORM CO	52156962		52156962	2205130 540310	2026/5	6.60
			52156962		52156962	2205120 540310	2026/5	83.46
			52156962		52156962	2205400 540310	2026/5	114.90
			52156962		52156962	2205415 540310	2026/5	83.07
			52156962		52156962	2205406 540310	2026/5	44.99
			52156962		52156962	2205403 540310	2026/5	58.99
			52156962		52156962	2205115 540310	2026/5	32.39
			52156962		52156962	2205010 540310	2026/5	600.23
			52156962		52156962	2201700 540330	2026/5	3.90



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
			52156962	52156962	2205120 540330		2026/5	25.00
			52156962	52156962	2205400 540330		2026/5	9.48
			52161419	52161419	2205130 540310		2026/5	6.60
			52161419	52161419	2205120 540310		2026/5	87.32
			52161419	52161419	2205400 540310		2026/5	114.90
			52161419	52161419	2205415 540310		2026/5	78.42
			52161419	52161419	2205406 540310		2026/5	44.99
			52161419	52161419	2205403 540310		2026/5	62.18
			52161419	52161419	2205115 540310		2026/5	38.77
			52161419	52161419	2205010 540310		2026/5	600.23
			52161419	52161419	2201700 540330		2026/5	3.90
			52161419	52161419	2205120 540330		2026/5	25.00
			52161419	52161419	2205400 540330		2026/5	9.48
			52162595	526162595	2205130 540310		2026/5	6.60
			52162595	526162595	2205120 540310		2026/5	89.30
			52162595	526162595	2205400 540310		2026/5	114.90
			52162595	526162595	2205415 540310		2026/5	79.67
			52162595	526162595	2205406 540310		2026/5	44.99
			52162595	526162595	2205403 540310		2026/5	65.48
			52162595	526162595	2205115 540310		2026/5	38.77
			52162595	526162595	2205010 540310		2026/5	600.23
			52162595	526162595	2201700 540330		2026/5	3.90
			52162595	526162595	2205120 540330		2026/5	25.00
			52162595	526162595	2205400 540330		2026/5	9.48
			52164189	52164189 NOV 14, 2025	2205410 540310		2026/5	31.92
			52164189	52164189 NOV 14, 2025	2205410 540330		2026/5	7.20
			52164189	52164189 NOV 14, 2025	2205410 540330		2026/5	3.75
			52163071	52163071 NOV 7, 2025	2205405 540310		2026/5	56.94
			52163071	52163071 NOV 7, 2025	2205405 540330		2026/5	20.93
					Total For Check # 334607			3,333.86
11/26/2025	334608	3832 CLOSED LOOP FUND	1360	NOV PAYMENT INV# 1360	2205010 584010		2026/5	30,952.38
			1361	NOV PAYMENT INV# 1361	2205010 584010		2026/5	14,925.37
					Total For Check # 334608			45,877.75
11/26/2025	334611	1270 CORE & MAIN	CNV1000018252	SCD-PRO-4GATCD SENSAPHONE	2205415 560410		2026/5	1,993.95
			CNV1000018249	PW Stock	220 141000		2026/5	412.50
					Total For Check # 334611			2,406.45



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334612	4794 DAIOHS FIRST CHOICE		TU-850403	TU-850403 11/13/2025	2205205 560230		2026/5	82.49
						Total For Check # 334612			82.49
11/26/2025	334615	1356 DESERT DIAMOND INDUSTRIES	INV-007974		req by Tommy K - blades	2205403 560240		2026/5	2,470.00
						Total For Check # 334615			2,470.00
11/26/2025	334616	3287 DETECTION INSTRUMENTS	1229-62024		1229-62024 11/13/2025	2205415 560310		2026/5	1,262.20
						Total For Check # 334616			1,262.20
11/26/2025	334617	3307 DP SUPPLY		035204	035204 JUNE 18, 2025	2205415 570150	S.23030	2026/5	500.00
				035163	035163 JUNE 18, 2025	2205415 570150	S.23030	2026/5	419.00
						Total For Check # 334617			919.00
11/26/2025	334618	2168 EAGLE REDI-MIX CONCRETE	848956		848956 OCT 1, 2025	2205415 570150	S.23030	2026/5	1,485.00
			833156		833156 JULY 29, 2025	2205415 570150	S.23030	2026/5	590.00
			833158		833158 JULY 29, 2025	2205415 570150	S.23030	2026/5	2,970.00
						Total For Check # 334618			5,045.00
11/26/2025	334620	2107 EMPIRE PRINTING		62056	SHIRTS FOR DERRIEL BYNUM	2205406 560100		2026/5	222.18
						Total For Check # 334620			222.18
11/26/2025	334621	399 ENVIRONMENTAL		059577	Watson Marlow tubing used for a feed	2205405 560230		2026/5	1,255.00
						Total For Check # 334621			1,255.00
11/26/2025	334623	1231 AT&T MOBILITY LLC	19339297X11082025		287319339297X11082025	2205200 550220		2026/5	51.89
			19339297X11082025		287319339297X11082025	2205405 550540		2026/5	160.47
			19339297X11082025		287319339297X11082025	2205415 550540		2026/5	80.08
			19339297X11082025		287319339297X11082025	2205205 550540		2026/5	51.89
			19339297X11082025		287319339297X11082025	2205010 550540		2026/5	188.28
			19339297X11082025		287319339297X11082025	2205115 550540		2026/5	40.04
			19339297X11082025		287319339297X11082025	2205400 550540		2026/5	120.12
			19339297X11082025		287319339297X11082025	2205305 550540		2026/5	260.94
			19339297X11082025		287319339297X11082025	2205230 550540		2026/5	51.89
			19339297X11082025		287319339297X11082025	2205401 550540		2026/5	80.08
			19339297X11082025		287319339297X11082025	2205130 550540		2026/5	338.34
			19339297X11082025		287319339297X11082025	2205205 560240		2026/5	4,509.25
						Total For Check # 334623			5,933.27



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334626	900 FORTILINE INC		7149540	METER BOX - URGENT NEED	2205406 560380 Total For Check # 334626		2026/5	13,426.60 13,426.60
11/26/2025	334629	153 GELLCO UNIFORMS & SHOES	00302774		BLANKET PO FOR UNIFORMS/BOOTS	2205403 560100 Total For Check # 334629		2026/5	113.99 113.99
11/26/2025	334630	1256 GEODECA LLC		2509074	2509074 11/03/2025	2205305 530870 Total For Check # 334630		2026/5	898.00 898.00
11/26/2025	334631	5427 GEOTECH ENVIROMENTAL		IN00815817	geotech pump tube - Ashley Rhea	2205404 560230 Total For Check # 334631		2026/5	469.08 469.08
11/26/2025	334634	76 GRAINGER		9712800052	49P418 Lifting Magnet,800 lb Flat Cap.,6 in	2205415 560240 Total For Check # 334634		2026/5	766.18 766.18
11/26/2025	334637	4978 HIPOWER SYSTEMS		2025-207	2025-207 10/31/2025	2205415 540280 Total For Check # 334637		2026/5	168.63 168.63
11/26/2025	334639	2851 IDENTIFIX INC		483312-25	483312-25 11/06/2025	2205120 540550 Total For Check # 334639		2026/5	1,428.00 1,428.00
11/26/2025	334640	1582 IMPERIAL LLC		043408108	0434308108 11/18/2025	2201700 550890 Total For Check # 334640		2026/5	70.17 70.17
11/26/2025	334641	115 INCOG		227572	227572 07/01/2025	2205210 530850 Total For Check # 334641		2026/5	4,500.00 4,500.00
11/26/2025	334642	117 INLAND TRUCK PARTS &		IN-1904670	UNIT # 2017	2205010 540200 Total For Check # 334642		2026/5	6,961.52 6,961.52
11/26/2025	334643	3537 J & J BOWERS LAWN CARE		2501103	2501103 11/03/2025	2205415 540280 Total For Check # 334643		2026/5	2,700.00 2,700.00
11/26/2025	334644	5131 KEVIN BEHE		14914	CITY COUNCIL 07/14/25	2205100 540070		2026/5	1.19
				14914	CITY COUNCIL 07/14/25	2205120 540070		2026/5	0.48
				14914	CITY COUNCIL 07/14/25	2205305 540070		2026/5	0.36
				14914	CITY COUNCIL 07/14/25	2205410 540070		2026/5	5.60

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CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
	14913	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
	14913	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
	14913	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
	14913	CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
	14915	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
	14915	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
	14915	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
	14915	CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
	14919	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.43
	14919	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.57
	14919	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.43
	14919	CITY COUNCIL 07/14/25	2205410 540070	2026/5	6.73
	14918	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.43
	14918	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.57
	14918	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.43
	14918	CITY COUNCIL 07/14/25	2205410 540070	2026/5	6.73
	14917	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.43
	14917	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.57
	14917	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.43
	14917	CITY COUNCIL 07/14/25	2205410 540070	2026/5	6.73
	14916	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.72
	14916	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.29
	14916	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.21
	14916	CITY COUNCIL 07/14/25	2205410 540070	2026/5	3.36
	14912	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
	14912	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
	14912	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
	14912	CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
	14920	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.72
	14920	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.29
	14920	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.21
	14920	CITY COUNCIL 07/14/25	2205410 540070	2026/5	3.36
	14921	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.55
	14921	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.62
	14921	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.46
	14921	CITY COUNCIL 07/14/25	2205410 540070	2026/5	7.29
	14924	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
	14924	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38

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CHECK DATE	CHECK #	VENDOR	PROJECT	YEAR/PERIOD	AMOUNT
NAME	INVOICE	DESCRIPTION	G/L NUMBER		
	14924	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
	14924	CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
	15043	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
	15043	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
	15043	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
	15043	CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
	15060	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
	15060	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
	15060	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
	15060	CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
	14931	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.19
	14931	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.48
	14931	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.36
	14931	CITY COUNCIL 07/14/25	2205410 540070	2026/5	5.60
	15062	CITY COUNCIL 07/14/25	2205100 540070	2026/5	3.10
	15062	CITY COUNCIL 07/14/25	2205120 540070	2026/5	1.24
	15062	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.93
	15062	CITY COUNCIL 07/14/25	2205410 540070	2026/5	14.57
	14930	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.43
	14930	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.57
	14930	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.43
	14930	CITY COUNCIL 07/14/25	2205410 540070	2026/5	6.73
	14929	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.55
	14929	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.62
	14929	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.46
	14929	CITY COUNCIL 07/14/25	2205410 540070	2026/5	7.29
	14927	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
	14927	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
	14927	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
	14927	CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
	14923	CITY COUNCIL 07/14/25	2205100 540070	2026/5	0.95
	14923	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.38
	14923	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.29
	14923	CITY COUNCIL 07/14/25	2205410 540070	2026/5	4.48
	14922	CITY COUNCIL 07/14/25	2205100 540070	2026/5	1.43
	14922	CITY COUNCIL 07/14/25	2205120 540070	2026/5	0.57
	14922	CITY COUNCIL 07/14/25	2205305 540070	2026/5	0.43
	14922	CITY COUNCIL 07/14/25	2205410 540070	2026/5	6.73





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11/26/2025	334660	176 OKLAHOMA ONE CALL SYSTEM	2025M0143		2025M0143 11/17/2025	2205400 530850		2026/5	48,236.00
						Total For Check # 334660			48,236.00
11/26/2025	334664	232 PREFERRED BUSINESS	INV275734		INV275734 11/18/2025	2205010 540550		2026/5	127.14
			INV275734		INV275734 11/18/2025	2205406 540550		2026/5	51.15
						Total For Check # 334664			178.29
11/26/2025	334665	4508 C A ASSETS LLC	164416		164416 11/04/2025	2205120 540070		2026/5	345.00
						Total For Check # 334665			345.00
11/26/2025	334666	4298 PRO-LINE FENCE & GATE LLC	566		Fence along 7507 S. Juniper Pl.	2205305 540280		2026/5	2,498.00
						Total For Check # 334666			2,498.00
11/26/2025	334668	4816 RIVER CITY HYDRAULICS INC	63182		UNIT # 2209	2205010 540200		2026/5	566.79
						Total For Check # 334668			566.79
11/26/2025	334670	5540 ROUTE 66 ENGINEERING, LLC	INV-2025-2172		Professional Consultant Agreement-Route	2205205 530870	S.26040	2026/5	5,000.00
						Total For Check # 334670			5,000.00
11/26/2025	334671	1725 RUSH TRUCK CENTERS OF	3043933812		unit # 2576	2205010 540200		2026/5	1,399.94
						Total For Check # 334671			1,399.94
11/26/2025	334672	84 SAF T GLOVE INC	1049479-00		PW STOCK ORDER	220 141000		2026/5	319.18
						Total For Check # 334672			319.18
11/26/2025	334678	969 SHERWOOD CONSTRUCTION	288038		288038 SEPT 29, 2025	2205400 570150	WL23080	2026/5	3,867.55
			283011		283011 JULY 24, 2025	2205415 570150	S.23030	2026/5	558.45
			278477		278477 JUNE 3, 2025	2205415 570150	S.23030	2026/5	1,662.94
			278478		278478 JUNE 3, 2025	2205415 570150	S.23030	2026/5	1,250.41
			83851		83851 JULY 28, 2025	2205415 570150	S.23030	2026/5	1,642.55
			83780		83780 JUNE 5, 2025	2205415 570150	S.23030	2026/5	2,408.25
			83776		83776 JUNE 3, 2025	2205415 570150	S.23030	2026/5	1,711.45
			279395		279395 JUNE 13, 2025	2205415 570150	S.23030	2026/5	1,348.72
						Total For Check # 334678			14,450.32
11/26/2025	334680	303 SMITH FARM & GARDEN CO	107270		BLANKET PO FOR MISC. PARTS	2205305 560240		2026/5	824.00
						Total For Check # 334680			824.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/26/2025	334681	3932 SOONER LOCK & KEY INC		118194225	BLANKET PO FOR KEYS	2205130 560230 Total For Check # 334681		2026/5	62.41 62.41
11/26/2025	334687	234 STOREY TOWING LLC		60478	60478 11/14/2025	2205405 540200 Total For Check # 334687		2026/5	292.50 292.50
11/26/2025	334689	895 TELEDYNE INSTRUMENTS, INC	S020742934		Autosampler replacement parts	2205410 560340 Total For Check # 334689		2026/5	1,233.00 1,233.00
11/26/2025	334691	1104 TIGER, INC.		1025240182 1025240210	1025240182 11/18/2025 102520210 11/18/2025	2205120 550240 2205120 550240 Total For Check # 334691		2026/5 2026/5	82.40 15.84 98.24
11/26/2025	334698	1489 TULSA HEALTH DEPARTMENT	NV2511012		NV2511012 NOV 4, 2025	2205404 530340 Total For Check # 334698		2026/5	4,335.00 4,335.00
11/26/2025	334700	1496 TWIN CITIES READY MIX INC	314059 314060		BLANKET PO FOR MISC BLANKET PO FOR MISC	2205305 560270 2205415 560270 Total For Check # 334700		2026/5 2026/5	322.00 1,058.82 1,380.82
11/26/2025	334702	744 UNITED RENTALS, INC		254190410-002	BLANKET PO FOR MISC RENTALS	2205410 540320 Total For Check # 334702		2026/5	1,725.80 1,725.80
11/26/2025	334703	3262 HD SUPPLY, INC		INV00876575	Laboratory supplies	2205410 560340 Total For Check # 334703		2026/5	592.32 592.32
11/26/2025	334704	44 UTILITY SUPPLY		217385 213954 213955 214851 215215 215638 215674 215795 215721 216337 216229 216226	217385 OCT 6, 2025 213954 JULY 30, 2025 213955 JULY 30, 2025 214851 AUG 19, 2025 215215 AUG 26, 2025 215638 AUG 29, 2025 215674 SEPT 3, 2025 215795 SEPT 8, 2025 215721 SEPT 4, 2025 216337 SEPT 19, 2025 216229 SEPT 18, 2025 216226 SEPT 18, 2025	2205400 570150 2205400 570150	WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080 WL23080	2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5 2026/5	7,000.50 2,208.00 3,835.06 4,017.00 3,522.00 28,881.00 4,582.45 4,002.00 107,102.16 2,283.00 1,245.00 2,890.05





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				182419	Payroll Run 1 - Warrant 251121	220 218480		2026/5	5,668.70
				182419	Payroll Run 1 - Warrant 251121	220 218590		2026/5	1,606.01
						Total For Check # 334721			11,480.09
12/04/2025	334728	999900 OTP - AR REFUNDS		REC-035520-2025		22062 444110		2026/6	47.00
						Total For Check # 334728			47.00
12/04/2025	334733	1987 SURENCY LIFE & HEALTH INS.	182416		Payroll Run 1 - Warrant 251121	220 218460		2026/5	217.75
						Total For Check # 334733			217.75
12/04/2025	334735	1739 WAGONER CO RRWD DISTRICT	3900501 12152025 3933701 12152025 1068701 12152025 3729401 12152025 3729501 12152025 1367301 12152025	390051 OCT 15-NOV 13, 2025 8003 E 3933701 OCT 15-NOV 13, 2025 3515 E 1068701 1 OCT 16-NOV 19, 2025 6601 S 3729401 OCT 15-NOV 13, 2025 4300 E 3729501 OCT 15-NOV 13, 2025 4300 E 1367301 OCT 15-NOV 13, 2025 2750 N	2205415 550230 2205415 550230 2205415 550230 2201700 550230 2201700 550230 2205415 550230		2026/6	16.50	
						Total For Check # 334735			1,150.81
12/04/2025	334737	489 ADMIRAL EXPRESS LLC	208619-S 208507-S	208619-S OCT 2025 208507-S OCT 2025		2205205 560030 2205405 560030		2026/6	811.06
						Total For Check # 334737			909.62
12/04/2025	334738	149 AMERICAN ELECTRIC	959-364-3-2 11172025 146-862-0-5 11172025 683-103-0-8 071725CM 847-581-0-4 071725CR 847-581-0-4 11132025 925-948-5-1 11212025 740-838-0-8 11202025 304-214-4-7 11202025 568-468-0-4 11202025 965-664-0-3 11202025 970-788-0-2 11202025 333-030-0-6 11192025 626-029-0-4 11192025 401-274-0-3 11192025 001-501-0-9 11142025 384-392-0-9 11142025	FY26 ANNUAL AGREEMENT SINGLES FY26 ANNUAL AGREEMENT SINGLES CORRECTION CORRECTION FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT 951-925-948- FY26 ANNUAL AGREEMENT - SINGLES FY26 ANNUAL AGREEMENT - SINGLES	2205100 550250 2205406 550250 2205406 550250 2205406 550250 2205406 550250 2205305 550250 2205406 550250		2026/6	1,354.98	
								2026/6	68.17
								2026/6	-200.81
								2026/6	23.57
								2026/6	24.01
								2026/6	382.62
								2026/6	24.01
								2026/6	24.01
								2026/6	26.30
								2026/6	26.93
								2026/6	24.01
								2026/6	24.01
								2026/6	24.31
								2026/6	67.03
								2026/6	24.01
								2026/6	24.01
								2026/6	24.01





CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
12/04/2025	334754	2083 CHEMTRADE CHEMICALS US	90325362		BLANKET PO FOR LIQUID AMMONIUM	2205405 560340		2026/6	17,978.40
						Total For Check # 334754			17,978.40
12/04/2025	334756	37 CINTAS CORPORATION	9348713711		BLANKET PO FOR ALL DEPARTMENT	2205405 540280		2026/6	292.63
						Total For Check # 334756			292.63
12/04/2025	334757	996 CITY OF BROKEN ARROW	182413		Payroll Run 1 - Warrant 251121	220 218180		2026/5	636.24
			182413		Payroll Run 1 - Warrant 251121	220 218360		2026/5	4,670.05
						Total For Check # 334757			5,306.29
12/04/2025	334759	1391 CLEAN THE UNIFORM CO	52165274		52165274 NOV 21, 2025	2205410 540310		2026/6	31.92
			52165274		52165274 NOV 21, 2025	2205410 540330		2026/6	0.34
			52165274		52165274 NOV 21, 2025	2205410 540330		2026/6	3.75
			52151445		52151445 AUG 27, 2025	2205100 540330		2026/6	3.92
			52140166		52140166 JUNE 18, 2025	2205100 540330		2026/6	3.92
			52164809		52164809 NOV 19, 2025	2205100 540330		2026/6	3.92
			52162594		52162594 NOV 5, 2025	2205100 540330		2026/6	3.92
			52160313		52160313 OCT 22, 2025	2205100 540330		2026/6	3.92
			52158082		52158082 OCT 8, 2025	2205100 540330		2026/6	3.92
						Total For Check # 334759			59.53
12/04/2025	334760	4393 CLOUDPOINT GEOSPATIAL INC	INV-06298		Monthly Managed Services	2201205 530870		2026/6	7,250.00
						Total For Check # 334760			7,250.00
12/04/2025	334761	5323 COLUMN SOFTWARE PBC	B6BD5005-0259		B6BD5005-0259 OCT 10, 2025	2205405 570150	2154350	2026/6	373.01
			B6BD5005-0256		B6BD5005-0256 OCT 8, 2025	2205415 570160	S.26020	2026/6	61.69
			B6BD5005-0268		B6BD5005-0268 NOV 18, 2025	2205130 550050		2026/6	159.41
						Total For Check # 334761			594.11
12/04/2025	334762	882 COX COMMUNICATIONS	076689001 10242025		001 6311 076689001 OCT 24, 2025	2205100 550540		2026/6	22.08
			076689001 10242025		001 6311 076689001 OCT 24, 2025	2205120 550540		2026/6	160.00
			076689001 10242025		001 6311 076689001 OCT 24, 2025	2205410 550540		2026/6	98.99
						Total For Check # 334762			281.07
12/04/2025	334767	634 DELL MARKETING L.P.	10849011766		Rugged Laptop for Travis Schemonia	2205415 560240		2026/6	2,489.90
						Total For Check # 334767			2,489.90
12/04/2025	334769	3204 EAGLE ENVIRONMENTAL	1984		SW24080	2205210 530870	SW24080	2026/6	500.00



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Check # 334769									
12/04/2025	334771	2107 EMPIRE PRINTING	61722		BEANIES -CUSTOMIZED	2205400 560100		2026/6	1,381.12
			61990		Hooded Sweatshirts	2205410 560100		2026/6	378.56
			61992		edith order	2205401 560100		2026/6	136.71
			61876		Shirts for Tasha	2205130 560100		2026/6	102.00
						Total For Check # 334771			1,998.39
12/04/2025	334772	399 ENVIRONMENTAL	059575		530UN/REL 115/230V 1PH 50/60Hz NEMA	2205405 560450		2026/6	23,600.00
						Total For Check # 334772			23,600.00
12/04/2025	334774	900 FORTILINE INC	7116150		BID NO 25.170 24" WL WACO TO	2205400 570150	WL23080	2026/6	10,621.23
						Total For Check # 334774			10,621.23
12/04/2025	334777	674 GARVER ENGINEERS	2401099-11		Old Town W/L Storm Improvements	2205400 570160	2254401	2026/6	3,525.50
			2401215-6		2025 On Call Water Modeling	2205205 530870	2552130	2026/6	3,124.50
			2401110-10		2554620 Water Master Plan	2205400 570160	2554620	2026/6	28,062.04
						Total For Check # 334777			34,712.04
12/04/2025	334778	153 GELLCO UNIFORMS & SHOES	00302775		For :Jared Breen ; request by Matt Duran	2205305 560100		2026/6	374.97
						Total For Check # 334778			374.97
12/04/2025	334779	1256 GEODECA LLC	2506043		2506043 JUNE 26, 2025	2205210 530870		2026/6	806.00
			2507050		Geodeca On Call Services 2652040	2205205 530870	2652040	2026/6	7,300.00
			2509076		Geodeca On Call Services 2652040	2205205 530870	2652040	2026/6	5,240.00
			2304020C		Geodeca On Call Services 2652040	2205205 530870	2652040	2026/6	420.00
			2511099		Geodeca On Call Services 2652040	2205205 530870	2652040	2026/6	760.00
						Total For Check # 334779			14,526.00
12/04/2025	334782	76 GRAINGER	9724151593		Bulbs used for indicator lights. 4VCW4 0.1	2205405 560230		2026/6	639.18
			9723863685		19RZ17 Pressure Gauge,Liquid Filled,0 to	2205405 560450		2026/6	109.45
						Total For Check # 334782			748.63
12/04/2025	334784	106 HACH COMPANY	14756112		BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/6	1,926.00
			14756112A		BLANKET PO CHEM/LAB SUPPLIES	2205404 560340		2026/6	-452.18
						Total For Check # 334784			1,473.82
12/04/2025	334785	4111 HAMPSHIRE INDUSTRIAL	251133		251133 11/18/2025	2205405 540320		2026/6	1,650.00

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Total For Check # 334785									
12/04/2025	334786	1144 HDR, INC	1200773037	2554690 Waste Water Master Plan Update	2205415 570160	2554690	2026/6	34,400.21	
			1200764171	2554690 Waste Water Master Plan Update	2205415 570160	2554690	2026/6	71,987.94	
			1200773074	VRWTP Raw Water Pump Agreement	2205405 570160	2454140	2026/6	4,231.81	
			1200773005	CITY COUNCIL APPROVED 04/01/25	2205400 570160	2554730	2026/6	22,886.49	
			1200777053	VRWTP On site Hypochlorite Brine Tank	2205405 570160	2154350	2026/6	10,481.20	
						Total For Check # 334786		143,987.65	
12/04/2025	334787	5440 HHM FACILITY MANAGEMENT,	169344	CUSTODIAL BID# 25.161	2205305 540070		2026/6	10.79	
			169344	CUSTODIAL BID# 25.161	2201700 540280		2026/6	38.84	
			169345	CUSTODIAL BID# 25.161	2205305 540070		2026/6	6.47	
			169345	CUSTODIAL BID# 25.161	2201700 540280		2026/6	23.30	
			169342	CUSTODIAL BID# 25.161	2205305 540070		2026/6	80.92	
			169342	CUSTODIAL BID# 25.161	2201700 540280		2026/6	291.30	
			169354	CUSTODIAL BID# 25.161	2205305 540070		2026/6	48.55	
			169354	CUSTODIAL BID# 25.161	2201700 540280		2026/6	174.78	
			169355	CUSTODIAL BID# 25.161	2205305 540070		2026/6	9.58	
			169355	CUSTODIAL BID# 25.161	2201700 540280		2026/6	34.47	
			169341	CUSTODIAL BID# 25.161	2205305 540070		2026/6	9.44	
			169341	CUSTODIAL BID# 25.161	2201700 540280		2026/6	33.98	
			169352	CUSTODIAL BID# 25.161	2205305 540070		2026/6	37.76	
			169352	CUSTODIAL BID# 25.161	2201700 540280		2026/6	135.94	
			169353	CUSTODIAL BID# 25.161	2205305 540070		2026/6	43.16	
			169353	CUSTODIAL BID# 25.161	2201700 540280		2026/6	155.36	
			169350	CUSTODIAL BID# 25.161	2205305 540070		2026/6	15.10	
			169350	CUSTODIAL BID# 25.161	2201700 540280		2026/6	54.38	
			169349	CUSTODIAL BID# 25.161	2205305 540070		2026/6	25.89	
			169349	CUSTODIAL BID# 25.161	2201700 540280		2026/6	93.21	
			169351	CUSTODIAL BID# 25.161	2205305 540070		2026/6	3.51	
			169351	CUSTODIAL BID# 25.161	2201700 540280		2026/6	12.62	
			169348	CUSTODIAL BID# 25.161	2205305 540070		2026/6	26.97	
			169348	CUSTODIAL BID# 25.161	2201700 540280		2026/6	97.10	
			169347	CUSTODIAL BID# 25.161	2205305 540070		2026/6	33.71	
			169347	CUSTODIAL BID# 25.161	2201700 540280		2026/6	121.37	
			169346	CUSTODIAL BID# 25.161	2205305 540070		2026/6	133.51	
			169346	CUSTODIAL BID# 25.161	2201700 540280		2026/6	480.64	
			169343	CUSTODIAL BID# 25.161	2205305 540070		2026/6	40.46	



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NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
	169343	CUSTODIAL BID# 25.161	2201700 540280		2026/6	145.65
	169458	CUSTODIAL BID# 25.161	2205305 540070		2026/6	9.58
	169458	CUSTODIAL BID# 25.161	2201700 540280		2026/6	34.47
			Total For Check # 334787			2,462.81
POWER SYSTEMS	2025-210	CITY COUNCIL APPROVED 06/16/25	2205415 540280		2026/6	3,082.11
			Total For Check # 334789			3,082.11
PLY MATERIAL HANDLING &	140019739	unit 0215	2205403 540200		2026/6	694.10
			Total For Check # 334790			694.10
IN BEHE	15146	CITY COUNCIL 07/14/25	2205100 540070		2026/6	0.95
	15146	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.38
	15146	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.29
	15146	CITY COUNCIL 07/14/25	2205410 540070		2026/6	4.48
	15159	CITY COUNCIL 07/14/25	2205100 540070		2026/6	1.19
	15159	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.48
	15159	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.36
	15159	CITY COUNCIL 07/14/25	2205410 540070		2026/6	5.60
	15279	CITY COUNCIL 07/14/25	2205100 540070		2026/6	1.19
	15279	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.48
	15279	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.36
	15279	CITY COUNCIL 07/14/25	2205410 540070		2026/6	5.60
	15260	CITY COUNCIL 07/14/25	2205100 540070		2026/6	1.19
	15260	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.48
	15260	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.36
	15260	CITY COUNCIL 07/14/25	2205410 540070		2026/6	5.60
	15259	CITY COUNCIL 07/14/25	2205100 540070		2026/6	1.19
	15259	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.48
	15259	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.36
	15259	CITY COUNCIL 07/14/25	2205410 540070		2026/6	5.61
	15258	CITY COUNCIL 07/14/25	2205100 540070		2026/6	0.95
	15258	CITY COUNCIL 07/14/25	2205120 540070		2026/6	0.38
	15258	CITY COUNCIL 07/14/25	2205305 540070		2026/6	0.29
	15258	CITY COUNCIL 07/14/25	2205410 540070		2026/6	4.48
			Total For Check # 334796			42.73



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			21003	89U647	2205010 560190			2026/6	2,633.34
			21026	2272926	2205010 560200			2026/6	141.82
			21026	2253989	2205010 560200			2026/6	69.56
			21026	6771	2205010 560200			2026/6	46.90
			21026	6770	2205010 560200			2026/6	81.74
			21026	15W40BULK	2205010 560210			2026/6	126.48
			21027	400106	2205010 560200			2026/6	20.80
			21027	1791	2205010 560200			2026/6	20.04
			21027	2803	2205010 560200			2026/6	56.05
			21027	15W40BULK	2205010 560210			2026/6	133.92
			21028	G0205451	2205010 560230			2026/6	68.88
			21028		2205010 560230			2026/6	107.56
			21042	600001	2205010 560200			2026/6	66.65
			21042	550433	2205010 560200			2026/6	63.72
			21043	5473296RX	2205010 560200			2026/6	-66.50
			21043	6382091RX	2205010 560200			2026/6	-266.00
			21043	3798351RX	2205010 560200			2026/6	-665.00
			21149	FG1354	2205305 560200			2026/6	346.96
			21154	9979	2205305 560200			2026/6	29.44
			21154	2330	2205305 560200			2026/6	33.32
			21154	2816	2205305 560200			2026/6	21.64
			21154	1820	2205305 560200			2026/6	9.37
			21154	600078	2205305 560200			2026/6	59.87
			21154	3690	2205305 560200			2026/6	11.63
			21154	15W40BULK	2205305 560210			2026/6	43.08
			21155	3683	2205305 560200			2026/6	37.20
			21155	7100	2205305 560200			2026/6	22.04
			21155	RD41162150	2205305 560200			2026/6	42.41
			21155	85W140BULK	2205305 560210			2026/6	45.04
			21168	789DEF	2205415 560210			2026/6	1,022.12
			21179	7182	2205400 560200			2026/6	10.71
			21179	3965	2205400 560200			2026/6	32.80
			21179	600564	2205400 560200			2026/6	34.14
			21179	500705	2205400 560200			2026/6	68.85
			21179	15W40BULK	2205400 560210			2026/6	57.44
			21181	147295	2205305 560200			2026/6	26.91
			21181	147296	2205305 560200			2026/6	87.76
			21183	2413	2205120 560230			2026/6	6.34

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NAME	INVOICE	DESCRIPTION	G/L NUMBER		
021310	6232	2205405 560210		2026/6	113.78
021320	HDRTU1GAL	2205010 560210		2026/6	51.48
021320	122492	2205010 560210		2026/6	81.76
021320	789DEF	2205010 560210		2026/6	1,022.12
021328	MTP65HD	2205406 560200		2026/6	133.01
021334	9L3Z9H307D	2205406 560200		2026/6	434.74
021336	F013868	2205405 560190		2026/6	386.56
021342	388BDM	2205010 560190		2026/6	1,313.32
021344	388BDM	2205010 560190		2026/6	656.66
021344	F003159	2205010 560190		2026/6	1,609.06
021348	31MHD	2205400 560200		2026/6	297.02
021353	7000100	2205405 560230		2026/6	95.01
021445	1372	2205400 560200		2026/6	4.25
021445	230266	2205400 560200		2026/6	10.91
021445	200906	2205400 560200		2026/6	18.53
021445	20811	2205400 560210		2026/6	23.61
021445	115	2205400 560210		2026/6	14.44
021445	5W30BULK	2205400 560210		2026/6	33.12
021446	601051	2205410 560200		2026/6	80.52
021446	600103	2205410 560200		2026/6	91.98
021446	500925	2205410 560200		2026/6	121.58
021446	9520	2205410 560200		2026/6	44.88
021446	7909	2205410 560200		2026/6	31.55
021446	15W40BULK	2205410 560210		2026/6	136.42
021447	329	2205410 560200		2026/6	138.62
021447	1348	2205410 560200		2026/6	4.25
021447	950011K	2205410 560200		2026/6	31.20
021455	FT880422	2205406 560200		2026/6	169.46
021463	MTP94RH7	2205400 560200		2026/6	141.44
021473	F013868	2205400 560190		2026/6	386.56
021475	55372572AB	2205400 560200		2026/6	105.00
021476	280039	2205010 560200		2026/6	108.82
021476		2205010 560200		2026/6	38.40
021262	388BDM	2205010 560190		2026/6	1,313.32
021283	6997042	2205120 560240		2026/6	127.72
021283	5774600	2205120 560240		2026/6	496.10
021283		2205120 560240		2026/6	49.99
021298	1757950	2205406 560190		2026/6	124.00

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	G/L NUMBER	YEAR/PERIOD	AMOUNT
			021303	4384138			2205400 560210	2026/6	189.03
			021307	MTX48H6			2205305 560200	2026/6	259.56
							Total For Check # 334809		25,726.12
12/04/2025	334810		021405	46AW2BULK			2205010 560210	2026/6	24.13
			021415	46AWBULK			2205010 560210	2026/6	22.68
			021421	4376837			2205210 560200	2026/6	56.54
			021424	2095772			2205400 560200	2026/6	61.33
			021439	789DEF			2205403 560210	2026/6	22.22
			21015	2413			2205120 560230	2026/6	6.34
			21016	8822			2205120 560230	2026/6	22.47
			21031	10873			2205010 560210	2026/6	57.62
			21033	7051014			2205010 560200	2026/6	2.04
			21033	5526100			2205010 560200	2026/6	51.73
			21037	SL3121			2205415 560230	2026/6	12.09
			21037	1752540			2205415 560230	2026/6	76.08
			21045	2866636			2205010 560200	2026/6	28.38
			21046	HDRTU1GAL			2205010 560210	2026/6	51.48
			21163	1358			2205305 560200	2026/6	6.36
			21163	6438			2205305 560200	2026/6	16.92
			21163	2985			2205305 560200	2026/6	14.89
			21163	15W40BULK			2205305 560210	2026/6	3.59
			21167	100255			2205406 560200	2026/6	4.25
			21167	0W20BULK			2205406 560210	2026/6	28.64
			021312	7060			2205405 560200	2026/6	4.25
			021312	2725			2205405 560200	2026/6	15.92
			021312	20811			2205405 560210	2026/6	23.61
			021312	115			2205405 560210	2026/6	14.44
			021312	5W20BULK			2205405 560210	2026/6	23.66
			021316	9848			2205305 560200	2026/6	195.23
			021316	9848			2205305 560200	2026/6	18.00
			021316	9848			2205305 560200	2026/6	-18.00
			021316	MTX48H6			2205305 560200	2026/6	-259.56
			021324	7045			2205406 560200	2026/6	4.25
			021324	230129			2205406 560200	2026/6	8.88
			021324	2488			2205406 560200	2026/6	13.80
			021324	75110			2205406 560210	2026/6	29.76
			021330	49332			2205305 560200	2026/6	52.41



CHECK DATE CHECK # VENDOR

NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
021335	HDRTU1GAL	2205010 560210	2026/6	51.48	
021340	25080948HD	2205010 560200	2026/6	57.40	
021351	318524	2205120 560230	2026/6	28.64	
021352	J86107607	2205010 560200	2026/6	17.56	
021352	75200	2205010 560210	2026/6	13.74	
021442	550049485	2205410 560210	2026/6	19.53	
021443	6231	2205305 560210	2026/6	58.38	
021450	1372	2205120 560200	2026/6	4.25	
021450	5W30BULK	2205120 560210	2026/6	28.98	
021451	FT7991	2205406 560200	2026/6	72.89	
021456	68378369AF	2205406 560190	2026/6	78.40	
021457	1372	2205120 560200	2026/6	4.25	
021457	5W20BULK	2205120 560210	2026/6	20.28	
021457	RTU1GAL	2205120 560230	2026/6	8.61	
021457	490	2205120 560230	2026/6	13.89	
021466	0710843004	2205010 560200	2026/6	57.27	
021269	7265	2205120 560230	2026/6	48.12	
021278	1615132011	2205120 560200	2026/6	26.18	
021287	789DEF	2205400 560210	2026/6	22.22	
021290	5W30BULK	2205120 560200	2026/6	28.98	
021290	1372	2205120 560200	2026/6	4.25	
021290	9883	2205120 560200	2026/6	12.73	
Total For Check # 334810					1,374.46
021406	34874	2205010 560190	2026/6	5.00	
021414	NPB22	2205010 560200	2026/6	16.24	
021432	4520599	2205403 560200	2026/6	6.52	
021432	3B4505	2205403 560200	2026/6	0.84	
021432	5C7261	2205403 560200	2026/6	1.56	
021432	7Y6190	2205403 560200	2026/6	8.16	
021438	AHDWMMPHDC1	2205305 560200	2026/6	7.84	
21019	H5552	2205010 560200	2026/6	7.12	
21021	25676	2205010 560230	2026/6	5.05	
21025	7AH00063SP	2205010 560200	2026/6	16.86	
21036	3079	2205010 560230	2026/6	12.74	
21044	HT1250XL	2205120 560230	2026/6	11.64	
21156	W80528	2205415 560230	2026/6	5.61	
21175	PKA0F3	2205305 560230	2026/6	3.64	



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
			21177	SW050	2205305 560230		2026/6	3.29
			21177	PKA0F3	2205305 560230		2026/6	-3.64
			021309	1255H11N	2205406 560200		2026/6	17.16
			021311	789DEF	2205403 560210		2026/6	11.11
			021315	789DEF	2205415 560200		2026/6	11.11
			021326	620400	2205010 560200		2026/6	5.53
			021326	NT2604	2205010 560200		2026/6	1.09
			021347	25676	2205210 560230		2026/6	5.05
			021349	66815	2205305 560200		2026/6	14.91
			021350	46AW2BULK	2205305 560210		2026/6	11.43
			021452	2413	2205406 560230		2026/6	3.17
			021462	73311	2205120 560230		2026/6	2.58
			021462		2205120 560230		2026/6	12.50
			021464	P528	2205010 560200		2026/6	15.66
			021465	NBCKT13	2205010 560230		2026/6	5.10
			021260	2413	2205010 560200		2026/6	6.34
			021275	25676	2205120 560230		2026/6	5.05
			021279	81464	2205406 560190		2026/6	13.68
			021286	7031629	2205210 560200		2026/6	11.36
			021289	75110	2205120 560210		2026/6	3.72
			021291	2413	2205120 560210		2026/6	6.34
			021292	10401	2205305 560200		2026/6	2.96
					Total For Check # 334811			274.32
12/04/2025	334814	5149 OFFEN PETROLEUM LLC	INV1875236	FUEL FOR FLEET LOCATION	220 142000		2026/6	16,528.27
			INV1886585	FUEL FOR STREETS LOCATION - TBD	220 142000		2026/6	17,164.98
			INV1844294	FUEL FOR FLEET LOCATION	220 142000		2026/6	16,409.68
					Total For Check # 334814			50,102.93
12/04/2025	334815	98 OKLAHOMA NATURAL GAS CO	267118718 11212025	213920474 2671187 18 OCT 22, 2025	2205120 550240		2026/6	224.37
					Total For Check # 334815			224.37
12/04/2025	334821	93 PETROLEUM MARKETERS	90001281	90001281 NOV 20, 2025	2205130 540550		2026/6	163.00
					Total For Check # 334821			163.00
12/04/2025	334822	320 POE AND ASSOCIATES	15804	SW26080 Indian Springs Flap Gates	2205205 530870	SW26080	2026/6	5,659.40
					Total For Check # 334822			5,659.40



CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
12/04/2025	334826	86 SAFETY KLEEN SYSTEMS INC	98482978		98482978 11/05/2025	2205120 540280 Total For Check # 334826		2026/6	617.04 617.04
12/04/2025	334830	4461 SHEARER SUPPLY INC	T134942		MINI-SPLIT FOR NEW FLEET INSIDE	2205120 570150 Total For Check # 334830	2651090	2026/6	2,166.29 2,166.29
12/04/2025	334844	1230 TULSA COUNTY		10015320	10015320 11/17/2025	2205410 550360 Total For Check # 334844		2026/6	20.00 20.00
12/04/2025	334853	4962 TULSA WINWATER CO.	033244 01 033660 01		033244 01 09/08/2025 Jumbo meter boxes	2205400 560370 2205400 560380 Total For Check # 334853		2026/6 2026/6	1,067.75 2,367.96 3,435.71
12/04/2025	334854	1808 TULSA'S GREEN COUNTRY	111986 111985		111986 NOV 14, 2025 111985 NOV 21, 2025	2205010 550370 2205120 550370 Total For Check # 334854		2026/6 2026/6	10,919.83 522.24 11,442.07
12/04/2025	334856	1324 ULINE		200770409	PW stock	220 141000 Total For Check # 334856		2026/6	237.45 237.45
12/04/2025	334859	44 UTILITY SUPPLY	219457 219766 220005		219457 11/19/2025 3" FIRE HYDRANT METERS - DERRIEL 10"x10" SST	2205400 570150 220 141000 2205400 560400 Total For Check # 334859	2254400	2026/6 2026/6 2026/6	2,388.00 16,480.00 1,287.01 20,155.01
12/04/2025	334860	1739 WAGONER CO RRWD DISTRICT	134		134 NOV 1, 2025	2201503 550280 Total For Check # 334860		2026/6	150.00 150.00
12/04/2025	334861	2072 WALLACE DESIGN COLLECTIVE	270492		PSTC Master Drainage	2205210 530870 Total For Check # 334861	SW24110	2026/6	13,680.00 13,680.00
12/04/2025	334862	26 BERRY COMPANIES INC	07361959		unit 1536 - jeff	2205415 540200 Total For Check # 334862		2026/5	1,958.62 1,958.62
12/04/2025	334863	1095 WINDSTREAM HOLDINGS II LLC	101148159 11282025 101124486 12012025		FY26 ANNUAL AGREEMENT FY26 ANNUAL AGREEMENT	2205410 550220 2205100 550220 Total For Check # 334863		2026/6 2026/6	101.36 122.24 223.60

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Fund 220

City of Broken Arrow
Check Register by Fund



CHECK DATE CHECK # VENDOR

PROJECT

G/L NUMBER

YEAR/PERIOD

AMOUNT

NAME

INVOICE

DESCRIPTION

Total For Fund 220

3,578,904.59

Number of Invoices For Fund 220

704

Prepared : 12/8/2025 3:26:21 PM

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Fund 221

City of Broken Arrow
Check Register by Fund



CHECK DATE	CHECK #	VENDOR		DESCRIPTION	PROJECT	YEAR/PERIOD	AMOUNT
		NAME	INVOICE		G/L NUMBER		
12/04/2025	334744	283 BANK OF OKLAHOMA N A	000P8KGB000	0000P8KGB000 OCT 31, 2024- OCT 31, 2215410 [581050] Total For Check # 334744		2026/6	4,500.00 4,500.00
				Total For Fund 221			4,500.00
				Number of Invoices For Fund 221			1

BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
COUNTY LINE TRUNK SEWER, PHASE III AQUATIC RESOURCE PROTECTION
PLAN
PROJECT NUMBER: S.22060

1. Professional Service Provider:

- a. Name: C.C. Environmental L.L.C.
- b. Telephone No.: 405-321-8181
- c. Address: 3533 National Drive, Norman, OK 73069

2. Project Title and Location: County Line Trunk Sewer, Phase III Aquatic Resource Protection Plan on the west side of 23rd Street between Washington Street and Houston Street.

3. Contract for: Providing professional environmental services associated with public works projects for the Broken Arrow Municipal Authority. Professional services to include providing an Aquatic Resource Protection Plan and related support services. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the lump sum fee negotiated and the total compensation under this contract is Not to Exceed One Thousand Five Hundred and No/100 (\$1,500.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the BAMA's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within fifteen (15) calendar days after the date the Notice to Proceed is issued. The BAMA will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the BAMA on the hours required for the work item.

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

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

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

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

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

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

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

- a. This Contract
- b. Attachment A to this Contract

c. Duly Authorized Amendments arising out of this Contract

12. Electronic Signatures:

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

Broken Arrow Municipal Authority:

By:

Kenneth Schwab

Date:

Kenneth D. Schwab, Assistant City Manager-Operations

12/12/2025

Attest:

Curtis Green

Date:

12/12/2025



Professional Service Provider:

C.C. Environmental L.L.C.

By:

Cathy Canty

Print Name:

Cathy Canty

Title:

Principal

Date:

December 3, 2025

Attest:

Melissa Feuerborn

By:

Melissa Feuerborn

Print Name:

Office Manager

Date:

December 3, 2025

Approved as to form:

D. Graham Parker

Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
)
) §

County of Cleveland)

Before me, a Notary Public, on this 3 day of December 2025,
, personally appeared *Cathy Canty*, known to me to be the
(President, Vice-President, Corporate Officer, Member, Partner or Other: *Principal*)
(Please circle or specify) of C.C. Environmental L.L.C. to be the identical person who executed
the within and foregoing instrument, and acknowledged to me that s/he executed the same as
his/her free and voluntary act and deed for the uses and purposes therein set forth.

Melissa Feuerborn
Notary Public

Notary Public State of Oklahoma
Melissa Feuerborn
My Commission # 21001769
Expires 2/5/2029

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
COUNTY LINE TRUNK SEWER, PHASE III AQUATIC RESOURCE PROTECTION
PLAN
PROJECT NUMBER: S.22060**

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Environmental Services and Related Support Services associated with County Line Trunk Sewer, Phase III Aquatic Resource Protection Plan in the Broken Arrow Municipal Authority. Services performed to include an Aquatic Resource Protection Plan as required by the USACE Nationwide Permit 58 for Utility Line Activities for the County Line Trunk Sewer, Phase III Sanitary Sewer Manhole Replacement project located on the west side of 23rd Street from Washington Street to Houston Street. Work performed under the contract shall be performed on a not to exceed contract as requested by the BAMA.

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

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

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

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

3.1 The Professional Service Provider shall provide an Aquatic Resource Protection Plan per the requirements of the USACE Nationwide Permit 58 for Utility Line Activities for the County Line Trunk Sewer, Phase III Sanitary Sewer Manhole Replacement project on 23rd Street from Washington Street to Houston Street. Professional environmental services shall also include but not be limited to: marking the Ordinary High Water Mark (OHWM) within the project limits and organizing a site meeting with the Engineer and BAMA representative(s).

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

[END OF ATTACHMENT A]