City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Monday, July 14, 2025 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

AGENDA OF SPECIAL MEETING

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	25-996	Acknowledgement of out-of-state travel by City Council Members
B.	25-19	Approval of the City Council Meeting Minutes of June 16, 2025
C.	25-994	Approval of the City Council Special Meeting Minutes of June 16, 2025
D.	25-995	Approval of the City Council Special Meeting Minutes of June 18, 2025
E.	25-1014	Approval of the City Council Meeting Amended Minutes of May 20, 2025
F.	25-916	Acceptance Planning Commission meeting minutes of May 22, 2025
G.	25-942	Acceptance Planning Commission meeting minutes of June 12, 2025
H.	25-1027	Approval of and authorization to execute Resolution No. 1677, a Resolution ratifying, authorizing, and affirming payment in full of a Judgment entered in Case No. CJ-2023-3977, filed in the District Court of Tulsa County, Oklahoma, from surplus monies in the City's Sinking Fund
I.	25-929	Approval of and authorization to execute a renewal agreement with Addco Electric, Inc. for electrical services

J.	25-951	Approval of and authorization to execute a 5-year contract with Axon Enterprises for Evidence.com for the Police Department pursuant to the Oklahoma Statewide Contract
K.	25-999	Approval of and authorization to execute a Professional Services Agreement with Bradley Law, LLC, for providing counsel and legal advice regarding Franchise law
L.	25-935	Approval of and authorization to execute a Use Agreement and Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc
M.	25-1002	Approval of and authorization to execute for Professional Consulting Agreement on design for drainage improvements with CEC Corporation (Project Number 2360450)
N.	25-979	Ratify the acceptance of and authorization to accept the IT Services Agreement between the City of Broken Arrow and the City of Bixby
O.	25-795	Approval of and authorization to execute a Medical Director Services Agreement between David Gearhart, D.O. and the City of Broken Arrow for services as the Physician Medical Director for the Fire Department
P.	25-977	Approval of and authorization to execute a renewal with Granicus for agenda preparation, in-meeting, and post-meeting management software and hardware
Q.	25-997	Approval of and authorization to execute a Professional Services Agreement with Kivell, Rayment & Francis, P.C. for providing counsel and legal advice regarding right-of-way acquisitions, title opinions and property law
R.	25-991	Approval of and authorization to renew our subscription to KnowBe4 cyber security PhishER and Security Awareness Training
S.	25-1024	Approval of and authorization to execute the Professional Services Agreement between the City of Broken Arrow and McAfee & Taft, P.C. for providing counsel and legal advice regarding sovereignty law, employment law and labor law
T.	25-985	Approval of and authorization to execute a renewal of the Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI
U.	25-1021	Approval of and authorization to execute an Order Form, and other necessary documents with NeoGov for the Attract Subscription through June 30, 2027

V.	25-841	Approval of and authorization to execute Firefighter Brady West's and Firefighter Nolan Jameson's application for participation on Oklahoma Taskforce-1 Urban Search and Rescue Team and renewal for Firefighters Jeremy Roberts, Jo'Es Okotoghaide, Stephen Heins, Chris Rivera, and Jill Boeckman, to participate on the Oklahoma Taskforce-1 Urban Search and Rescue Team for fiscal year 2026
W.	25-1008	Approval of and authorization to execute an annual renewal with Questys for software maintenance
X.	25-986	Approval of and authorization to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract
Y.	25-989	Approval of and authorization to renew the City's subscription to SolarWinds Orion Network Manager HCO through SHI, pursuant to the Oklahoma State Purchasing Contract
Z.	25-878	Approval of and authorization to renew agreement with Termax Pest Control for Pest Control Services for the various City owned facilities
AA.	25-918	Approval of and authorization to execute a memorandum of understanding with Union Public Schools authorizing Union Public Schools security personnel to assist with traffic direction on roadways adjacent to school property before and after school and during special district events
AB.	25-798	Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000 or less
AC.	25-980	Approval of and authorization to refurbish and remount two (2) 2019 AEV ambulance bodies from the Fire Department's existing fleet by Professional Ambulance Service DBA SERVS and declare two Ford F550 cab/chassis from unit 1970 and unit 1975 surplus for the purpose of trade-in
AD.	25-806	Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed
AE.	25-1022	Award the most advantageous quote to Kirby-Smith Machinery, Inc of Tulsa for the purchase of one (1) 2025 International MV Chassis with 2,000 Gallon Water Tank for the Streets Department
AF.	25-1023	Award the most advantageous quote to Kirby Smith Machinery, Inc of Tulsa for the purchase of one (1) Used 2024 Wirtgen WR200XLI Cold Recycle Soil Stabilizer for the Streets Department

AG. 25-1017 Award the most advantageous quote to Premier Truck Group of Tulsa for the purchase of one (1) 2026 Western Star 49-X Series Chassis with Dump Body Truck equipped with snowplow and spreader for the Streets Department

AH. 25-911 Approval of and authorization to Amend Eaton Electronic Concepts purchase order previously approved by council on 12-03-24 for installation of police equipment in eight new patrol Ford Explorers, seven patrol Chevy Tahoes, two CID Chevy Traverses, one PRU Chevy Traverse, one SIU Ford F150, and one K9 Ford F150

AI. 25-1015 Approval of and authorization to purchase 40 Dell Pro Rugged, RB14250 XCTO laptops and applicable spacers from Dell pursuant to the NASPO ValuePoint Cooperative Purchasing Organization

AJ. 25-1016 Approval of and authorization to purchase forty-two handheld radios from L3Harris Technologies Inc. for the use by the City of Broken Arrow's Fire Department pursuant to the Oklahoma Statewide Contract and NASPO ValuePoint Pricing

AK. 25-993 Approval of and authorization to purchase one (1) Kubota M4D-071HDC12 Utility Cab Tractor from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2855547 for Battle Creek Golf Course

AL. 25-1010 Approval of and authorization to purchase one (1) Asphalt Cold Planer Attachment, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

AM. 25-1013 Approval of and authorization to purchase one (1) Track Dozer equipped with grading blade and 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

AN. 25-1011 Approval of and authorization to purchase one (1) Wheel Motor Grader equipped with GPS 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

AO. 25-947 Approval of BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single-Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue

AP. 25-940 Approval of BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

AQ. 25-956 Approval of BAZ-002217-2025 (Rezoning), 21060 E 45th Street, 2.32 acres, A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)

AR. 25-959 Approval of PR-000741-2024 | PT-002230-2025, Conditional Final Plat, Brook Chase Phase IV, 9.98 acres, 47 proposed lots, A-1 (Agricultural) to RS-4 (Single Family Residential), located one-third mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

AS. 25-575 Approval of and authorization to execute Resolution No. 1648, a Resolution authorizing acceptance of a Special Warranty Deed for Parcel 10.0, consisting of 704.89 square feet of permanent Right-of-Way, and Parcel 11.0, consisting of 1,409.95 square feet of permanent Right-of-Way, and Parcel 11.1, consisting of 335.95 square feet of Temporary Construction Easement for the 23rd Street: Albany to Omaha Street Roadway Improvements located in the Southwest Quarter of Section 31, Township 19 North, Range 15 East, Tulsa County, State of Oklahoma, from Verizon Business Network Services, LLC, a Delaware limited liability company, and authorization of payment for $9,510.00 for the 23rd Street: Albany to Omaha Street Roadway Improvements, Parcels 10.0, 11.0 and 11.1 (Project No. ST1931)

AT. 25-937 Approval of and authorization to execute Resolution No. 1671, A resolution authorizing acceptance of a General Warranty Deed for Parcel 7.0, which consists of 0.19 acres of Permanent Right-of-Way, located at 12824 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Dennis Almy and Amanda Almy for the Aspen Widening-Shreveport to Tucson, Parcel 7.0 (Project No. ST2031)

AU. 25-952 Approval of and authorization to execute Resolution No. 1672, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 12.0, consisting of 7,651 square feet of permanent Right-of-Way and one Temporary Construction Easement for Parcel 12.A consisting of 60 square feet of temporary construction easement, located at 4625 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Tulsa County, Oklahoma, from Michael Furrey and Annette Furrey for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcels 12.0 and 12.A (Project No. ST21390)

AV. 25-1018 Approval of and authorization to execute Resolution No. 1674, A resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 0.07 acres of Permanent Right-of-Way, and Parcel 4.A consisting of 0.02 Acres of Temporary Construction Easement and Parcel 4.B consisting of 0.01 Acres of Temporary Construction Easement, located at 12808 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Daniel Matthew Lewis and Jill Lewis for the Aspen Widening-Shreveport to Tucson, Parcels 4.0, 4.A and 4.B (Project No. ST2031)

AW. 25-1020 Approval of and authorization to execute Resolution No. 1675, A resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0, consisting of 0.19 acres of Permanent Right-of-Way located at 12820 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from John T. McLemore III and Christine W. McLemore for the Aspen Widening-Shreveport to Tucson, Parcel 6.0 (Project No. ST2031)

AX. 25-1019 Approval of and authorization to execute Resolution No. 1676, A resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0, consisting of 0.27 acres of Permanent Right-of-Way, and Parcel 5.C consisting of 0.01 Acres of Temporary Construction Easement and Parcel 5.D consisting of 0.02 Acres of Temporary Construction Easement, located at 12910 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022, for the Aspen Widening-Shreveport to Tucson, Parcels 5.0, 5.C and 5.D (Project No. ST2031

AY. 25-938 Acceptance of a Drainage Easement for Parcel 9.A, consisting of 313 square feet of permanent Drainage Easement, located at 8504 S Lynn Lane Road, Broken Arrow, OK 74012, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Michael J. Walker and Ronda A. Walker, and authorization of payment in the amount of $200.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 9.A (Project No. ST2027)

AZ. 25-917 Acceptance of a Temporary Construction Easement consisting of 0.009 acres from Marcus L. Terry and Jade N. May, the owners, on property located at 800 East Natchez Street, Broken Arrow, Oklahoma 74011, in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the 8th Street & Natchez Culvert Replacement, Parcel 2.A (Project No. SW21020)

BA. 25-965 Approval of and authorization of Final Acceptance for the public improvements at Bruno's Restaurant - Bricktown Commercial Center located at 2712 West Kenosha Street

BB. 25-966 Approval of and authorization of Final Acceptance for the public improvements at Hatfield & Company located at 1625 South 37th Court

BC. 25-967 Approval of and authorization of Final Acceptance for the public improvements at Pine Valley Ranch & Villas located at 3200 South Olive Avenue

BD. 25-968 Approval of and authorization of Final Acceptance for the public improvements at St. Anne Catholic Church Parish Life Center located at 301 South 9th Street

BE. 25-969 Approval of and authorization of Final Acceptance for the public improvements at Timber Ridge Industrial Division located at 650 North 45th Place

BF. 25-970 Approval of and authorization of Final Acceptance for the public improvements at Village @ 1Eleven Flats located at 426 South Chestnut Avenue

BG. 25-1005 Ratification of the Claims List Check Register Dated July 07, 2025

6. Consideration of Items Removed from Consent Agenda

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

A. 25-998 Presentation and discussion of upcoming micro-survey about the South Broken Arrow Library

B. 25-272 Update on the 2026 General Obligation Bond Package

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

9. General Council Business

A. 25-978 Consideration, discussion, and possible approval of a film incentive rebate in an amount not to exceed $59,000

B. 25-1012 Consideration, discussion, and possible approval to accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds to design drainage improvements in the South Fork Estates subdivision

C. 25-948 Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Carriage Crossing Residential Roadway Rehabilitation project located northeast of Albany Street and 9th Street (Project No. ST25310)

D. 25-946 Consideration, discussion, and possible approval of BAZ-002205-2025 (Rezoning), The Villas at Battle Creek, approximately 7.39 acres, CG (Commercial General) to RS-P (Single-Family Residential-Preservation), located south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)

E. 25-957 Consideration, discussion, and possible action regarding COMP-002154-2025 (Comprehensive Plan Change), Tower Corner, 11.40 acres, Levels 4 & 3 to Level 4, located on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane)

F. 25-958 Consideration, discussion, and possible approval of BAZ-002238-2025 (Rezoning), Harvest Church, approximately 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

G. 25-1030 Consideration, discussion, and possible approval of and authorization to execute a 3-year Promotional License agreement with Scotfest, Inc.

10. Preview Ordinances

A. 25-992 Consideration, discussion and possible preview of Ordinance No. 3883, an amendment to Broken Arrow Code of Ordinances Section 26-9. "Limitation of obligation of city", providing reimbursement for out-of-pocket expenses up to one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders and authorizing the City Manager to approve additional reimbursement for extenuating circumstances

B. 25-1009 Consideration, discussion and possible preview of Ordinance No. 3884, an amendment to Broken Arrow Code of Ordinances Section 5-7 - Signs, providing an exception for billboards on City-owned property and allowing said billboards to exceed the maximum height and size otherwise applicable to signs

11. Ordinances

A. 25-880 Consideration, discussion and possible adoption of Ordinance No. 3880 amending Chapter 23, Traffic, Article IV, Stopping, Standing and Parking, of the Broken Arrow Code of Ordinances, by adding Section 23-149, Reserved Parking for Designated City Officials; providing for enforcement, including towing of unauthorized vehicles; and declaring an emergency

B. 25-1004 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3880; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

C. 25-944 Consideration, discussion, and possible adoption of Ordinance No. 3881, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2067 along with PUD-94W, generally located south of the southeast corner of Aspen Avenue (145th E. Avenue) and Dearborn Street (41st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-94W, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

D. 25-945 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3881; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

E. 25-949 Consideration, discussion, and possible adoption of Ordinance No. 3882, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2050, along with PUD-306 generally located one-quarter mile east of Garnett Road (113th East Avenue) and one-quarter mile south of Tucson Street (121st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-306, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

F. 25-950 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3882; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session - NONE

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-996, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2025

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

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

NLC Summer Board and Leadership Meeting: This event brings together persons that serve on the NLC Board of Directors or Constituency Groups. They will convene to discuss the organization's advocacy priorities, policy positions, and share resources needed to better serve their communities.

On **July 15-19, 2025,** Mayor Debra Wimpee and Council Member Lisa Ford will be traveling to Columbus, OH to attend this meeting.

Cost: Approximately $3,500

Funding Source: General Government

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

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

City of Broken Arrow

Request for Action

File #: 25-19, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of the City Council Meeting Minutes of June 16, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $96

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: June 16, 2025 City Council Minutes

Recommendation:
Approve the minutes of the June 16, 2025 City Council Meeting.

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Monday, June 16, 2025 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Rich Manganaro led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Mayor Debra Wimpee.

5. Consideration of Consent Agenda

A.	**25-18**	**Approval of the City Council Meeting Minutes of June 2, 2025**
B.	**25-858**	**Approval of the Payroll and Benefit Calendar for Fiscal Year '26**
C.	**25-782**	**Acknowledgement of the submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, and Fire Sales Tax Fund for April 2025**
D.	**25-910**	**Approval of and authorization to execute Budget Amendment Number 29 for Fiscal Year 2025**
E.	**25-884**	**Approval of and authorization to execute Resolution No.1670, a Resolution authorizing mutual assistance to the Oklahoma City Police Department for a potential NBA Finals victory celebration**
F.	**25-833**	**Approval of and authorization to execute renewal for Medical Oxygen and Industrial Gas to American Medical Gas**
G.	**25-811**	**Approval of and authorization to execute an Amendment to Service Agreement No. 50006466 (final renewal) with Clean Uniform Company for nonpublic safety employee uniform rental service**
H.	**25-784**	**Approval of and authorization to execute Amendment No. 3 to the Agreement for Professional Consultant Services with CP&Y, Inc. for providing design services on the Houston Street Widening from Olive Avenue to Aspen Avenue project (Project Number ST2029)**
I.	**25-874**	**Approval of and authorization to execute a memorandum of understanding with CREOKS-certified community behavioral health center (CCBHC) to provide crisis prevention and mitigation services to the City of Broken Arrow and its Police Department**
J.	**25-808**	**Approval of and authorization to execute a professional services agreement with Dr. Stephanie Bradley, DVM, and the City of Broken Arrow**
K.	**25-809**	**Approval of and authorization to execute a professional services agreement with Dr. Kristi Wittlich, DVM, and the City of Broken Arrow**
L.	**25-849**	**Approval of and authorization to execute a professional Lobbying Services Agreement with Steve Edwards to secure lobbying services for the City of Broken Arrow for state and federal legislative matters**
M.	**25-831**	**Approval of and authorization to execute a service agreement with Davis H Elliot for street light repair services along the Broken Arrow Expressway (Highway 51)**
N.	**25-772**	**Approval of and authorization to execute a professional services contract, fourth renewal, with First Responder Support Services, LLC, to provide behavioral health services (counseling, training, and consultation) to all employees of the Broken Arrow Fire Department**
O.	**25-799**	**Approval of and authorization to execute a Professional Consultant Agreement with**

Frankfurt Short Bruza Associates, P.C. (FSB) for the Master Plan of the Rose District Plaza Expansion (project no. 2417300)

P. 25-854 **Approval of and authorization to execute a renewal of the City of Broken Arrow Golf Course Professional Management Services Agreement with Greenway Golf Partners, LLC, on City-owned land known as the Battle Creek Golf Course**

Q. 25-825 **Approval of and authorization to execute an Interlocal Agreement with Independent School District No. 9 (Union Public School District) for school crossing guards**

R. 25-817 **Approval of and authorization to execute renewal to Infinity Fire for Annual Fire Protection Equipment Services and Maintenance for the Maintenance Department**

S. 25-814 **Approval of and authorization to execute renewal of LarMar Industries for Generator Service and Repair for the Utilities Department**

T. 25 876 **Approval of and authorization to execute a Global Financial Professional Services Agreement with Municipal Finance Services**

U. 25-840 **Approval of and authorization to execute Amendment No. 2 to the Agreement for Professional Consultant Services with R.L. Shears Company, PC for the Broken Arrow Creek Trail Phase 2 project (Project Number 196032)**

V. 25-815 **Approval of and authorization to execute the first renewal for Wrecker Service to Storey Wrecker and 918 Wrecker Service to be rotated at the first of each month**

W. 25-912 **Approve and authorize the execution of a 3-year Promotional License agreement with Scotfest, Inc., including participation in cost-sharing of shuttle services to be utilized at Scotfest 2025**

X. 25-855 **Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Community Playhouse**

Y. 25-787 **Approval of and authorization to execute the Traffic Calming Policy for West Boston Street between South Tamarack Avenue and South Redwood Avenue**

Z. 25-852 **Approval of and authorization to purchase hardware and software for the City's Fortinet network growth and wireless refresh projects through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020 2**

AA. 25-752 **Approval of and authorization to execute a purchase of the 1-year agreement for Zscaler Internet Access (ZIA/ZPA) for deploying Web filtering from Presidio Network Systems, pursuant to the Oklahoma Statewide Contract**

AB. 25-872 **Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement**

AC. 25-837 **Approval of and authorization to reject all bids for No. 25.163 Truck Washing Service to make revisions to the proposal to improve service for the City of Broken Arrow**

AD. 25-830 **Award the most advantageous bid to Anchor Stone for the purchase of Backfill Sand and Masonry Sand as needed and award the most advantageous bid to Tulsa Topsoil Inc. for the purchase of Topsoil as needed**

AE. 25-810 **Award the most advantageous bid to Apac Central, Inc., as primary with Greenhill Concrete and Anchor Stone Company as backup bidders, for the purchase of Aggregate as needed**

AF. 25-828 **Award the most advantageous bid to Ellsworth Construction and Apac Central, Inc. as the primaries, and award Greenhill Concrete as a backup vendor for asphalt as needed**

AG. 25-843 **Award the most advantageous bid to Graham Mechanical HVAC LLC as the primary and award Mcintosh Services as the backup vendor for HVAC services under $2,500**

AH. 25-870 **Award the most advantageous bid to HHM Facility Management, LLC, and authorize execution of a service agreement for Janitorial Services for City-owned facilities listed in bid No. 25.161**

AI. 25-832 **Award the most advantageous bid to Hutchinson Salt Co. as primary, with Central Salt as secondary based on availability for the purchase of Medium Road Salt with YPS (Yellow Prussiate of Soda) for the Streets and Stormwater Department**

AJ. 25-836 **Award the most advantageous bid to Infinity Fire for Fire Monitoring Services**

AK. 25-889 **Approval of and authorization to renew bid 25.100 for gasoline and diesel to Offen Petroleum LLC**

AL. 25-905 **Approval of and authorization to execute Change Order No. 4 with Ascend Commercial Builders for the Broken Arrow Public Works Field Office Project (2217090)**

AM. 25-848 **Approval of and authorization to execute Change Order No. 3 with Becco Contractors Inc for the Houston St Widening (ST2028)**

AN. 25-819 **Acceptance of a Utility Easement consisting of 0.04 acres from Brian Bennett on property located at 23301 East 79th Street in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Tulsa County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcel 3.1 (Project No. S.24030)**

AO. 25-542 **Acceptance of a Utility Easement from PDG Adams Creek, LLC, on property located one-quarter mile north of Kenosha Street (71st Street), one-quarter mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 01, T18N, R14E), (EASE 002065 2025)**

AP. 25-543 **Acceptance of a Utility Easement from PDG Adams Creek, LLC, on property located one-quarter mile north of Kenosha Street (71st Street), one-quarter mile west of 23rd Street (County Line Road), Tulsa County, State of Oklahoma, (Section 01, T18N, R14E), (EASE 002075 2025)**

AQ. 25-700 **Approval of and authorization to execute a professional Consultant Agreement with**

Wallace Design Collective for the Public Safety Training Center Floodplain Masterplan (Project No. SW24110)

AR. 25-821 **Acceptance of a Utility Easement consisting of 3,180 square feet from Woody E. Wicker, Trustee of the Woody E. Wicker Trust, dated December 21, 2006, on property located at 8501 South Lynn Lane Road in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 13, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 9th Street Widening: Houston to Washington, Parcel 15.A (Project No. ST2027)**

AS. 25-864 **Ratification of the Claims List Check Register Dated June 09, 2025**

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Consent Agenda minus Item 25-912
The motion carried by the following vote:

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

6. Consideration of Items Removed from Consent Agenda

W. 25-912 **Approve and authorize the execution of a 3-year Promotional License agreement with Scotfest, Inc., including participation in cost-sharing of shuttle services to be utilized at Scotfest 2025**

This item is tabled until a special meeting on July 1st and will then be brought back for council consideration on July 14th.

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

A. 25-92 **Recognition of Sports Broadcaster Tyler Jones**

Council member Lisa Ford introduces Tyler Jones, a Broken Arrow High School graduate, and recounts meeting him at an OU-Texas game. After seeing an article about him in the Choctaw newspaper, Councilor Ford was impressed by Tyler's accomplishments as a national sports broadcaster, covering major events such as the NFL playoffs, the Daytona 500, the PGA Championship, and the Final Four, while working with networks like ESPN and Peacock. Tyler is recognized for his advocacy for Native American representation in media and his impactful storytelling. The City Council of Broken Arrow honors him as a hometown hero for his dedication and positive influence.

B. 25-818 **Presentation of Local Technical Assistance Program (LTAP) Road Scholar Certificates to Streets and Stormwater employees Herbert Trae Moore, Phillip Olvera, Andrew Clegg, Darryl Hale, Steven Head, Jerry Waymire, and Robert Hanna**

Tim Wilson, Director of Streets and Stormwater, addresses the council to recognize employees who completed 112 hours of intensive training to become certified experts in their field. He introduces Samantha Shepherd from LTAP to present certificates and explains the program. He also mentions she brought cupcakes for the occasion.

Samantha Shepherd from the Oklahoma State University Local Technical Assistance Program explains that the Rhodes Scholar Program provides extensive training for local, county, and tribal government personnel. The program comprises eight courses, totaling 112 hours of classroom and hands-on training, covering roadway planning, construction, maintenance, and safety. She emphasizes the graduates' dedication to professional development and public service and invites everyone to congratulate them on their achievements.

Certificates and awards are presented to several individuals who completed the Road Scholar Program. Ms. Shepherd distributed the awards, and the group gathered for a photo opportunity. She thanked them for their dedication and mentioned they are welcome to continue with Road Scholar II.

C. 25-887 **Presentation and Discussion of the Safe Hotels Initiative Update**

Michael Peale, Broken Arrow Police Department, provides an update on the hotel ordinance initiative, focusing on the police department's role. Calls for service at hotels are evaluated by removing non-applicable incidents, such as medical calls, and calculating a ratio of calls per room, aiming for a rate of less than 0.6 calls per room. Initially, eight of fourteen hotels exceeded this threshold, with one as high as 4.1. After two years, only two hotels have slightly exceeded 0.6, with the highest now at 0.7, indicating significant improvement and cooperation from hotel management. The total number of applicable calls has decreased from 605 to 259, resulting in 346 fewer calls over the two years.

Additionally, several hotels have invested in renovations, with two more planning $1.2 million upgrades and rebranding as a Ramada. A new manager has also contributed to improved conditions. Some communication issues between the city and hotels regarding inspections have

been addressed with better scheduling. The speaker commends multiple city departments for their collaboration and credits their efforts for the initiative's success.

The Mayor expresses strong support and appreciation for the success of the hotel ordinance initiative, noting significant reductions in police calls and an improvement in safety for both residents and visitors. Officer Peale highlighted how initial skepticism turned into positive results, with hotels cooperating, raising rates, maintaining occupancy, and reinvesting in their properties. Officer Peele is praised for his thorough, patient work with hotel management and corporate offices, as well as for fostering strong communication with other city departments.

D. 25-271 Update on the 2026 General Obligation Bond Package

City Manager Michael Spurgeon informed the council that a special meeting is scheduled for Wednesday to begin reviewing projects, with user groups and directors prepared to attend. They anticipate it will be an informative and engaging session.

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

Valerie Frazier, Vice President of the HOA at Indian Springs, addresses the council about severe flooding on Fairway Drive following a recent microburst. She describes recurring drainage issues that leave the street curb deep or worse with standing water, causing property damage and safety concerns. Ms. Frazier met with Patrick Wilson from the Stormwater Division, who acknowledged the overwhelmed drainage system and discussed possible short-term fixes, noting that long-term solutions would require studies and bond funding. She urges the council to prioritize the issue due to the ongoing development that contributes to the problem.

Council Member Justin Green confirms he visited the site after being contacted by Mr. Prine, walked the neighborhood, and witnessed the drainage issues firsthand, including rocks being displaced by the heavy water flow. He assures Ms. Frazier that the matter has been forwarded to staff for review, with shared photos and videos documenting the situation. Ms. Frazier reiterated how close the flooding came to her home and thanked the council for their attention.

9. General Council Business

A. 25-863 Consideration, discussion, and possible approval of and authorization to execute a Memorandum of Understanding with Independent School District Number 3 (Broken Arrow Public Schools) for 1) providing partial funding for School Resource Officers and 2) funding school crossing guards

Police Chief Lance Arnold presents a new agreement that marks the potential return of school resource officers (SROs) to Broken Arrow Public Schools. This agreement is significant because it clearly defines the duties and responsibilities of the SROs, the police department, the city, and the school district. It also consolidates previous separate agreements for crossing guards and facility use into a single contract. The three-year agreement starts with a small number of officers but allows for expansion over time, providing a fresh start for the program. Chief Arnold credits Mr. Spurgeon, Trevor Dennis, and his team for their efforts in finalizing the agreement.

Councilor Ford expressed support for the clear structure of the new school resource officer agreement, noting that previous misunderstandings stemmed from a lack of defined roles. City Manager Michael Spurgeon is pleased officers will not only handle law enforcement duties when needed but also engage positively with students through teaching, prevention programs, and informal interactions. The City Manager notes that the agreement prioritizes these positive interactions, with police action serving as a secondary role. In response to a question, Chief Arnold confirms that the officers will receive proper NASRO certification and ongoing state and national training, some of which have already begun in anticipation of the program's approval.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-863 execute a Memorandum of Understanding with Independent School District Number 3 (Broken Arrow Public Schools) for 1) providing partial funding for School Resource Officers and 2) funding school crossing guards
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-756 Consideration, discussion, and possible approval of BAZ 002130 2025 (Rezoning), County Line Crossing, approximately 51 acres, A 1 (Agricultural) to RS 3 and RS 4 (Single Family Residential), located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)

Rocky Henkel, Community Development Director, presents a request to rezone 51 acres at 101st and County Line Road from agricultural to RS3 and RS4 for the County Line Crossing single-family residential development. The western portion would become RS3 and the eastern RS4, aligning with the Comprehensive Plan. The development will connect to existing streets and have primary access from New Orleans and County Line Road. The Planning Commission approved the request unanimously, with minimal public opposition, although one resident expressed concerns about traffic and compatibility. Staff recommends approval, subject to platting, and a representative is available for questions.

The Mayor inquired about the zoning of the adjacent Seven Oaks neighborhood, which is identified as RS2-RS3 under Level 2 of the Comprehensive Plan. Councilor Justin Green also mentioned that residents have been receiving emails that are confusing about the property's ownership. The initial city documents listed a real estate agent as the owner, but later information indicated that PSO owns the property with a pending sale. The council member suggests the applicant clarify the ownership situation.

Megan Pasco of Tanner Consulting and Calara Land Group clarifies that the current owner of the property is PSO (Public Service Company of Oklahoma), and Calara Land is in the process of purchasing it. The representative introduces TJ Guglielmo from Calara Land, who is present to answer any questions the council may have.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-756 BAZ 002130 2025 (Rezoning), County Line Crossing, approximately 51 acres, A 1 (Agricultural) to RS 3 and RS 4 (Single Family Residential), located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)
The motion carried by the following vote:

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

C. 25-908 **Consideration, discussion and possible approval of Amended Resolution No. 1667, a Resolution of the City of Broken Arrow, Oklahoma (the "City") authorizing the Broken Arrow Economic Development Authority (the "Authority") to assist the City in carrying out and administering the Hackberry Market Economic Development Project Plan adopted by the City; approving the incurrence of indebtedness by the Authority issuing its Tax Apportionment Bonds, Series 2025 (Hackberry Market Increment District Project) (the "Bonds") in one or more series; providing that the organizational document creating the Authority is subject to the provisions of the Indenture authorizing the issuance of said Bonds; waiving competitive bidding and authorizing the sale of said Bonds by the Authority at negotiated sale and at a price less than par; approving and authorizing execution of a Security Agreement by and between the City and the Authority pertaining to the pledge of certain sales tax increment revenues; approving the forms of a Continuing Disclosure Agreement and an Official Statement; approving the use of assistance in development financing; approving and authorizing execution of a Development Financing Assistance Agreement; and containing other provisions relating thereto**

Finance Director Cindy Arnold explains that the city previously approved the Hackberry Market Economic Development Project and created Increment District Number 6. The council had approved Resolution 1667 to fund the project as a taxable deal, but it is now being amended to proceed as a tax-exempt deal.

The council clarifies that the amendment changes the financing from taxable to tax-exempt. Nate Ellis from Public Law said the city is changing the underwriter to BOK Financial Securities to achieve better terms for the transaction, improving the overall execution of the deal.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-908
The motion carried by the following vote:

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

D. 25-859 **Consideration, discussion, and possible approval of and authorization to execute Resolution No.1669, a Resolution of the Broken Arrow City Council adopting the Fiscal Year 2025 2026 Annual Budget for the City in accordance with the provision of the Municipal Budget Act**

Finance Director Cindy Arnold presents the proposed FY 2026 municipal budget, totaling $454,499,000, which reflects a 3.85% decrease from FY 2025, primarily due to the completion of numerous capital projects. The operational budget is $181 million, capital outlay is $230 million, and debt service has increased due to new bond issues. The general fund stands at $153 million, up 1.67%, and the Broken Arrow Municipal Authority budget is $177 million, down 11.66%, mainly due to the completion of OWRB loans. Ms. Arnold outlines the budget's focus

on long-term financial sustainability, conservative estimates, balanced funds with contingencies, and alignment with the city's priorities of public safety, economic development, innovation, fiscal responsibility, transformational initiatives, and transparency. Staff recommends approving Resolution 1669 to adopt the FY 2026 budget.

City Manager Michael Spurgeon clarified for the council that although the budget includes projected figures, it does not implement any changes to the Manual of Fees, which governs user service charges and utilities. Those adjustments are reviewed separately after the budget adoption, typically in July or August. He addresses inaccurate media reports that claimed utility rate increases were being approved as part of the budget, emphasizing that any changes to utility rates will be considered at a special meeting next month, followed by council action and eventual inclusion in the updated Manual of Fees.

Before moving forward with the motion, Vice Mayor Parks commended the city manager and staff for their detailed and educational budget process, noting that even experienced council members continue to learn from these thorough presentations each year. They express appreciation for how the process clarifies the origin of city funds and their allocation, highlighting the staff's excellent work in guiding the council through the complexities of the budget.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve Item 25-859 authorization to execute Resolution No.1669, a Resolution of the Broken Arrow City Council adopting the Fiscal Year 2025 2026 Annual Budget for the City in accordance with the provision of the Municipal Budget Act
The motion carried by the following vote:

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

E. 25-800 Consideration, discussion, and possible approval to award the lowest responsible bid to Magnum Construction for the Construction of the Rose District Parking Lot at Commercial and Ash (Project Number 2417280)

Charlie Bright, Director of Engineering Construction, presented the bid results for a new parking lot at the corner of Commercial and Ash in the northwest part of the Rose District. The project will add 17 parking spaces. Four bids were received, with Magnum Construction, who previously completed another Rose District parking lot, submitting the lowest bid at $276,443. The staff recommends awarding the contract to Magnum Construction, and Mr. Bright offers to answer any questions from the council.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-800 award the lowest responsible bid to Magnum Construction for the Construction of the Rose District Parking Lot at Commercial and Ash (Project Number 2417280)
The motion carried by the following vote:

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

F. 25-801 Consideration, discussion, and possible approval to award to the lowest responsible bidder, Paragon Contractors, LLC, a construction contract for Jasper Street and Aspen Avenue Intersection Improvements and Aspen Avenue Improvements from Shreveport Street to Jasper Street (Phase 1 & 2) (Project No. ST2031)

Travis Small from the Engineering and Construction Department updates the council on the broader Aspen project from Jasper to Tucson. The Tucson intersection will be advertised for bids later this year or early next year, followed by the mile section between Jasper and Tucson. For the current Aspen and Jasper intersection project, four bids were received, with Paragon Construction submitting the lowest bid at $2,373,118.11. The project includes milling and overlay from Shreveport to Jasper, along with improvements and widening at the Jasper intersection. Mr. Small offered to answer any questions that anyone might have.

MOTION: A motion was made by David Pickel. seconded by Lisa Ford
Move to Approve Item 25-801
The motion carried by the following vote:

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

G. 25-748 Consideration, discussion, and possible approval of and authorization to execute Agreement for Professional Consultant Services with Garver, LLC for providing design services for the Reconnecting Broken Arrow RAISE grant project (Project Number ST24140)

Charlie Bright, Director of Engineering and Construction, presents an update on the RAISE (formerly BUILD) grant project. After several years of applying and modifying the application, Broken Arrow secured the grant about two years ago, with formal acceptance approved last summer. The city has now finalized the contract with Garver to begin design work. The project

is significant for the community, focusing on multimodal transportation improvements along the Broken Arrow Expressway. These improvements include planning for reconstruction, potential new interchanges, widening of the Elm and Lynn Lane corridors, and related infrastructure upgrades.

Bright explains that the RAISE grant project extends beyond the Broken Arrow Expressway to include improvements at 51st and Aspen, 51st Street north to the city border, and multimodal paths along Aspen, Kenosha, Hillside Drive, and up to Neenheis Park. He emphasizes that this is a long-term project, likely spanning five to ten years. The contract with Garver, selected through a competitive process, is valued at $6,274,918, with the city responsible for 20% ($1,254,984) thanks to the federal grant's 80/20 match. The contract covers planning and 60% design completion, after which the city intends to apply for additional federal funding to complete the project.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Project Number ST24140
The motion carried by the following vote:

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

10. Preview Ordinances

A. 25-879 Consideration, discussion, and a possible preview of ordinance No. 3880 amending Chapter 23, Traffic, Article IV, Stopping, Standing and Parking, of the Broken Arrow Code of Ordinances, by adding Section 23 149, Reserved Parking for Designated City Officials; providing for enforcement, including towing of unauthorized vehicles; and declaring an effective date

Trevor Dennis, City Attorney, presented Item 25-879. The proposed ordinance allows the city manager to designate specific parking spaces as reserved, with appropriate notifications in place to enable the towing of unauthorized vehicles. This aims to ensure the availability of reserved parking for key city officials. Staff recommends previewing the ordinance and setting it for final adoption at the next meeting.

It was clarified that the ordinance applies explicitly to the alley behind City Hall, primarily to reserve parking for city staff rather than council members. Staff confirms that unauthorized parking there is a frequent issue despite existing signage, especially as nearby business activity has increased. Amending the code is necessary to allow enforcement, including towing, to address the problem.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-879 preview of ordinance No. 3880 amending Chapter 23, Traffic, Article IV, Stopping, Standing and Parking, of the Broken Arrow Code of Ordinances, by adding Section 23 149, Reserved Parking for Designated City Officials; providing for enforcement, including towing of unauthorized vehicles; and declaring an effective date
The motion carried by the following vote:

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

11. Ordinances

A. 25-823 Consideration, discussion and possible adoption of Ordinance No. 3879 amending Chapter 3.5, Airports, Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances providing for special use permits for commercial air tour operations; amending Sections 3.5 1, 3.5 2, 3.5 2.1, 3.5 3, 3.5 4, and 3.5 5; providing for severability; repealing conflicting ordinances; and establishing an effective date, and declaring an emergency

Trevor Dennis, City Attorney, explained that this ordinance, previously previewed, establishes a streamlined permitting process for commercial helicopter operations in Broken Arrow. Landowners can obtain permits for air tours after providing proper notification, simplifying a process that previously required multiple trips to Tulsa for permitting. This item is now presented for final adoption, along with an emergency clause for immediate implementation.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-823 adoption of Ordinance No. 3879 amending Chapter 3.5, Airports, Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances providing for special use permits for commercial air tour operations; amending Sections 3.5 1, 3.5 2, 3.5 2.1, 3.5 3, 3.5 4, and 3.5 5; providing for severability; repealing conflicting ordinances; and establishing an effective date, and declaring an emergency
The motion carried by the following vote:

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

B. 25-824 Consideration, discussion, and possible approval of an emergency clause for Ordinance No. 3879

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-824 emergency clause for Ordinance No. 3879
The motion carried by the following vote:

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

12. Remarks and Inquiries by Governing Body Members

The council shares several upcoming community events. Taste of Summer is scheduled for Saturday at Central Park, featuring ice cream from 9:00 a.m. to 3:00 p.m. The New Orleans Square Block Party will take place on June 27th and 28th, offering music, vendors, KidZone, and activities from city departments. Tuesdays in the Park, initially delayed due to rain, have been rescheduled to start on July 1st, with some uncertainty about the schedule for the second week. The Senior Center's second annual Luau is also scheduled for Saturday night, with tickets still available. Attendees are encouraged to wear traditional Hawaiian attire.

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

City Manager Michael Spurgeon thanks the council, city directors, and finance staff for their efforts in developing and approving the budget, acknowledging the significant work that went into it. He also informs the council of a recent incident in which private information for approximately 125 individuals was inadvertently disclosed through a city portal. The IT team quickly addressed and resolved the issue, ensuring no further problems occurred. The affected individuals will be notified and offered credit monitoring. City Manager Spurgeon emphasizes the error was unintentional, discovered through a citizen's report, and the city is taking full responsibility for the situation.

14. Executive Session - NONE

15. Adjournment

The meeting was adjourned at approximately 7:33 p.m.

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

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-994, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of the City Council Special Meeting Minutes of June 16, 2025

Background:
Minutes recorded for the City Council Special Meeting.

Cost: NONE

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: June 16, 2025 City Council Special Minutes

Recommendation:
Approve the minutes of the June 16, 2025 City Council Special Meeting.

City of Broken Arrow

Minutes

City Council Special Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Monday, June 16, 2025 **Time 6:00 p.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at approximately 6:03 p.m.

2. Roll Call

Present 3 - Lisa Ford, Johnnie Parks, Debra Wimpee
Absent 2 - David Pickel, Justin Green

Quorum was established

MOTION: A motion was made by Debra Wimpee, seconded by Lisa Ford.
Move to enter into Executive Session
The motion carried by the following vote:
Aye: 3 - Lisa Ford, Johnnie Parks, Debra Wimpee

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

1. A pending arbitration matter between the Fraternal Order of Police Lodge 170 and the City of Broken Arrow, Oklahoma, FMCS No. 240831-09538, and taking appropriate action in open session, if any, including potentially filing an appeal under 25 O.S. §307(B) (4);

2. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Carla Deann Graves, Tort Claim No. TRT 1588.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

3. A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Michael Williams Graves, Tort Claim No. TRT 1589.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

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

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.
Move to find the Executive Session was necessary
The motion carried by the following vote:
Aye: 3 - Lisa Ford, Johnnie Parks, Debra Wimpee

No action was taken

Justin Green entered Executive Session at 6:11 p.m.

16. Adjournment

The meeting adjourned at 6:16 p.m.

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

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-995, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of the City Council Special Meeting Minutes of June 18, 2025

Background:
Minutes recorded for the City Council Special Meeting.

Cost: NONE

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: June 18, 2025 City Council Special Minutes

Recommendation:
Approve the minutes of the June 18, 2025 City Council Special Meeting.

City of Broken Arrow

Minutes

City Council Special Meeting

City Hall
220 S 1st Street
Broken Arrow OK
74012

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

Wednesday, June 18, 2025 **Time 8:30 a.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 8:31 a.m.

2. Roll Call

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

3. Pledge of Allegiance to the Flag

The Pledge was led by Mayor Debra Wimpee.

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

A. 25-888 Presentation of 2026 GO Bond Requests - BAYS Football and Lacrosse

Natalie Hernandez from the Broken Arrow Youth Football Association (BAYFA) presented a request for facility upgrades at the city-owned sports complex. The complex hosts over 1,200 games annually and draws around 350,000 visitors for football, flag football, girls flag, lacrosse, and cheer. BAYFA is asking for shaded areas, upgraded fencing, walkway repairs, improved lighting, and expanded restrooms to enhance safety, usability, and competitiveness for hosting regional events. Additional requests include digital scoreboards, hydration stations, a modern press box, equipment storage, divider fencing, safety netting, and expanded electrical access. These improvements aim to better serve youth athletes, local schools, and visitors. City Council members expressed appreciation but emphasized the need to prioritize items that directly benefit Broken Arrow families and requested a follow-up with cost estimates and ranked priorities.

B. 25-890 Presentation of 2026 GO Bond Requests - Girls Softball

Robert Shafer, a long-time volunteer and representative of Broken Arrow Girls Softball, presented a funding request for improvements to Arrowhead Park. He emphasized the group's deep involvement in the park's maintenance and development since 1995. Schafer outlined five key improvement priorities totaling about $8 million:
Turfing all 12 infields – to reduce rainouts and improve playability.
Improved drainage – necessary due to turf runoff.
Upgraded lighting – replacing outdated fixtures with efficient LED lighting.
Parking lot repairs – addressing age-related wear and safety issues.
Enhanced front entrance – to create a more welcoming and visually appealing entryway.
Schafer highlighted the park's economic impact, noting that rainouts hurt local businesses and tourism. He argued that upgrading to turf would help attract more tournaments and visitors. The park serves about 1,500 kids annually, many from Broken Arrow, and runs primarily on volunteer efforts. He closed by stressing community pride, the park's value to the city, and his hope that the improvements are funded.

C. 25-891 Presentation of 2026 GO Bond Requests - Youth Soccer

Austin Burgess, President of the Broken Arrow Soccer Club, provided an overview of the organization, which has been operating for 51 years and currently serves approximately 2,200 youth participants per season, ranging in age from two to eighteen. The club offers programs from beginner to competitive levels and maintains a partnership with Major League Soccer. Barbara Wilson, the Executive Director, outlined key facility needs, including the installation of a French drain to address chronic drainage issues, additional picnic tables to accommodate

families, improved paved walkways for enhanced accessibility, and the conversion of several fields to turf to facilitate play during inclement weather. Recent turf upgrades, funded through a bond issue, have positively impacted league operations. The club hosts tournaments that draw hundreds of teams and thousands of visitors, contributing an estimated $2 million to the local economy. Challenges related to traffic and parking during events have been mitigated through coordination with law enforcement and volunteer support. The organization also collaborates with local vendors and food trucks to promote a family-friendly environment. Burgess and Wilson emphasized the importance of continued infrastructure improvements—including parking, drainage, fencing, and lighting—to support the club's growth, ensure safety, and uphold the quality of the Indian Springs Soccer Complex. They advocated for community backing of the proposed bond measure to secure necessary funding for these enhancements.

D. 25-892 Presentation of 2026 GO Bond Requests - Adult Softball

Brad Gordon, president of Broken Arrow Adult Softball since 2003, expressed gratitude for the development of the Challenger Sports Complex and highlighted the growth of adult softball leagues, which now run year-round with over 150 teams. He emphasized the critical need for improvements at both the Challenger Complex and Indian Springs fields, including turf infield conversions to improve drainage and playability, replacement of aging dugout covers, upgraded LED lighting to reduce costs, additional shade structures, and enhanced parking and traffic management.

Gordon also requested the addition of two new softball fields at Challenger to meet tournament requirements, a decorative entrance to improve aesthetics, playground facilities for children, batting cages, and a decorative fence along the pond to manage trash and provide a better experience for visitors. He stressed the importance of maintaining and improving these facilities to support the growing sports community in Broken Arrow and invited city officials to consider these priorities in upcoming bond proposals.

E. 25-893 Presentation of 2026 GO Bond Requests - Youth Baseball

Tiffany Kelly presented this item stating that the local baseball and volleyball programs are essential to the community, engaging hundreds of children each season and offering a safe, supportive space that promotes positive growth. The requested improvements focus on upgrading existing facilities—such as installing sod or turf, adding shade structures, updating restrooms, enhancing safety netting, replacing worn bleachers, and improving signage—to make the ballpark more comfortable and functional for players and families. These enhancements aim to improve the overall experience without the need for costly new developments. Beyond sports, the programs contribute to the community's economy by attracting tournaments and visitors, making these facility upgrades a valuable investment in both youth development and local growth.

The City Council recessed at 10:00 a.m. and reconvened at 10:15 a.m.

F. 25-894 Presentation of 2026 GO Bond Requests - Arts@302

Jennifer Deal presented on the needs and future plans for Arts@302, emphasizing the critical need to expand the pottery studio due to overwhelming demand and long waitlists. She explained that pottery requires special equipment and space, making expansion essential to accommodate more students and allow extra practice time. Another major goal is to create a versatile event space with a small stage and larger catering kitchen, which could also support a new culinary arts program. The Kristin Chenoweth's Artists of Promise (K@P) program, which supports special needs youth and adults, needs its own dedicated area to help it grow and free up other classrooms. Administrative offices are currently cramped, so more office and meeting spaces are necessary. Additional ideas include a makerspace, media art studio, artist-in-residence program, and public art installations to enrich the community. Jennifer also mentioned improvements like retractable awnings and soundproofing to enhance current facilities. Overall, the plan focuses on smart expansion and flexible, multi-use spaces to better serve the community's growing arts and event needs.

G. 25-895 Presentation of 2026 GO Bond Requests - Veteran's Center

In March, Bryan Bandy, the new chairman of the Veterans Center board shared a vision for expansion to meet growing needs. The center currently hosts five organizations and the Oklahoma Department of Veterans Affairs (ODVA), assisting over 2,000 veterans last year and supporting active-duty military. Due to increasing demand, especially from younger veterans, the center urgently needs more space, offices, and parking (currently only 24 spaces, two handicapped). A proposed expansion would enlarge the banquet hall (to seat 120), add offices, and increase parking to 40 spaces with more handicapped access. This would improve service efficiency, outreach, safety, and support for under-served veterans. The chairman and others also envision the area developing into a "veterans tourism" hub, combining the park,

memorials, museum, and center into a unified space that honors and serves veterans of all eras.

H. 25-896 Presentation of 2026 GO Bond Requests – Genealogy

Jae Jaeger provides an overview of the genealogy library located within the museum's headquarters, currently occupying a limited space of 612 square feet. They propose several enhancements, including the installation of a glass front door to enable direct public access, which is currently restricted by museum hours. To optimize the space, they recommend replacing some west-facing windows with floor-to-ceiling shelving to increase storage capacity, and removing built-in desks that hinder computer use due to lighting conditions. The library intends to retain its existing wooden perimeter shelves and introduce study cubicles to facilitate individual research. Additionally, they emphasize the need for improved electrical infrastructure and the preservation of meeting room facilities and workstations essential for collection management. These improvements aim to enhance the functionality and accessibility of the library for both patrons and staff.

I. 25-897 Presentation of 2026 GO Bond Requests - BA History Museum

Gary Gerber and Mickel Yantz with The Broken Arrow History Museum are proposing a comprehensive expansion to better preserve and share the city's history and serve the community for the next 50 years. Celebrating the 50th anniversary of the Broken Arrow Historical Society, the museum seeks to expand its existing facility across three floors, totaling approximately 16,000 square feet. The proposed upgrades include expanded office space, a dedicated artifact preservation room, a larger genealogy department, and enhanced gift shop and gallery areas to support local artists and businesses. A new exhibit gallery on the second floor will allow for greater storytelling of Broken Arrow's 122-year history, with special focus on Main Street, the Muscogee (Creek) Nation, and the public school system. The third floor, currently limited to 50-person events, will be expanded to accommodate up to 150 guests, with flexible spaces to host city meetings, community events, and rentals. The museum currently stores many artifacts offsite due to space limitations, incurring significant rental costs, and the expansion would provide necessary on-site archival storage. With strong community support, including from City Council members and local partners, the museum's leadership emphasizes the importance of building a facility that is both functional and lasting, and they are prepared to adjust plans based on available funding while maintaining their mission to preserve and promote the rich history of Broken Arrow.

J. 25-898 Presentation of 2026 GO Bond Requests - Community Playhouse

Janet Brister with The Broken Arrow Community Playhouse is requesting funding to improve the safety and functionality of its facility by installing four hand-crank lighting trusses at an estimated cost of $23,000. Due to the theater's arched ceiling and elevated lighting fixtures, current maintenance requires the use of rented lifts or scaffolding, creating significant safety concerns for both Playhouse staff and city employees who assist with lighting issues. The proposed trusses would allow lighting equipment to be safely lowered for maintenance, addressing urgent issues such as inaccessibility during performances. The Playhouse produces five mainstage shows per season, along with additional events such as a shorts festival, children's camp, and rental productions, drawing an average attendance of over 200 per show across six performances each weekend. Despite challenges in regional media coverage, the Playhouse actively promotes its events through social media, community calendars, and local outreach. With an increasing number of participants and a strong focus on community engagement, the requested improvement would enhance safety and support the continued growth and success of this important cultural venue.

K. 25-900 Presentation of 2026 GO Bond Requests - Senior Center

Kim Crenshaw, Executive Director for The Broken Arrow Senior Center is requesting support for its expansion plan, which would consolidate all operations at the annex on the east side of Main Street. The current setup—split between two buildings—presents safety risks for seniors crossing a busy street and increases operational costs due to duplicated services. With over 3,200 active members and daily attendance often exceeding 600, the center has outgrown its space and is turning away new programs. A single, expanded facility would improve safety, streamline operations, and accommodate continued growth. This investment supports the health, engagement, and well-being of a rapidly growing senior population, reinforcing Broken Arrow's reputation as a top city for livability and retirement.

L. 25-901 Presentation of 2026 GO Bond Requests - Keep Broken Arrow Beautiful

Sharon Atcheson reviewed the progress and future vision for Phase Two of the Central Park gardens project, thanking volunteers, the city, and citizens for their support since the 2018 bond approval. They highlighted key planned features including a gazebo, pollinator and sensory

gardens, a woodlands area, picnic and rest areas, and exercise equipment designed for seniors and veterans, emphasizing accessibility and health benefits. Funding will rely primarily on the upcoming bond issue, but outside grants and private donations are being pursued to ease taxpayer burden. Collaboration with the Muskogee Nation to honor Native American heritage was also mentioned. The speaker stressed the importance of updated landscape design for precise planning and invited council feedback on balancing bond funding with potential external contributions. They concluded by acknowledging the project's significance as a community asset and its potential to be the "crown jewel" of the Rose District.

M. 25-902 Presentation of 2026 GO Bond Requests - Military History Museum

General Thomas Mancino proposes expanding its current building to better accommodate growing exhibits and storage needs, which has been revised to a more affordable $11 million. While some suggest relocating near Veterans Park to unify veterans' services, the museum team argues that its current downtown Rose District location draws more visitors and supports local businesses. Parking concerns and visitor accessibility were also discussed. The museum is a key cultural and tourism asset for Broken Arrow, and officials emphasized the importance of public input before deciding on the best option to honor veterans and serve the community.

The City Council recessed at 12:33 p.m. and reconvened at 1:08 p.m.
The Mayor left at lunch time

N. 25-906 Presentation of 2026 GO Bond Requests - Propositions 1- 6 Project Recommendations

Proposition 1 – Transportation

Charlie Bright, Director of Engineering and Construction, is proposing a comprehensive bond package that prioritizes road widening, infrastructure upgrades, and pedestrian improvements across key areas, with a focus on long-term growth and safety. While none of the major proposed street projects are located in current primary flood zones, several include drainage components to address undersized culverts and flash flooding risks, particularly where county roads have been incorporated into city jurisdiction. Notable projects include improvements in the Rose District—such as alleyway and street beautification, drainage corrections, and enhancements to support new residential and commercial development—as well as construction of a bridge connecting to the Arrow Forge Innovation District, fulfilling a prior development agreement. Additionally, the bond allocates $30 million for residential street maintenance, $5 million for trail connectivity through TAP grant matching, and flexible funding for sidewalks, future signalized intersections, and unforeseen infrastructure needs. Public engagement through forums will be used to help refine priorities and ensure alignment with community expectations.

Proposition 2 – Public Safety

The current plan encompasses both immediate priorities, such as replacing aging equipment and upgrading communication systems, and future growth needs, including the relocation and replacement of Fire Station One and the potential addition of Fire Station Nine on the city's east side. Facility enhancements like vehicle storage and headquarters remodeling aim to improve space utilization and operational efficiency. Despite challenges posed by soil conditions at the training center site, thorough analysis concluded that investing in improvements on the existing property is more cost-effective than relocating. This comprehensive approach reflects ongoing collaboration among city leaders, department chiefs, and project partners to ensure the city's public safety infrastructure meets both current demands and long-term growth.

The City Council recessed at 2:30 p.m. and reconvened at 2:45 p.m.

Proposition 3 – Quality of Life

The comprehensive review of Broken Arrow's parks and recreation master plan delineates a strategic framework aimed at enhancing community engagement, recreational opportunities, and facility modernization. The plan advocates for the development of inclusive, non-regulation recreational areas designed to foster family participation and social interaction, exemplified by the proposed park adjacent to the tree orchard. Efforts to implement natural and constructed green buffers seek to mitigate visual impact on surrounding residential properties. Athletic facility improvements focus on optimizing field usability through advanced drainage solutions, including the consideration of synthetic turf versus natural grass with engineered subsurface drainage, while carefully balancing associated costs and maintenance requirements. The

transition to energy-efficient LED lighting across facilities is prioritized to reduce operational expenses and improve safety. Infrastructure enhancements, notably expanded and strategically designed parking to accommodate high-capacity venues such as the amphitheater, are integral to the plan's success. The involvement of user groups in cost-sharing is proposed to ensure equitable funding of upgrades that primarily benefit organized sports activities. Further, there is recognition of emerging community interests in revitalizing Battle Creek amenities, including modernization of the driving range and dining facilities. Collectively, the plan embodies a judicious approach to elevating the quality of life, advancing economic development through sports tourism, and addressing essential infrastructure needs within realistic fiscal parameters.

Proposition 4 – Public Facilities

The City of Broken Arrow is progressing with strategic upgrades to its public infrastructure and facilities to better serve the community and improve operational efficiency. Central to these efforts is the implementation of a new fiber optic ring to enhance connectivity, reduce monthly communication costs, and support critical functions such as traffic management and public safety. Facility improvements include exploring expansion options for the senior center along the south Main Street corridor and evaluating the future of the community Playhouse amid potential redevelopment opportunities. Coordination between the historical museum and farmer's market master plan is underway, while the Veterans Center is revising its project scope under new leadership, particularly regarding storage needs and parking in alignment with downtown zoning requirements. These projects collectively demonstrate the city's commitment to fostering growth, upgrading public amenities, and strengthening service delivery.

Proposition 5 – Stormwater

The City of Broken Arrow is pursuing several stormwater and drainage improvement projects to address persistent flooding and infrastructure issues. Among them is the enhancement of the NEEDA (Northeast Economic Development Area) dry detention pond, which, although not part of any current development agreement, is being upgraded to improve stormwater storage and operational efficiency. In addition, funds are being allocated to address historical drainage inadequacies in the Rose District, originally platted in 1902 without modern stormwater standards. These improvements aim to alleviate recurring flooding complaints and modernize infrastructure in aging neighborhoods. The city is also evaluating stormwater infrastructure along major corridors such as Ninth Street, Tucson Street, and Aspen Avenue, especially where water routinely impacts roadways and nearby properties. Notably, a particularly challenging project in southeast Broken Arrow involves mitigating flooding that regularly isolates several homes due to undersized culverts, though full remediation could cost upwards of $13 million. Options range from minor upgrades to full-scale solutions, depending on cost-benefit analysis and funding availability. Additionally, the city is working within legal frameworks to address public stormwater needs even on or near private properties, such as in the case of leaking private ponds, while balancing zoning, historical annexations, and funding sources like Propositions Five and Six.

Proposition 6 - Drainage

In this discussion, Engineering and Construction Director, Charlie Bright, proposed continuing the Prop 6 funding model from the 2018 General Obligation Bond by allocating flexible pots of money for stormwater and drainage issues on private property, provided there is a demonstrable public benefit. This approach allows property owners to apply through the Drainage Advisory Committee (DAC) for erosion and flooding mitigation assistance. Based on past experience—particularly with the Haikey Creek basin, where funds were rapidly exhausted, the proposal suggests possibly skewing future allocations toward basins with higher application demand. The current recommendation includes $8.5 million for Prop 6, though this amount may be adjusted. Staff also emphasized the importance of writing the bond language with enough flexibility to reallocate unused funds if certain areas see limited participation. Overall, this Prop 6 funding represents a small portion of the total bond package but remains a critical tool for addressing persistent drainage concerns. Council members expressed appreciation for the collaborative format of the bond discussions, noting its efficiency and effectiveness in addressing community needs.

O. 25-903 Presentation of 2026 GO Bond Requests – South Broken Arrow Library

Kim Johnson and Sarah Gould presented the South Broken Arrow Library, originally built in 1993 and last renovated in 2007, is one of the most heavily used but smallest branches in the county's library system. Due to growing community demand, particularly from families, homeschoolers, and high circulation of children's materials, a new, larger facility is proposed across the street from the current site. The planned $12 million project includes expanded amenities such as a 75-person community room, multiple huddle and homeschool classrooms, makerspace, outdoor patios, an amphitheater, and enhanced technology access. To date, approximately $5.7 million has been secured through the library's internal funds and private

donations, leaving a $6.3 million funding gap. The City Council is considering including this as a separate proposition in the 2026 bond package, recognizing the difficulty of raising the remaining funds privately and the library's critical role in serving a rapidly growing population.

5. Remarks and Inquiries by Governing Body Members

Vice Mayor Johnnie Parks emphasized the importance of investing in the library system, particularly to support youth in South Broken Arrow, suggesting an additional $6 million over a ten-year period to enhance services. They also highlighted the need to continue developing the military museum, noting promising locations in the southern part of the city. The presentations provided valuable insight into the overall bond package and its components, which will help council members make informed decisions despite the many competing needs and limited funding. Councilor Justin Green strongly encouraged community members—especially those involved in boards, clubs, and sports—to attend upcoming meetings and share their views directly, stressing that input via social media is insufficient. The goal is to ensure broad participation so the council can prioritize projects that best serve the community as a whole. Outreach efforts will intensify over the next two months, with specific projects being shared to engage and inform residents more effectively.

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

City Manager Michael Spurgeon stated that key next steps include reprioritizing projects based on Council input particularly related to road improvements and community user groups and refining cost estimates. Public engagement efforts will begin with three scheduled forums: one in late August and two in September. These events will feature informational stations for each proposition, including the South Broken Arrow Library, and invite participation from library staff, sports organizations, and other stakeholders to gather community feedback. Additionally, a second informational letter will be sent to residents via utility bills to support public awareness. Council feedback from this session will help shape the final proposal ahead of the public forums.

7. Adjournment

The meeting was adjourned at approximately 4:50 p.m.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Adjourn
The motion carried by the following vote:
Aye: 4 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks

_____ _____
Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1014, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of the City Council Meeting Amended Minutes of May 20, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: NONE

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: May 20, 2025 City Council Amended Minutes

Recommendation:
Approve the amended minutes of the May 20, 2025 City Council Meeting.

City of Broken Arrow

AMENDED Minutes
City Council Meeting

City Hall
220 S 1st Street
Broken Arrow, OK
74012

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

Tuesday, May 20, 2025 **Time 6:30 p.m.** **Council Chambers**

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

2. Invocation
Pastor Greg Pittman led the invocation.

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Justin Green

5. Consideration of Consent Agenda

A.	**25-733**	**Acknowledgement of out-of-state travel by City Council Members**
B.	**25-16**	**Approval of the City Council Meeting Minutes of May 06, 2025**
C.	**25-672**	**Acceptance Planning Commission Meeting Minutes of April 10, 2025**
D.	**25-673**	**Acceptance Planning Commission Meeting Minutes of April 24, 2025.**
E.	**25-671**	**Acceptance Drainage Advisory Committee meeting minutes of January 27, 2025**
F.	**25-737**	**Approval of and authorization to execute Budget Amendment Number 27 for Fiscal Year 2025**
G.	**25-706**	**Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and John Barnhart, P.c., Attorneys and Counselors at Law for providing outside counsel and legal advice regarding Workers' Compensation matters**
H.	**25-703**	**Approval of and authorization to execute an Agreement between the City of Broken Arrow and Claims Recovery Specialists LLC for Providing City Recovery and Adjustment Services for property damages to City-owned assets**
I.	**25-664**	**Approval of and authorization to execute a Professional Services renewal contract with First Responder Support Services, LLC to provide behavioral health services (counseling, training, and consultation) to all employees of the Broken Arrow Police Department**
J.	**25-697**	**Approval of and authorization to execute Amendment 1 to Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST 23280)**
K.	**25-585**	**Approval of and authorization to execute the Amendment Number 2 to Professional Consultant Agreement with Kimley-Horn and Associates, Inc. For Residential Streets Concrete Panel Replacement (Project Number 2352120)**
L.	**25-707**	**Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Latham, Keele, Lehman, Ratcliff, Cater & Clark, Attorneys at Law for providing outside counsel and legal advice regarding Workers' Compensation matters**
M.	**25-734**	**Approval of and authorization to execute a Side Agreement between the City of Broken Arrow, Broken Arrow Economic Development Authority, and Oak Trust Development relating to the Fifth Amendment to the Economic Development Agreement**
N.	**25-704**	**Approval of and authorization to execute a Professional Services Agreement between the City of Broken Arrow and Two Oaks Investments, LLC, and Consolidated Business Resources (CBR) to provide services for Workers' Compensation claims administration**
O.	**25-522**	**Approval of and authorization to execute the Windstream Agreement to provide connectivity for the RTIC intersection cameras**
P.	**25-724**	**Approval of and authorization to execute Resolution No. 1655, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0 consisting of 4,169 square feet of**

permanent Right-of-Way and one Drainage Easement consisting of 1,460 feet, generally located near the northwest corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Robin Havens, and authorization of payment in the amount of $17,270.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 0.6 (Project No. ST2027)

Q. 25-698 **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**

R. 25-663 **Award the most advantageous bid to Keeling Company for the purchase irrigation project materials for Battle Creek Golf Course**

S. 25-722 **Award the lowest responsible bid to A & A Asphalt, Inc. as the primary contractor and Ellsworth Construction LLC as the secondary contractor and approve and authorize execution of a construction contract for Cold Milling Asphalt Streets (Project Number ST25330)**

T. 25-605 **Approval of an extension of the bid 25.142 award period for the sale of property located at 401 E. Kenosha for an additional 90 days, finding such extension to be in the best interests of the City of Broken Arrow**

U. 25-699 **Approval of and Authorization to purchase hardware and software for the City's Fortinet firewalls through Chickasaw Telecom, Inc., pursuant to the Oklahoma States Purchasing Contract Fortinet C2020-2**

V. 25-702 **Approval of and authorization to purchase Video Cameras for the Police Department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract # 0900000569**

W. 25-684 **Approval of and authorization to purchase the Commvault Enterprise Solution through SHI, pursuant to the Oklahoma State Master Agreement**

X. 25-727 **Approval of and authorization to execute Resolution No. 1657, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0, consisting of 12,516 square feet of permanent Right-of-Way and one Drainage Easement consisting of 1,340 square feet, generally located near the northwest corner of 9th Street and Washington Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Gerardo Yanez and Elizabeth Yanez, and authorization of payment in the amount of $57,740.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 5.0 (Project No. ST2027)**

Y. 25-677 **Acceptance of the Drainage Advisory Committee's recommendation to City Council to expend funds to construct erosion control measures in the Bristol Ponds south detention pond and in the channel between Bristol Ponds and Elm Place**

Z. 25-678 **Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds to construct erosion mitigation downstream of an outlet structure at 215 S Laurel Avenue**

AA. 25-680 **Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for a survey to design drainage improvements at 8624 South Harp Boulevard**

AB. 25-670 **Acceptance of a Deed of Dedication for Parcel 8.0, consisting of 0.74 Acres of permanent Right-of-Way from Broken Arrow Municipal Authority, the owner, on property generally located in the northeast corner of the intersection of New Orleans Street and South Lynn Lane Road in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, for the 9th Street Roadway Improvements~ New Orleans Street to Washington Street, Parcel 8.0 (Project Number ST23280)**

AC. 25-714 **Acceptance of a Right-of-Way Dedication from SVR Investments, LLC and Metro Worldwide Properties, LLC, on property located at the northeast corner of New Orleans (101st Street) and Elm Place (161st Street), Tulsa County, State of Oklahoma, (Section 23, T18N, R14E)**

AD. 25-717 **Acceptance of a Utility Easement consisting of 0.16 acres of utility easement from James Hoover and Maribel Hoover on property located at 10718 South Lynn Lane Road in Broken Arrow, Oklahoma, located in the Southeast Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 24-inch waterline 9th Street-Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, Parcel 11.0 (Project No. WL23080)**

AE. 25-669 **Acceptance of a Utility Easement consisting of 0.015 acres from Samuel B. Neal and Vanessa I. Neal on property located at 4508 South 9th Street in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 26, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 9th Street, Waco Street to Florence Street & Florence Street, Elm Place to Ash Drive, Parcel 10.0 (Project No. WL23080)**

AF. 25-694 **Ratification of the Claims List Check Register Dated May 12, 2025**

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Accept the Consent Agenda
The motion carried by the following vote:

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

6. Consideration of Items Removed from Consent Agenda

NONE

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

A. 25-662 Presentation of Letter of Recognition for Paul Gerner and Kurt Klein for their years of service with the Camp Bandage event

Debra Wimpee, Mayor of the City of Broken Arrow, introduced Item 7A to the City Council.

Lisa Ford, Council Member of the City of Broken Arrow City Council, introduced a video detailing the various roles and educational aspects of a program called Camp Bandage. Counciler Ford recounted the evolution of the program from its beginnings at Emmanual Lutheran Church and its progression to the Events Park, and now the Community Center. Camp Bandage was established by Paul's parents, Dr. A. L. Gerner and wife Shirley, as an educational seminar to teach children how to avoid and respond to common injuries. The council expressed appreciation of the commitment of the leaders of Camp Bandage and was marked with their contributions to the city. Additionally noted was the nonprofit status of Camp Bandage, as they are not paid by the city to put on these safety events. Both Paul Gerner and Kurt Klein received recognition from the City of Broken Arrow with Certificates of Recognition and Ceremonial Keys to the City.

Mr. Gerner spoke of his parents' legacy and how this recognition continues the growth of their legacy. He commended Mr. Klein, Director of Camp Bandage, for continuing the mission of Camp Bandage and its growth of importance among members of the community.

B. 25-715 Approval of and authorization to execute a Proclamation declaring May 2025 as LUPUS Awareness Month in the City of Broken Arrow

Debra Wimpee, Mayor of the City of Broken Arrow, introduced item 7B to the City Council.

Lisa Ford, Council Member of the City Council, gave a brief overview of the Auto-immune disease Lupus to the city council, including symptoms and demographics of those with the disease. She also informed the council of the hardships those with the disease face in medical situations, as some Primary Care doctors do not have extensive experience with the disease. She called for continued access to interdisciplinary medicine, high quality specialists, and for the development of additional communication tools for patients and doctors. Additionally, Council Member Ford called for additional funding for the cause of Lupus, for better tools to monitor disease, and for the improvement in treatments for symptoms of the disease. the proclamation is resolved to bring awareness to community members including the medical community of the City of Broken Arrow in the month of May 2025. The Council invited Ms. Kecia Loyd, Advocate for LUPUS disease awareness, to accept the proclamation.

Kecia Loyd accepted the proclamation from the City Council, and thanked the members, especially Lisa Ford for listening to her concerns, and elevating the LUPUS awareness cause to the people of Broken Arrow.

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

Move to Approve, authorize, and execute the Proclamation declaring May 2025 as LUPUS Awareness Month in the City of Broken Arrow.

The motion carried the following vote:

Ayes: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-723 Presentation of upcoming Public Safety micro-survey

Mayor Wimpee introduced Arron McColloch, Communications and Media Relations Director for the City of Broken Arrow.

Mr. McColloch addressed the City Council and the City Manager Micheal Spurgeon on the upcoming Public Safety micro survey. As detailed in the results of the 2024 Comprehensive survey, Mr. McColloch reminded the council that public safety is an important facet of community livability, noting that the respondents of the survey rated the city very high, at 93%. However, the respondents of the survey only rated the 83% score in quality of services provided by public safety departments, like first responders, fire departments, police departments, and emergency management teams. He noted that these trends are not unlike national trends in satisfaction of public safety services.

Additionally, Mr. McColloch detailed that the micro survey will cover police services, fire services, emergency management services, ambulance, and the training campus master plan. Respondents of the survey will be able to rate performance with the delineation of excellent, good, fair, poor, or don't know. Also included in the micro survey is the importance rank of survey provided ideas the city can do to improve its public safety services. With regards to the master plan, the micro survey will as survey takers to indicate on a rank scale the importance of eight different components of the training center. He also informed the council that the micro survey should not take a lot of time to complete, only 5-10 minutes. The survey should be available to Broken Arrow community members for three weeks. After the completion of

the survey, and completion of the analysis of the survey, Mr. McColloch will return to the City Council to present these findings, most likely in July of 2025. The results, when completed, will be available on the Broken Arrow city website.

Vice Mayor Johnnie Parks and Mayor Debra Wimpee commended the Office of Communications for their hard work and commitment to engaging the public on issues. Mayor Wimpee mentioned the importance of giving the public a voice to be heard by their government, as well as establishing transparency within local government.

Mr. McColloch thanked the council for their kind words of appreciation and applauded Chief Jeremy Moore, Chief Lance Arnold, and Director Jamie Ott as collaborative partners in this effort.

D. 25-269 Update on the 2026 General Obligation Bond Package

Michael Spurgeon, City Manager of the City of Broken Arrow, addressed the City Council in his capacity as City Manager. He informed the council that the bond package vote is scheduled for April 7th. He also informed the council that the Steering Committee has completed three meetings with great engagement through the propositions included. The Steering committee will meet two more times to discuss these matters. Mr. Spurgeon was also pleased to announce that there will be an all-day Special City Council Meeting on June 18, 2025 where members of all groups that have requested to speak will get a chance to address the council, as well as an opportunity for the council to discuss proposed projects for the consideration of the council. With regards to the proposed project, Mr. Spurgeon indicated that those were a culmination of the results of surveys, conversations and meetings with community members, and residual bond packages not included in the August 2018 bond vote. He additionally thanked the council for their considerable commitment to an all-day meeting. Later in the summer, he added, there will be additional public forums for individuals to voice their thoughts on these packages.

8. Citizens' Opportunity to Address the Council on General Topics Related to City Business or Services

NONE

9. General Council Business

A. 25-4681 Consideration, discussion, and possible action to accept the Drainage Advisory Committee's recommendation to the Council to expend funds to construct improved channelization measures along the banks of a tributary to Covington Creek contingent upon all property owners' agreement and execution of a drainage easement for the construction of the project.

Sarah Walters, Stormwater Project Manager in the Engineering and Construction Department for the City of Broken Arrow explained to the council that this item covers the Covington Creek Bank Stabilization Project evaluated and approved by the Broken Arrow Drainage Advisory committee. This project address serious erosion along the banks of the Covington Creek Tributary. Ms. Walters explained that the Drainage Advisory Committee first reviewed and approved this project in 2020, but the project required a 404 permit from the Army Corps of Engineers. It took three years to obtain the permit and was finally executed by the city in April of 2025. Additionally, Ms. Walters explained it is the recommendation of city staff to accept and follow the Drainage Advisory Committee's recommendation to expend $500,000 in construction funds to complete the project. This recommendation also holds a stipulation that all adjacent property owners be in agreement to the construction and obtain a drainage easement from the City.

Council Member Ford recounted information from a previous meeting in which property owners in attendance we amenable to the project. An action item from that meeting indicated that city staff were to reach out to property owners who were unable to attend the initial meeting. Council Member Ford asked Ms. Walters for a status on that item.

Ms. Walters responded with nearly all of the property owners were in favor of the project and its stipulations. But he did mention that one property owner has not been reached by city staff, yet.

Joy Thorp was present at the meeting, but did not wish to speak publicly on the issue but offered her support to be added to the record.

Mr. Joe Robson of Broken Arrow addressed the council by noting that creek management has been an issue for over 50 years. He appreciated the council's consideration approving the allocation of construction funds to ease erosion.

Vice Mayor Johnnie Parks explained additional backstory on the development and management of that area of Broken Arrow. He indicated that at the time, the City of Broken Arrow was not involved in the development, and that the creek channel was moved. The city has an obligation to protect the city-maintained infrastructure like roads and sewers, and protect the interests of future residents.

Vice Mayor Johnnie Parks explained additional backstory on the development and

management of that area of Broken Arrow. He indicated that at the time, the City of Broken Arrow was not involved in the development, and that the creek channel was moved. The city has an obligation to protect the city-maintained infrastructure like roads and sewers, and protect the interests of future residents.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to accept the Drainage Advisory Committee's recommendation to the Council to expend funds to construct improved channelization measures along the banks of a tributary to Covington Creek contingent upon all property owners' agreement and execution of a drainage easement for the construction of the project.

The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-725 Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with CEC Corporation for the Tucson Street Improvements from Olive Avenue to Aspen Avenue Including Intersection Improvements at Olive Avenue (Project No. ST25300)

Travis Small of the Engineering and Construction Department of the City of Broken Arrow, addressed the council on the merits of an engineering contract. He highlighted the current improvement needs of an area of roadway. Mr. Small also recounted the ways in which the department solicited bids for the project, including a Request for Qualifications to engineering firms. Through a deliberative process, CEC Corporation was determined to be the consultant with whom the City of Broken Arrow wanted to engage for this project. Mr. Small also informed the Council that the contract has been negotiated and is submitted for their review in this meeting. Mr. Small highlighted the scope of the contract that includes things like number of lanes, drainage improvements, utility relocations, and improving the safety of an intersection with alternative directions like a roundabout, or signaled intersection. He then paused for questions from the council members.

Vice Mayor Johnnie Parks noted the importance of improvement to the intersection and how there are many truck accidents in the area due to tight turns. He also mentioned the importance of these improvements on the quality of life for members of the community who reside in that area as well as all who travel through that area.

Mr. Small then added that if a roundabout were to be selected, the Engineering and Construction Department would ensure its success over the recent implementation of a roundabout.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to approve Item 25-725 to authorize, and execute a Professional Consultant Agreement with CEC Corporation for the Tucson Street Improvements from Olive Avenue to Aspen Avenue Including Intersection Improvements at Olive Avenue (Project No. ST25300)

The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-629 Consideration, discussion, and possible award the lowest responsible bid to Mammoth Sports Construction, LLC. for the construction of the Nienhuis Football Synthetic Turf Fields (Project 2460360)

Shannon Marshall, Special Projects Division Manager, first modeled to the Council the accepted pronunciation of "Nienhuis." She then introduced the project as a conversion of grass turf football and lacrosse fields to synthetic turf fields. She highlighted the merits of that conversion, including recent improvements to stormwater drainage. The project will look to returf fields 1 and 4. Ms. Marshall also noted the bid process and indicated several bids for the project. Due to some omissions in the lowest bid, it is the recommendation of her team to select the second lowest responsible bidder. She informed the council that the project would cost $1,560,739. She also informed the council that city staff recommend awarding this bid. She then paused for questions from the council.

Council Member Lisa Ford confirmed that the bid was for Fields 1 and 4, due to the fact Fields 2 and 3 have previously been converted to synthetic turf fields. She then asked about the lifespan of the synthetic turf and how often it would need to be replaced.

Ms. Marshall explained to Council Member Ford that the longevity of a synthetic turf field is usually 10 years before it would need to be replaced. She then mentioned the benefits of the lack of maintenance needed with synthetic turf.

Vice Mayor Johnnie Parks recounted his experience in speaking with community members to determine the rate of injury due to synthetic turf fields. He informed the council that there is no greater risk in synthetic turf over natural turf.

Ms. Marshall followed Vice Mayor Parks point with additional facts regarding synthetic turf and its popularity among other sport facilities, and the likelihood players on the field would have experience with the landscape materials.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to approve Item 25-629 and award the lowest responsible bid to Mammoth Sports Construction, LLC. for the construction of the Nienhuis Football Synthetic Turf Fields (Project 2460360)
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-652 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1658, a Resolution authorizing the acceptance of Updates to the Broken Arrow NEXT Comprehensive Plan

Amanda Yamaguchi, Planning and Development Manager for the City of Broken Arrow, introduced the item to the city council. She explained the Resolution is to algin the Comprehensive Plan to zoning ordinances for the City of Broken Arrow. She explained that several pages of zoning ordinances need to be changed in order to algin with another item on the agenda that the council is expected to pass. She reiterated that this is to bring the Comprehensive plan into agreement with the new zoning ordinances. She paused for questions from the City Council.
Vice Mayor Johnnie Parks reaffirmed that the council was not changing any of the Broken Arrow NEXT Comprehensive Plan, just some terminology found within it.
Ms. Yamaguchi responded in the affirmative and said that there were specific references on four pages of the comprehensive plan to specific zoning districts, and would reflect the updates needed by the new zoning ordinances.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-652, authorization to execute Resolution No. 1658, a Resolution authorizing the acceptance of Updates to the Broken Arrow NEXT Comprehensive Plan
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 25-653 Consideration, discussion, and possible approval of COMP-002056-2025 (Comprehensive Plan Change), Lynn Corner, 23.18 acres, Levels 3 & 4 to Level 3, located on the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

Amanda Yamaguchi, Planning and Development Manager for the City of Broken Arrow addressed the council with a change to the Comprehensive Plan. She informed the council that this is an amendment to change approximately 23 acres of land marked as Level 3 and Level 4 to a change of all acres marked as Level 3. She gave a rough outline of where the property was plotted and located at the northeast corner of Washington Street and 9th Street. She then informed the council that if this item were to be approved, the applicant would return to the planning commission with an application to rezone to RS4. She recounted the activities of the Planning Commission of April 24th in which the applicant submitted a conceptual plan and layout demonstrating approximately 68 lots. She continued with a summation of a neighbor to the property who spoke at the planning commission meeting in opposition to the development, citing concerns about loss of privacy due to the wooded lot behind her home, property values, and other issues. Ms. Yamaguchi informed the council that the Planning Commission recommended approval for the application. Council Member Ford asked Ms. Yamaguchi for the degree of unity of the votes from the Planning Commission. Ms. Yamaguchi indicated the votes were all in. favor of the application.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-653, approval of COMP-002056-2025 (Comprehensive Plan Change) Lynn corner, 23.18 acres, Levels 3 & 4 to Level 3, Located on the north east corner of Washington Street (91st Street) and 9th street (Lynn Lane Road)
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F . 25-653 Consideration, discussion, and possible approval of COMP-002091-2025 (Comprehensive Plan Change), Bel Lago, 17.2 acres, Level 2 (Urban Residential) to Level 3 (Transition Area), located approximately one-half mile north of Houston Street (81st Street), one-half mile west of Evans Road (225th E. Avenue)

Amanda Yamaguchi, Planning and Development Manager for the city of Broken Arrow addressed the council with a change to the Comprehensive Plan. She informed the council that this is an amendment to change approximately 23 acres of land marked as Level 3 and Level 4 to a change of all acres marked as Level 3. She gave a rough outline of where the property was plotted and located at the northeast corner of Washington Street and 9th Street. She then informed the council that if this item were to be approved, the applicant would return to the planning commission with an application to rezone to RS4. She recounted the activities of the Planning Commission of April 24th in which the applicant submitted a conceptual plan and

layout demonstrating approximately 68 lots. She continued with a summation of a neighbor to the property who spoke at the planning commission meeting in opposition to the development, citing concerns about loss of privacy due to the wooded lot behind her home, property values, and other issues. Ms. Yamaguchi informed the council that the Planning Commission recommended approval for the application.

Vice Mayor Johnnie Parks asked Ms. Yamaguchi about the ownership of the properties.

Ms. Yamaguchi responded to his questions indicating that the Homeowners Association of Bel Lago, and the applicant developer both own their respective properties and that none of the land discussed is owned by the City of Broken Arrow.

Vice Mayor Parks discussed his recent conversations with members of the public who are against the development of the applicant's plot. He then asked if there were members of the community who wished to speak against the proposed item.

After none were identified, Ms. Yamaguchi informed the council that there were 4 community members who opposed the plan at the planning commission meeting. These community members brought up many concerns like the number of multifamily units, concerns of increased congestion and traffic patterns through the subdivision, loss of green space, and other concerns of that nature. Ms. Yamaguchi also pointed out to the council that no multifamily unit traffic will flow through the neighborhood, and that emergency services will have access through a secondary gate to the Bel Lago community, but that would have to be built and installed.

After much discussion of the location of the application, and the additional affected communities, the council then moved to the discussion of buffer zones. Ms. Yamaguchi informed the council of the 20ft buffer zone requirement but also indicated the flood zone as an additional buffer. She then informed the council that the applicant was present. The Council invited the applicant to speak on the matter and stand up for questions from the council.

Attorney Tom Vogt, of Tulsa, Oklahoma, representing the landowner introduced himself to the council. He described the plan for the development’s buffer zone to include the extensive floodplain, as well as a screening fence along the east portion of the development. He also noted several access points to the new neighborhood that would alleviate several traffic related concerns to Bel Lago community members. He noted concerns from Bel Lago community members that the multi-family housing units would not be a multi-story apartment building, but small detached units at approximately 1200 square feet. He documented he and his clients' attempts to meet with the public, indicating good turnout of about 80 people at a local elementary school. In this recent meeting, the developer showed off plans for the proposed development and answered questions and concerns. He highlighted the proposed construction materials, and that the builder of this development built many homes in the Bel Lago community. Mr. Vogt then again reaffirmed that the property would house less unit per acre on the property than an apartment community would. Mr. Vogt then described proposed parking options included in the development plans.

Mayor Debra Wimpee asked for clarification on the lack of concept images of the proposed units.

Ms. Yamaguchi reaffirmed that the council members received a draft PUD. She informed the council that once the change to the comprehensive plan was approved, the applicant would return to the Planning Commission with a rezoning application and a complete PUD. After those actions, she explained the council members would receive those additional details.

Mr. Vogt explained his intention to submit a full PUD but due to the changes needed in the comprehensive plan first, he was unable to.

Vice Mayor Johnnie Parks remarked that in the past there has been a difference in how the approval was tied to PUD.

Ms. Yamaguchi confirmed that notion and reiterated that the recommendation from the Planning Commission would be an approval subject to a PUD similar to the draft PUD the is being presented on the property. Otherwise, the comprehensive plan would not change.

Vice Mayor Parks responded with understanding, and that any major change would additionally need to come before the council.

Mr. Vogt for the applicant assured the council that this development had matured past the initial stages, and identified the engineer of the project, Mr. Jeff Tunnell, as present in the room.

Council Member Justin Green asked Mr. Vogt of the property ownership of two of the parcels of land in discussion. Mr. Vogt agreed that the two being discussed were owned by the same property owner.

Mayor Debra Wimpee questioned Mr. Vogt if any traffic studies had occurred in the proposed area. She mentioned how frequently she travels down this road, and whether an additional 300 cars would be feasible on the roadway. Ms. Yamaguchi responded that there have not been any traffic studies completed at this stage, as they are not required until further along in the development process, specifically in the engineering and platting phase. She then went on to explain that the City Council can request a traffic study at any time and can require a study as part of the council’s recommendation, but city staff do not have the authority to request a study at this stage in the project.

The Council and Mr. Vogt then discussed the timing of the project so far, indicating that first, the application came before the planning commission in January 2025. The planning commission then asked the applicant to meet with the members of the community to address

concerns. The Applicant and their team met with members of the community in late February 2025. When the item came back to the planning commission, there were significantly less concerned members of the public ready to speak in opposition to the planned development. Mr. Vogt believes that the meeting addressed many concerns of those individuals who had previously voiced loud concerns.
The council and Ms. Yamaguchi then went through and discussed the actions of the Planning Commission, including the history of the item, and the approval vote record from the planning commission. Mrs. Yamaguchi also wanted to note for the council that the application with multifamily zoning will require a .4 mile notification radius which is larger than the conference at plottage.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-653, approval of COMP-002091-2025 (Comprehensive Plan Change), Bel Lago, 17.2 acres, Level 2 (Urban Residential) to Level 3 (Transition Area), located approximately one-half mile north of Houston Street (81st Street), one-half mile west of Evans Road (225th E. Avenue)
The motion carried by the following vote:

Aye: 3 Justin Green, Lisa Ford, Johnnie Parks,
Nay: 1 Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances

A. 25-674 Consideration, discussion, and possible adoption of Ordinance No. 3873, closing an easement from Anthem Church, Inc, on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002076-2025)
Amanda Yamaguchi, Planning and Development Manager, addressed the council on the closing of a portion of a utility easement for Anthem Church. This easement lies underneath a new building. The Anthem Church has dedicated a new easement to replace this easement and put in the water line. This easement, under the building, is no longer in use.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 25-674 adoption of Ordinance No. 3873, closing an easement from Anthem Church, Inc, on property located one-third mile north of Houston Street (81st Street), one-quarter mile east of Garnett Road, Tulsa County, State of Oklahoma, (Section 08, T18N, R14E), repealing all ordinances to the contrary; and declaring an emergency (EASE-002076-2025)

The motion carried by the following vote:

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-675 Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3873; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
No summation or introduction was made for this item.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-675, approval of an emergency clause for Ordinance No. 3873; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-710 Consideration, discussion, and possible adoption of Ordinance No. 3877, An Ordinance amending The Broken Arrow Code of Ordinances, to regulate and restrict land use, building use and the location of buildings designed for specific uses; to regulate the limit of height of buildings hereafter erected or altered; to regulate and determine the size and area of yards and other open spaces; to regulate the density of land use; to establish Zoning Districts based upon a Comprehensive Plan and to delimit such districts by reference to a map; to provide for off-street parking and loading; to provide for the application of zoning clearance permits and the issuance thereof by the City Manager or his Authorized Representative; to provide for amendments to this Ordinance; to provide for enforcement and prescribing penalties for the violation of the provisions; to provide for the board of adjustment to define its powers; to provide for severity; to provide for procedure before the Council and the Planning Commission; to provide for amendments, Codification of this Ordinance and repeal of conflicting Ordinances, repealing all ordinances to the contrary; and declaring an emergency; and to become Effective July 1, 2025

Amanda Yamaguchi, Planning and Development Manager for the City of Broken Arrow, introduced the new Broken Arrow Zoning ordinances. She indicated that work on this item began in 2020, with a successful public kick off in 2021. Ms. Yamaguchi additionally recounted how much work, and energy went into these zoning ordinances, as well as the number of public hearings and meetings that were held in its development. The council expressed their excitement to approve the item, noting the length of the process.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford.
Move to Approve Item 25-710 adoption of Ordinance No. 3877.
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-711 Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3877; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
There was no discussion about this item.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-711, approval of an emergency clause for Ordinance No. 3877; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

E. 25-708 Consideration, discussion, and possible adoption of Ordinance No. 3878, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2092, generally located one-quarter mile south of Tucson Street (121st Street), one-half mile west of Elm Place (161st E. Avenue), granting RS-3 zoning classification upon the tract, repealing all ordinances to the contrary; and declaring an emergency
Amanda Yamaguchi, Planning and Development Manager, explained the item to the council, as a change to the zoning map for a development plat to change the map to a RS-3 zone.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve Item 25-708 adoption of Ordinance No. 3878, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2092, generally located one-quarter mile south of Tucson Street (121st Street), one-half mile west of Elm Place (161st E. Avenue), granting RS-3 zoning classification upon the tract, repealing all ordinances to the contrary; and declaring an emergency
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

F. 25-709 Consideration, discussion and possible approval of an emergency clause for Ordinance No. 3878; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
No discussion was had for this item.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve Item 25-709, approval of an emergency clause for Ordinance No. 3878; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:
Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

12. Remarks and Inquiries by Governing Body Members

Vice Mayor Johnnie Parks commended the collaboration between the History Museum and the Senior Center on their recent Rooster Day dinner. He commended the staff of the Senior Center who work right alongside the History Museum staff and volunteers to set up, break down, and clean up the event. He also commended the Senior Center for volunteering their facility at no charge to the History Museum. He also recounted the success of the pie auction. Additionally, Vice Mayor Parks informed the public that the Governor of the State of Oklahoma has called special elections to fill the seats for Oklahoma State Representatives in Districts 71 and 74 as indicated in a letter he received from the Tulsa County Election Board. He also included the schedule of the election, with Republican runoff primaries on May 13, 2025, and a general election on June 10, 2025. The state election board will continue to send our confirmations letters to voters who fit into five categories. He added that the letter encouraged community members to log onto the Oklahoma Voter Portal within 60 days to update their information.
Council Member Lisa Ford praised the decoration of the City of Broken Arrow Float in the

Rooster Days parade. She then described that the float contained a rotating carousel and bubbles containing a vapor that dissipated after popping. She then remarked on the construction, and how grateful the council was for the individuals responsible for its design and execution. Other members of the council also agreed and were appreciative of the efforts. Council Member Justin Green expressed his admiration of the Sound of Broken Arrow, the choir from the Broken Arrow Senior Citizen Center who performed in the chambers of the city council for National Elected Officials Day. The members of the choir recognized all city employees for their hard work and performed patriotic songs for the group assembled. Council Member Green noted this incredible performance and thanked the choir.

Mayor Debra Wimpee shared with the City Council that The City of Broken Arrow was named The Best Place to live in the State of Oklahoma, and Number 12 in Best Places to Live in the United States of America. She attributed this ranking to the contributions of dedicated staff, public safety, and the measure, intentional growth of the community. She also included remarks about the great local community regarding community events, employers, restaurants, and retail in the area.

Mayor Wimpee shared with the community about a public meeting the city council is hosting regarding human trafficking. It will be at NSUBA from 8:30am-12:00pm on Friday. She went on the explain the meeting is to bring awareness of the issue to the community, listen to industry professionals.

Mayor Wimpee also shared there would be an event on Saturday called Avenue of the Flags, at Floral Haven beginning at 10am. The ceremony will feature the son of General Mancino. Following that, at 1:00pm the Youth on Guard Tomb of the Unknown Soldier reenactment will begin and continue until Monday at 3:00pm. Additionally, Mayor Wimpee indicated that Tuesdays in the Park will begin on June 2.

Council Member Ford informed the City Council that the rose garden dedication and ceremonial ribbon cutting will begin at 10am on Friday. The rose garden is located behind the community center. The public in encouraged to attend.

Mayor Wimpee also informed the council that the former Superintendent Max Smith passed away. The Council noted his longtime service to the schools and education systems of Broken Arrow. His Memorial Service is Friday at 2pm at Arrow Heights Baptist Church for those interested in attending.

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

City Manager Michael Spurgeon updated the council on the Oak Grove Fire Protection District plan. He reminded the council that the voters in the district voted to begin paying additional property taxes needed to support their additional contributions to the district in order to provide necessary emergency services to the area. Mr. Spurgeon went on to illustrate the work the Fire Chief Moore's work to engage community leaders and additional leaders in nearby counties. These meetings included a recent meeting to establish protocols for dispatching to these areas. City Manager Mike Spurgeon then informed the council of a recent question on the improvements to County Line Road. He then said that pending the approval for capital improvements in the city budget, the city is prepared to begin work in July on a mill and overlay of the road. This will take place from the roads of Houston to New Orleans. In his final update to the council, Mr. Spurgeon informed to council that Senate Bill 701 will be heard in the legislative house of Oklahoma the following day. He reiterated the importance of the bill and that it would determine whether or not NSU could be heard at the Board of Regents to offer traditional four-year college classes.

15. Adjournment

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

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

Aye: 4 Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-916, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Acceptance Planning Commission meeting minutes of May 22, 2025

Background:
The minutes of the Planning Commission meeting held May 22, 2025, were approved by the Planning Commission on June 12, 2025.

Cost: Approximately $135.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 05-22-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held June 12, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, May 22, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-726 Approval of Planning Commission meeting minutes of May 8, 2025

B. 25-686 Approval of LOT-002170-2025, Lynn Lane Plaza East, 2 lots to 1 lot, 1.89 acres, IL (Industrial Light), located approximately one-eighth mile south of Houston Street (81st Street) and east of 9th Street (Lynn Lane Road)

C. 25-705 Approval of LOT-002137-2025, 514 N Birch, 1 lot to 2 lots, 0.24 acres, Area 1-DROD, located approximately one-eighth mile east of Elm Place (161st Street) and one-quarter mile south of Kenosha Street (71st Street) at 514 N Birch Street

D. 25-735 Approval of LOT-002148-2025, Spring Creek Plaza Consolidation, 2 lots to 1 lot, 1.95 acres, CH (Commercial Heavy)/PUD (Planned Unit Development) 294, located approximately one-eighth mile south of Tucson Street (121st Street), east of Elm Place (161st E. Avenue)

E. 25-739 Approval of LOT-002169-2025, Pine Valley Reserve Amended, 6 lots to 5 lots, 0.77 acres, RM/PUD-326, located approximately one-quarter mile north of New Orleans Street (101st Street), one-quarter mile west of Olive Avenue (129th East Avenue)

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to approve Consent Agenda
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 25-687 Public hearing, consideration, and possible action regarding BAZ-002130-2025 (Rezoning), County Line Crossing, approximately 51 acres, A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential), located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-687, BAZ 2130-2025 is a request to rezone 51 acres from agricultural (A1) to single-family residential (RS3 and RS4) for a proposed detached housing development north of New Orleans Street and a third of a mile west of 23rd Street. The western 34.68 acres would be rezoned to RS3, aligning with Level 2 of the Comprehensive Plan, while the eastern 16.25 acres would be rezoned to RS4, consistent with Level 3. The development must connect to existing stub streets to the west and will have access from New Orleans Street and County Line Road. Staff recommend approval, contingent on platting, as the request complies with the Comprehensive Plan and surrounding land use.

Megan Pasco of Tanner Consulting stated that they agree with the staff's recommendation and are available to answer any questions.

Diana Barbee, property owner at 9656 South 190th, whose land adjoins the eastern edge of the RS3 area, expressed support for the development but raised concerns about preserving existing trees along 90th and 97th Streets, managing watershed impacts—particularly regarding an old pond near the RS3 eastern boundary—and clarifying the type of fence to be used between existing and new residential areas. They also sought clarification on the term "transition area" in reference to the county line property.

Ms. Yamaguchi explained that the "transition area" refers to Level 3 in the comprehensive plan, which allows for higher-density housing and small-scale businesses but not heavy commercial or industrial uses. While apartments or duplexes could be allowed under Level 3, they are not currently part of this request. Ms. Barbee confirmed that there is an existing commercial property nearby and inquired about duplexes, which Ms. Yamaguchi deferred to the applicant to clarify.

Weister Smith, a resident, did not wish to speak but is in support of the development.

Mackenzie Hackett, Staff Planner, read a letter by Scott Donathan into the record. *(summarized)* "I respectfully oppose the rezoning request, arguing that the RS4 designation is inconsistent with surrounding neighborhoods, all of which have larger lot sizes such as RS3, R2, or rural residential estates. I emphasize that no nearby developments feature RS4-sized lots and that introducing them would set a precedent incompatible with the area's character and home values. Additionally, I have concerns about traffic impacts, noting that South 193rd East Avenue is in poor condition, frequently floods, has a problematic railroad crossing, and lacks infrastructure improvements. In conclusion, the area's infrastructure cannot support higher-density development, and I urge the Planning Commission to deny the request."

Ms. Pasco clarified that duplexes are not included in the application and are not permitted under the proposed zoning classifications. She acknowledged that some tree clearing will be necessary for development; however, efforts will be made to preserve trees where feasible, with more details to be provided during the preliminary plat stage. She emphasized that the zoning requests were made thoughtfully, aligning with the comprehensive plan and respecting the existing RS3 zoning of Seven Oaks to the west. She welcomed any additional questions.

In response to questions about tree preservation, Ms. Pasco stated that it was explained that utility easements, which typically require clearing around the property perimeter, involve clearing trees to allow space for services such as electricity and telecom. While some trees might be preserved, particularly near drainage features or ponds—possibly along the northern boundary—most of the site will need to be cleared for grading, roads, and utilities. It was acknowledged that only a limited number of trees can realistically be saved during the development process.

Ms. Yamaguchi clarified that under the current zoning ordinance, there are no requirements for perimeter trees or landscape buffers between residential lots, such as along the north and west boundaries. Landscaping is only required along street frontages, such as 23rd Street and New Orleans. Typically, each lot includes one tree, and fencing along rear lot lines is left to individual property owners. However, the developer is required to install fencing along arterial streets.

The commission expressed support for the development, noting the area's history as an FFA farm and appreciating the thoughtful use of both RS3 and RS4 zoning. In response to a question about infrastructure, Ms. Yamaguchi explained that future engineering and platting phases will address requirements for water, sewer, stormwater, and likely detention facilities. Ms. Pasco added that a preliminary engineering review found no offsite infrastructure needs, as water and sewer services are already in place. Right-of-way dedication during platting will support future street widening. Additionally, the city is planning a mill and overlay for 23rd Street from 101st to 81st, with the potential for long-term improvements through an upcoming bond initiative.

During the closing discussion, Commissioner Mindy Payne thanked Ms. Yamaguchi, and Chairman Robert Goranson reiterated that while the land is currently zoned A1, the Comprehensive Plan designates it as Level 2 and Level 3, making RS3 and RS4 the appropriate zoning classifications. He also explained the public comment procedures, noting that only those who had signed up before the meeting would be allowed to speak. However, further public input could be made at the City Council meeting on June 16. Ms. Yamaguchi confirmed the Planning Commission is a recommending body, and even if the request is denied, the applicant can appeal within 30 days. Commissioner Jason Coan supported the proposal, highlighting that it respects the surrounding RS3 zoning and avoids introducing multi-family housing, which could have caused more concern. He added that property owners should have the right to develop within zoning guidelines and in accordance with the Comprehensive Plan. Commissioner Payne and others acknowledged the current traffic concerns but noted that traffic is moving adequately and improvements are planned. Chairman Goranson emphasized that this meeting concerns zoning only, not site or landscape plans, and tree and drainage issues

will be addressed in later phases.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to approve Item 25-687 BAZ-002130-2025 (Rezoning), County Line Crossing, approximately 51 acres, A-1 (Agricultural) to RS-3 and RS-4 (Single-Family Residential), located north of New Orleans Street (101st Street), one-third mile west of 23rd Street (193rd E Avenue / County Line Road)
The motion carried by the following vote:

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

B. 25-688 Public hearing, consideration, and possible action regarding PUD-002040-2025 (Planned Unit Development) and BAZ-002088-2025 (Rezoning), The Plaza at Forest Ridge, approximately 17 acres, located south of Kenosha Street (71st Street) and one-half mile east of Oneta Road (241st E. Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-688 concerning PUD 2040-2025 and BAZ 2088-2025, a request to rezone approximately 17 unplatted acres south of Kenosha Street and half a mile east of Oneida Road. The proposal supports a town-center mixed-use development, with the portion along Kenosha to be rezoned CG (Commercial General) and the interior to CM (Community Mixed Use), allowing a mix of uses while protecting nearby residential areas. Access will be available from Kenosha, with internal circulation facilitated via private streets, as finalized during the platting process. The site is designated Level 4 in the comprehensive plan, which aligns with the requested zoning. A portion lies in a 100-year floodplain and will be reserved and zoned FD during platting. Water and sewer services are available, and staff recommend approval on the subject to platting. The applicant is present for questions.

Davis Robson, representing Robson Companies, the developer, introduced the team and provided a brief overview of the project's vision, which complements the Forest Ridge offerings originally outlined in PUD 66. While the location differs from the initial plan, the mixed-use concept remains intact, featuring three development areas connected by trails and green space to promote walkability, biking, and golf cart access. The project aims to be a community destination featuring retail, dining, townhomes, and regularly scheduled events, such as art shows and farmers' markets. Conceptual slides illustrate the shopping and dining zones, central green space, and live/work units. Robson then turned the presentation over to Jill Ferenc to discuss PUD and zoning highlights.

Jill Ferenc, TSW, outlined the PUD and zoning details, emphasizing that the CM and CG zoning, combined with the PUD, supports a compatible and innovative mixed-use development aligned with the Level 4 designation and special district overlay on the comprehensive plan. The development is divided into three areas: Area A is the mixed-use core with shops, services, entertainment, and live/work units; Area B is the commercial gateway with space for retail, restaurants, offices, and services; and Area C is the residential edge with townhomes buffering adjacent residential areas to the south. The PUD restricts incompatible uses, such as gas stations and vehicle repair facilities, while encouraging community-oriented uses, like farmers' markets and childcare centers. Design standards, including DROD-based guidelines for townhomes, promote walkability. The plan also reduces parking requirements by 50% to avoid over-parking, leveraging shared parking at the nearby golf club. All streets will be private and maintained by a property owners association. Jill concluded by inviting questions after the next engineering presentation.

Preston Bartley, a civil engineer with Westwood Professional Services, explained the site's access, circulation, and utility planning. The development will feature three main entrances off Kenosha, connected by a looped private road and an east-west corridor, all of which meet fire department standards. Emphasizing walkability, Preston noted that the 50% parking reduction mirrors the approach used in New Orleans Square, with the actual design still exceeding minimum parking needs. Utilities will be extended from adjacent public lines, with all drainage accounted for. A dry detention pond in the southwest corner will also serve as a recreational green space. In contrast, another green area along the east will function as both a community gathering space and a fire access lane, featuring reinforced grass pavers to maintain aesthetic appeal. The smallest townhome lots are 45x52 or 26x75, with shared walls that split the lot lines.

Kevin Maevers, Director of Development Services for Robson Companies, emphasized the importance of community engagement in conjunction with the project's technical aspects. Prior to the meeting, the team hosted three public outreach sessions near the site, with over 150 attendees. Feedback was generally positive, with residents excited about the development and its offerings. Two main concerns arose repeatedly: whether national brands on the Kenosha pad sites would adhere to the project's architectural guidelines and whether there would be sufficient parking for events. In response, Mr. Robson assured that all tenants, including national brands, will be held to the same architectural standards through binding covenants,

ensuring a cohesive look.

Regarding parking, Mr. Maevers stated although a 50% reduction is requested, the current plan already provides about 80% of the required spaces. Development Area A has 78% of the required parking, and Area C (residential) is over-parked, with both garages and 18 visitor spaces, totaling 126% of the requirements. Final figures may be adjusted to account for pad site development, but overall, parking is considered sufficient for the project's needs.

Mr. Maevers concluded the presentation by highlighting an agreement in progress between the plaza and the adjacent golf club to provide 100–200 overflow parking spaces during peak times and special events, ensuring adequate parking beyond the on-site provisions. He thanked the commissioners for their attention and emphasized that the extensive data and planning reflect over 30 years of development vision. He reiterated that the only items currently under consideration are the PUD and zoning change, with construction and design details to follow. He also praised city staff, especially Ms. Yamaguchi, for their support and invited commissioners to ask any questions.

Commissioners raised several detailed questions and clarifications about the conceptual PUD for the Forest Ridge mixed-use development. They confirmed that what is currently under review is only the PUD and rezoning—not the engineering or construction specifics. Key concerns included the timing of the project relative to the planned Kenosha Street widening and traffic signal installation, both of which the developer agreed are necessary before construction can proceed. Questions were also asked about walkability from neighboring areas, with assurances given that sidewalk and trail connectivity, including a 10-foot-wide path, will be incorporated.

There was discussion about a conceptual tunnel under Kenosha for golf carts and bikes, with clarification that it is not part of the current approval and would require a separate engineering review. Regarding short-term rentals, the developer requested an exemption to the city's 300-foot separation rule within Development Area C. However, commissioners raised concerns about potential fairness issues to neighboring properties, prompting staff to develop refined language to limit unintended impacts.

Noise and visual buffering for homes to the south were addressed through a planned evergreen landscape buffer and strategic building placement, providing both vegetative and structural screening. Comparisons were made to more intensive commercial buffers, with the developer asserting this plan exceeds those standards.

Parking was discussed extensively. While the PUD proposes a 50% reduction, the developer clarified that the parking design is based on staggered peak use, walkability, and a shared-use agreement for 100–200 overflow spaces at the nearby golf club. Commissioners suggested restricting future requests for further parking reductions in Development Area B to preserve adequate capacity, which the applicant agreed to review. Signage will be installed to direct overflow parking, and adjustments are being made to the club to manage parking loads better.

Finally, staff and commissioners reiterated that this phase is limited to land use and zoning. All site-specific engineering, traffic, and design details will be finalized in later stages if the PUD and zoning changes are approved.

Valarie Farrow, a resident of Covington Acres, voiced opposition to the proposed development due to flood concerns. Her home is located in a flood zone, and despite taking personal precautions, such as purchasing flood insurance, she has noted that heavy rains have brought water within 10 feet of her house. Ms. Farrow expressed particular concern for the three homes at the entrance of Covington Acres, all of which are within the floodplain, and questioned how the added development might exacerbate runoff or flooding. While she praised the city for managing beaver dams and maintaining nearby detention ponds, she raised concerns about the effectiveness of the proposed dry detention pond in the southwest green space. She sought clarification on its role in mitigating flood risk.

Ms. Farrow continued her comments by emphasizing that the proposed dry detention pond could still contribute runoff into the existing drainage system, which includes culverts leading to a pond east of Dennis Boulevard and eventually to Covington Street and under Kenosha. She warned that this system is already prone to flooding and urged the commission to consider how the new development could exacerbate that risk carefully. She also voiced concerns about how sewer and utility infrastructure could affect soil stability and groundwater levels, potentially increasing flood vulnerability. Acknowledging these are complex engineering matters, she nonetheless stressed the importance of protecting the area's natural character. She expressed sadness over the potential loss of green space that drew her family to the neighborhood.

Chairman Robert Goranson acknowledged Ms. Farrow's concerns and explained that developments in Broken Arrow are not permitted to increase stormwater runoff onto neighboring or downstream properties. He noted that the proposed dry detention pond is intended to manage and control runoff by gradually releasing water rather than allowing uncontrolled flow, which could potentially improve current conditions. Chairman Goranson encouraged continued collaboration with the city to address existing drainage issues. Ms. Farrow reiterated that while she understands the concept of dry detention, the area in question is the lowest point in the system, and she remains concerned about cumulative impacts. Chairman Goranson reaffirmed that the detention design intends to mitigate those effects through controlled discharge.

Preston Bartley, development civil engineer, confirmed that drainage had been a primary concern from the start, especially given the area's history with Covington Creek. The team has coordinated extensively with the City of Broken Arrow's Engineering Department, and a 2022 preliminary study—already reviewed and approved—sized the detention pond and designed a future outflow pipe. The development will build upon that study with further downstream analysis to ensure that no adverse impacts occur. Since part of the site lies within a floodplain, the team will submit the project to FEMA for review and secure a Letter of Map Revision (LOMR) upon completion. To meet FEMA requirements, additional valley storage will be created, providing enhanced flood control and further mitigating potential impacts on neighboring properties.

The commission concluded its discussion by addressing final concerns and providing clarifications. Valerie Farrow proposed a revision to the PUD to prevent the development's short-term rentals from affecting nearby residents' ability to obtain their rental licenses under the city's 300-foot separation rule. Commissioners agreed with the intent and directed staff to work with the applicant in an appropriate language before the item proceeds to the City Council.

Commissioner Jonathan Townsend expressed continued concern about the proposed 50% parking reduction, prompting Mr. Maevers to explain that the reduction is based on staggered peak demand among different business types—such as a breakfast restaurant and a dinner-only establishment—allowing for shared parking use. Mr. Maevers emphasized that this approach reduces excess impervious surfaces, supports walkability, and aligns with the project's design goals. He also noted that parking areas in Development Areas A and C would be placed in a shared reserve maintained by a property owners' association, with the intention of extending similar shared-parking flexibility to pad sites.

Commissioner Townsend acknowledged that the parking strategy now made more sense, particularly in light of concerns about runoff and flood risk raised earlier. He also confirmed the only requested PUD amendment was the short-term rental radius exception. Chairman Goranson reminded everyone that tonight's approval pertains solely to the zoning and PUD elements. Elements such as road widening, signals, or tunnels shown in the conceptual plans are not being approved and would require separate reviews and agreements.

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend
Move to approve Item 25-688 with included language that short-term rentals outside the PUD area will not need to meet the 300' distance requirement to short-term rentals inside the PUD area PUD-002040-2025 (Planned Unit Development) and BAZ-002088-2025 (Rezoning), The Plaza at Forest Ridge, approximately 17 acres, located south of Kenosha Street (71st Street) and one-half mile east of Oneta Road (241st E. Avenue)
The motion carried by the following vote:

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

C. 25-689 Public hearing, consideration, and possible action regarding COMP-002093-2025(Comprehensive Plan Change), Aequitas Tucson Development, 11.72 acres, Levels 2 & 3 to Levels 3 6, & Greenway/Floodplain, located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-689, Comp 2093-2025, is a request to amend the comprehensive plan designation for approximately 12 unplatted acres located about an eighth of a mile south of Tucson Street and half a mile west of Elm Place, changing it from Levels 2 and 3 to Level 3 and Level 6 with a Greenway floodplain designation. The site, currently split by a floodplain, is proposed for three uses: commercial heavy (CH) on the east, light industrial (IL) in the center for high-end executive garage storage, and multi-family residential (up to 55 units) on the west. While the multi-family component complies with density limits under the zoning ordinance, the site layout and driveways are still conceptual and may require adjustments. If approved, the existing Planned Unit Development (PUD) on part of the site would be voided. All floodplain areas will be designated as reserves or flood districts during the platting process. Staff recommend approval of the comprehensive plan amendment, contingent upon submission and acceptance of a PUD

that is consistent with the proposed land use concept. Water and sewer services are available. Nicole Watts of Wallace Design Collective stated agreement with the staff's recommendation and expressed willingness to discuss the project's intent and the draft PUD further if desired by the commission.

Mackenzie Hackett, Staff Planner, read a comment into the record. Sam Woodard, a resident of West Union Court, submitted written opposition to COMP-002093-2025, urging the Planning Commission *(summarized)* "to reject the proposed comprehensive plan amendment. I emphasize the ecological value of the existing green space, citing its role in supporting local wildlife and mitigating flood risk through the natural absorption of stormwater. I express concern that the proposed Level 6 commercial development would reduce the greenbelt and increase flooding hazards despite the inclusion of a floodplain designation. I want to bring to your attention that the City of Broken Arrow has recently acquired a nearby cleared parcel. This Warren Development property is better suited for commercial use without disturbing the natural habitat. I argue that prioritizing development on the subject site over the long-vacant, ready-for-use property undermines responsible growth and environmental stewardship and urged the commission to preserve the green space in its entirety."

The commission clarified that the eastern portion of the property currently has an existing PUD Planned Unit Development (Df). Chairman Robert Goranson explained that the site is presently designated as Level 2 and Level 3 in the comprehensive plan, meaning it could already be developed with RS3 and RS4 single-family residential zoning under current conditions. He acknowledged concerns raised in the opposition letter about preserving the area's natural habitat but noted that development is already allowed under the existing plan. The matter before the commission is strictly whether the proposed change to Levels 3 and 6—with a Greenway floodplain designation—is appropriate and consistent with the city's vision for the area, prompting a call for any further discussion specifically on the comprehensive plan amendment itself.

MOTION: A motion was made by Robert Goranson, seconded by Jason Coan
Move to approve Item 25-689 COMP-002093-2025(Comprehensive Plan Change), Aequitas Tucson Development, 11.72 acres, Levels 2 & 3 to Levels 3 6, & Greenway/Floodplain, located approximately one-eighth mile south of Tucson Street (121st Street) and one-half mile west of Elm Place (161st East Avenue)
The motion carried by the following vote:

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

7. Appeals - NONE

8. General Commission Business - NONE

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

Amanda Yamaguchi, Planning and Development Manager, provided two key updates. First, the previously continued facade variance request for a McDonald's in the Peak Development area has been withdrawn, as the applicant chose to fully comply with the masonry requirements of the zoning ordinance. Second, the City Council has officially approved the new zoning ordinance, which will take effect July 1. In the meantime, a transition period will occur during which cases may fall under either the old or new code, depending on when they were submitted. Staff will indicate the applicable ordinance in each report and work with applicants individually to ensure a smooth transition. A new, user-friendly, searchable version of the ordinance will also be available online.

The Planning Commission concluded with several updates, clarifications, and remarks:

Staff confirmed they will clearly indicate in staff reports and meeting materials whether upcoming cases fall under the old or new zoning ordinance to avoid confusion during the transition period. Commissioners agreed this clarity is essential for public understanding. The newly approved ordinance, which takes effect July 1, updates side yard requirements in the RS district to a minimum of five feet on one side and a total of fifteen feet. Staff anticipates that most active cases will be resolved under the old ordinance within approximately three months, although some older PUDs will still reference it.

The first application under the new ordinance is expected at the June 26 meeting and will be requested by the RSP district. Staff acknowledged that feedback from developers is anticipated in the coming months as they begin working with the new code, which spans 552 pages and includes significant improvements, such as searchable text and visual aids. Minor revisions to the ordinance are expected as usage reveals inconsistencies or issues.

Commissioners also celebrated Broken Arrow's recent recognition as the 12th best place to live in the U.S. by U.S. News & World Report, expressing pride in the city's teamwork and public

service.

Finally, there was a discussion about landscaping compliance. Staff confirmed enforcement is complaint-based due to limited resources. Landscaping required by code must be maintained, and code enforcement will act if violations are reported—often through the city's public reporting app. Commissioners shared personal experiences with the app and praised the responsiveness of enforcement staff, noting the importance of continued follow-up to maintain standards in commercial developments.

10. Adjournment

The meeting adjourned at 6:58 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan
Move to adjourn.
The motion carried by the following vote:

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

City of Broken Arrow

Request for Action

File #: 25-942, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Acceptance Planning Commission meeting minutes of June 12, 2025

Background:
The minutes of the Planning Commission meeting held June 12, 2025 were approved by the Planning Commission on June 26, 2025.

Cost: Approximately $45.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 06-12-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held June 12, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, June 12, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

Present: 3 - Mindy Payne, Jaylee Klempa, Jason Coan
Absent: 2 - Jonathan Townsend, Robert Goranson

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-797 Approval of Planning Commission meeting minutes of May 22, 2025.

B. 25-845 Approval of PT-002183-2025|PR-000629-2024, Preliminary Plat, Oklahoma IOS Land Company, approximately 40.14 acres, 2 Lots, IL (Industrial Light)/PUD-001785-2024, located approximately one-quarter mile west of 23rd Street (County Line Road) and north of Houston Street (81st Street)

C. 25-846 Approval of PT-002198-2025|PR-000774-2024, Preliminary Plat, Tiger Crossing, approximately 17.66 acres, 7 Lots, CG (Commercial General) and CM (Community Mixed-Use)/PUD-001845-2024, located at the northwest corner of Albany Street (61st Street) and 23rd Street (193rd Avenue/County Line Road)

D. 25-847 Approval of LOT-002216-2025, Hancock Plaza, 1 lot to 2 lots, approximately 2.75 acres, CH (Commercial Heavy)/PUD-132 (Planned Unit Development), located west of the southwest corner of Albany Street (61st Street) and 9th Street (Lynn Lane)

E. 25-853 Approval of LOT-002188-2025, 616 N Cedar Avenue Consolidation, 3 lots to 1 lot, 0.24 acres, R-3 (Single-Family)/DROD Area 1 (Downtown Residential Overlay District), located approximately one-eighth mile south of Kenosha Street (71st Street), one-eighth mile east of Elm Place (161st Avenue)

F. 25-857 Approval of LOT-002178-2025, Realty One Group Dreamers Consolidation, 2 lots to 1 lot, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6 pending BAZ-002194-2025, located at the northeast corner of Broadway Avenue and Date Avenue

G. 25-865 Approval of LOT-002219-2025, Hale Lot Line Adjustment, 2 lots, 4.96 acres, R-2 (Residential Single Family), located one-quarter mile south of Kenosha Street (71st Street), east of Evans Road (225th E. Avenue)

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Approve Consent Agenda
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 25-844 Public hearing, consideration, and possible action regarding PUD-002081-2025, minor amendment to PUD-324A, 9 acres, RM (Residential Multi-Family) and PUD-324A, located approximately one-quarter mile south of Florence Street (111th Street), one-eighth mile east of Aspen Avenue (145th East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-844. PUD 2081-2025 is a minor amendment to PUD 324A for a property near Florence Street and Aspen

Avenue, proposing updated landscaping standards in line with the new zoning ordinance effective July 1. The applicant requests replacing the requirement of two two-inch caliper trees per unit with one three-inch caliper tree, plus additional shrubs and ground cover. Staff supports the amendment and recommends approval with a waiver of platting.

The platting is being waived because the property was already previously platted as part of the Aspen Ridge Business Park, making additional platting unnecessary.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Item 25-844 PUD-002081-2025, minor amendment to PUD-324A, 9 acres, RM (Residential Multi-Family) and PUD-324A, located approximately one-quarter mile south of Florence Street (111th Street), one-eighth mile east of Aspen Avenue (145th East Avenue)
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

B. 25-850 Public hearing, consideration, and possible action regarding BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-850. This is a request to rezone 28.35 acres at the northeast corner of Washington Street and 9th Street from A1 agriculture to RS4 single-family residential and CN Commercial Neighborhood for the proposed Lynn Corner development. The northern 23.18 acres are designated Level Three in the Comprehensive Plan and were recently amended to support single-family use. The 5.17-acre corner is designated Level Four for commercial use. Staff recommends approval of the rezoning, contingent on the property being platted.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Approve Item 25-850 BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

C. 25-851 Public hearing, consideration, and possible action regarding PUD-002201-2025, minor amendment to PUD-001818-2024, 30.50 acres, CH (Commercial Heavy) and PUD-001818-2024, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-851. This minor amendment for a property at the northeast corner of Tucson Street and Aspen Avenue proposes changes to screening requirements for a commercial center under development. The applicant requests reducing the rooftop screening height at the rear to three feet while maintaining full screening on the front and sides and seeks approval to use black expanded metal mesh for an outdoor garden center despite zoning prohibitions on similar materials. In exchange, they propose increasing tree plantings along the northern boundary from 22 to 25. All other provisions of the original PUD remain unchanged, and staff recommends approval based on the property's location and surrounding land uses.

Mark Capron of Wallace Design Collective emphasized that the rooftop units at the back of the building will not be visible due to their distance from the public road, a natural buffer including a blue line stream, and mature trees along the north side. This supports their request for reduced screening in that area. A representative from the architecture firm is also present and available to answer questions as needed.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 25-851 PUD-002201-2025, minor amendment to PUD-001818-2024, 30.50 acres, CH (Commercial Heavy) and PUD-001818-2024, located on the northeast corner of Tucson Street (121st Street) and Aspen Avenue (145th East Avenue)
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

D. 25-856 Public hearing, consideration, and possible action regarding BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-856. This is a

request to rezone 0.24 acres at the northeast corner of Broadway and Date Avenue from R3 to DM, allowing for an office building by combining it with an adjacent lot already zoned DM. Both lots lie within the downtown residential overlay and are currently platted; therefore, staff recommends approval of the rezoning and waiving additional platting requirements based on the property's location, the comprehensive plan, and surrounding land uses.

Joanna Ford, the property owner, clarified that she owns the lot, the company constructing the building, and the brokerage that will occupy it. Ms. Ford noted a question in the email regarding the deed and confirmed that a new warranty deed was requested.

The discussion clarified that the new warranty deed, required due to lot consolidation, must include a statement stating that the lots cannot be split without the Planning Commission's approval. Once that language is added, staff will stamp the deed. The property owner plans to consult their attorney and will stop by the office afterward to finalize the process.

MOTION: A motion was made by Mindy Payne, seconded by Jason Coan.
Move to Approve Item 25-856 BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue
The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

E. 25-871 Public hearing, consideration, and possible action regarding BAZ-002205-2025 (Rezoning), The Villas at Battle Creek, approximately 7.39 acres, CG (Commercial General) to RS-P (Single-Family Residential-Preservation), located south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)

Amanda Yamaguchi, Planning and Development Manager, presented Item 25-871. This is a request to rezone approximately 7.39 acres from CG to RSP, located just south of Omaha Street and east of Aspen Avenue, for the development of a single-family residential neighborhood. The property is currently unplatted and designated as Level Three in the City's Comprehensive Plan, which the City Council approved on May 1, 2024. The RSP zoning, which takes effect on July 1, includes minimum lot frontages of 35 feet and minimum lot sizes of 3,500 square feet. Transition buffer requirements do not apply since the proposed lots do not border the adjacent neighborhood. If recommended for approval, the request will be presented to the City Council after the ordinance takes effect.

The proposed rezoning meets the required 25% open space requirement by providing approximately 2.2 acres, which exceeds the minimum of 1.85 acres. The development will access Aspen Avenue and Omaha Street with no connection to the neighborhood to the east. Based on the location, surrounding land uses, and compliance with RSP requirements, staff recommends approval of BAZ 2205-2025, contingent on the property being platted.

Sattar Hussein, a resident living near the proposed development, expressed strong concerns about increasing traffic congestion on 51st Street, citing years of worsening conditions due to the addition of multiple apartment complexes and a lack of road improvements, such as turn lanes. Mr. Hussein acknowledged the benefits of growth and tax revenue but opposed further residential development in the area without corresponding infrastructure upgrades. He emphasized that north Broken Arrow has been overlooked in terms of road expansion and urged the city to prioritize improvements before approving more housing, ultimately stating opposition to the rezoning request.

Ms. Yamaguchi responded to the traffic concerns by explaining that widening 51st Street from Aspen to Elm is planned as a priority project in the upcoming 2026 bond package, which will go to voters in April 2026. The timeline for construction will depend on the acquisition of right-of-way and the relocation of utilities. Mr. Hussein expressed frustration and emphasized the need for more proactive infrastructure planning, referencing development approaches in cities like Dallas.

Nathan Cross, the applicant, explained that the rezoning request follows a previously approved comprehensive plan amendment and fulfills his earlier commitment to propose a small-lot single-family housing concept. Initially considering a PUD, he worked with staff once the new zoning code was in place and determined that RSP would be a more precise and more appropriate designation. He emphasized that RSP only permits single-family detached homes, and while the site plan is conceptual and not up for approval at this stage, the final lot yield is expected to be in line with the submitted concept. He welcomed any questions from the commission.

Catherine Collette, a representative from the Estates of Shenandoah in the Battle Creek area, expressed shared concerns about traffic congestion, particularly for school buses accessing

Rosa Parks and Country Lane, noting a consistent difficulty in entering traffic. Ms. Collette questioned the claim that traffic is not an issue, suggesting the speaker may travel at less congested times. She also requested clarification on the proposed development's access points, specifically whether it will exit onto Omaha Street or 51st Street.

During the discussion, concerns were raised about the traffic flow and the alignment of the proposed development's access point with existing streets, particularly North Oak on 51st Street. Ms. Yamaguchi explained that the new driveway must either align with the street across or be offset by at least 200 feet, though final engineering has not yet been completed. Ms. Collette emphasized the already limited and congested access to 51st Street from multiple neighborhoods, noting the lack of shoulders and turn lanes, and stressed the importance of forward-thinking traffic planning. It was pointed out that the current conceptual layout appears to align with the existing street across 51st.

Richard Umstead, 1608 W Sandusky, a long-time resident of Shenandoah Valley, expressed deep dissatisfaction on behalf of their neighborhood regarding the planning process for the proposed development. While supportive of property owners' rights to build, he stressed that development should be handled responsibly to avoid disrupting existing communities. Mr. Umstead highlighted that Battle Creek, with an estimated 400–500 homes and multiple cars per household, already faces severe traffic bottlenecks due to limited exit points. The proposed new development across from Oak would worsen congestion on 51st Street, creating additional conflict at a key intersection. He also criticized the lack of public notice for a previous meeting and objected to further residential expansion until 51st Street is widened. Mr. Umstead warned that even if the bond is approved in 2026, the project timeline could extend up to seven years, leaving the area underserved in the meantime.

Nathan Cross, the applicant, responded by clarifying that the current request is solely to rezone the identified portion of the property from commercial to RSP and that the conceptual site plan presented is not being approved at this time. He acknowledged the traffic concerns raised but emphasized that the rezoning itself does not create or resolve traffic issues, nor does it affect the future use of the adjacent commercial corner, which remains unchanged. He described the rezoning as a down-zoning effort intended to create a more appropriate transition next to nearby homes and the golf course and invited further questions.

Further discussion clarified that the property is currently zoned Commercial General, allowing for a shopping plaza with significant traffic impact without requiring Planning Commission or City Council approval or public notice, as long as the property is platted. They noted that the proposed residential concept, though not binding, includes traffic access to both Aspen and Omaha, potentially distributing vehicle flow. They expressed support for the rezoning, stating that 35 single-family homes would generate less traffic than commercial use and align better with long-term infrastructure plans, such as the proposed widening of 51st Street. Despite a request for additional public comment, the hearing was closed, and the meeting proceeded.

Commissioners agreed that the proposed rezoning to single-family residential makes more sense for the area than its current commercial designation, noting that it provides a better transition to the adjacent neighborhood and golf course. They emphasized the importance of community input, acknowledging its role in past decisions. The proposed plan was viewed as having lower density and greater compatibility than previous efforts to develop the site, including a previously denied apartment complex proposal that raised significant traffic concerns. Overall, the commissioners viewed the current proposal as a thoughtful and appropriate use of the property.

MOTION: A motion was made by Jason Coan, seconded by Mindy Payne
Move to Approve Item 25-871
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

7. Appeals - NONE

8. General Commission Business - NONE

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

Amanda Yamaguchi, Planning and Development Manager, announced the introduction of Jose Jimenez as the city's new planner, who has now been in his position for two weeks. It was also noted that Parker Wagnon, a summer planning intern and University of Arkansas student studying finance and possibly planning, has joined the team.

Community Development Director, Rocky Henkel shared that Special Projects Manager, Farhad Daroga, is finalizing a Request for Qualifications (RFQ) for the downtown master plan, which is expected to be advertised by the end of this week or early next week. The review

process will take approximately eight weeks. Afterward, a committee will be formed, with further updates to follow as the process progresses.

Jason Coan expressed appreciation for the presence and service of the Broken Arrow police officer attending the meeting.

10. Adjournment

The meeting adjourned at 6:06 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Adjourn
The motion carried by the following vote:
Aye: 3 - Mindy Payne, Jaylee Klempa, Jason Coan

City of Broken Arrow

Request for Action

File #: 25-1027, **Version:** 1

Broken Arrow City Council
Meeting of: July 14, 2025

Title:

Approval of and authorization to execute Resolution No. 1677, a Resolution ratifying, authorizing, and affirming payment in full of a Judgment entered in Case No. CJ-2023-3977, filed in the District Court of Tulsa County, Oklahoma, from surplus monies in the City's Sinking Fund

Background:
On May 20, 21, and 22, the matter of *Carmen Thompson, Plaintiff v. City of Broken Arrow, Defendant*, Case No. CJ-2023-3977, filed in the District Court of Tulsa County, State of Oklahoma, was tried to a jury, which rendered a verdict in Plaintiff's favor. On June 13, 2025, judgment was entered pursuant to a Jury Award in favor of Plaintiff Carmen Thompson, and against the City of Broken Arrow, Defendant, in the sum of $90,083.43, and approved by the Court.

Cost: $90,083.43

Funding Source: Fund 770

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Resolution No. 1677
Journal Entry of Judgment

Recommendation:
Approve Resolution No. 1677 and authorize its execution.

RESOLUTION NO. 1677

A RESOLUTION RATIFIYING, AUTHORIZING, AND AFFIRMING PAYMENT IN FULL OF A JUDGMENT ENTERED IN CASE NO. CJ-2023-3977, FILED IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA, FROM SURPLUS MONIES IN CITY'S SINKING FUND

WHEREAS, on June 13, 2025, in Case No. CJ-2023-3977, filed in the District Court of Tulsa County, State of Oklahoma, judgment was entered pursuant to a Jury Award in favor of Plaintiff Carmen Thompson, and against the City of Broken Arrow, Defendant, in the sum of $90,083.43,which judgment has been approved by the Court; and

WHEREAS, a survey of the Sinking Fund by City's Finance Director found a surplus of cash and investments in said fund, over and above accrued liabilities and statutory obligations, which would allow the City of Broken Arrow to pay said judgment in full, including court costs and interest thereon; and

WHEREAS, it was desirable and in the best interest of the City of Broken Arrow to make such present payment out of the City's Sinking Fund and thereafter reimburse the Sinking Fund from subsequent tax levies, as provided by 62 O.S. § 435; and

WHEREAS, $90,083.43 was drawn from the Sinking Fund, with said payment made payable to Carmen Thompson and Buxton Law Group, on June 23, 2025, to ensure no post-judgment interest accrued.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, that

(1) Payment of $90,083.43 to Carmen Thompson and Buxton Law Group, issued June 23, 2025 is hereby ratified, authorized and affirmed;

(2) The Finance Director is authorized and directed to properly advise the Tulsa County and Wagoner County Excise Boards by appropriate reports, of the prepayment of said judgment in order that said Boards may include said prepaid judgment as a necessary and lawful expense of the Sinking Fund of the City of Broken Arrow, for which appropriate tax levies may be made to replenish said Sinking Fund as provided by the provisions of Title 62 of the Statutes of the State of Oklahoma.

This Resolution is approved and passed in open meeting by the City Council of the City of Broken Arrow on this 14th day of July, 2025.

ATTEST: Mayor

(SEAL) City Clerk

APPROVED:

_____

City Attorney

DISTRICT COURT
FILED
JUN 13 2025
DON NEWBERRY, Court Clerk
STATE OF OKLA. TULSA COUNTY

DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

CARMEN THOMPSON

Plaintiff,

vs.

THE CITY OF BROKEN ARROW and BROKEN ARROW PUBLIC WORKS,

Defendants.

Case No. CJ-2023-3977
Judge LaFortune

JOURNAL ENTRY OF JUDGMENT

On May 20, 21, and 22, this matter came on for jury trial. Plaintiff Carmen Thompson appeared personally and by counsel Jim Buxton and Spencer Habluetzel. Defendant City of Broken Arrow appeared by its representative Tim Robins and by counsel Rachel Fields. The Court FINDS,

1. The matter was tried to the jury, which rendered a verdict in Plaintiff's favor of $32,264.61 in property damages and $65,000 in nuisance damages for a total of $97,264.61.

2. The jury found Plaintiff 12% liable and Defendant 88% liable. Therefore, the verdict in Plaintiff's favor shall be reduced to $28,392.86 for property damages and $57,200, totaling $85,592.86.

3. The Governmental Tort Claims Act (GTCA), 51 O.S. § 154(A)(1), caps property damages at $25,000, so the verdict shall be further reduced, bringing the amount in Plaintiff's favor to $25,000 for property damages and $57,200 in nuisance "any other loss" damages, totaling $82,200.

4. The parties have conferred regarding costs and agreed upon sufficient proofs that Plaintiff is entitled to costs of $3,563.27 allocated to the "any other loss" portion of the case.

5. Although this is an attorney fee case under 12 O.S. § 940 as to the property damages, because Plaintiff reached the property damages cap, she cannot be awarded additional attorney fees. *Truelock v. City of Del City*, 1998 OK 64, ¶ 17, 967 P.2d 1183, 1188.

6. Similarly, Plaintiff is not entitled to prejudgment interest on the property damages. *Truelock v. City of Del City*, 1998 OK 64, ¶ 16, 967 P.2d 1183, 1188 (citing *Huff v. State*, 1988 OK 118, 764 P.2d 183).

7. However, Plaintiff is entitled to prejudgment interest on the $57,200 "any other loss" damages in the amount of $4,320.16 calculated as follows

Year	Days	Annual Rate	Principal	Accrued Interest	
2023	47	1.9%	$57,200	$139.94	
2024	366	5.09%	$57,200	$2,911.48	
2025	160	5.06%	$57,200	$1,268.74+	Accruing $7.93 per day as of June 9, 2025
			Total:	$4,320.16	

12 O.S. § 727.1(F, I).

8. Therefore, the total amounts in Plaintiff's favor are $25,000 in property damages and $65,083.43 allocatable to "any other loss" damages as of June 9, 2025, totaling $90,083.43.

9. Prejudgment interest shall be added in the amount of $7.93 per day through the date of filing of the judgment.

10. Postjudgment interest applies to the "any other loss" portion specified above up to the applicable GTCA cap. 12 O.S. § 727.1(A – C).

11. The offer of proof filed by Defendant and affidavit of Defendant's finance director is sufficient to comply with 51 O.S. § 159, 62 O.S. § 362.

12. Defendant has decided to pay the judgment at once and not over the course of three years as otherwise permitted by law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that judgment be, and hereby is awarded to Plaintiff Carmen Thompson against Defendant City of Broken Arrow for total damages of $90,083.43 plus $7.93 prejudgment interest per day since June 9, 2025, and that Plaintiff is entitled to post-judgment interest to the extent allowed by law.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment shall be paid in accordance with 62 O.S. §§ 362, 365.5, 365.6; 51 O.S. § 159.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment is appropriate to be paid from the sinking fund and from the *ad valorem* tax base of Defendant. Although the award could be paid over a three-year period of time, Defendant decided payment shall be made at once, and not over the course of three years as otherwise permitted by law.

IT IS SO ORDERED.

Dated June 10, 2025

William D. LaFortune

Judge LaFortune

Approved:

Jim Buxton, OBA #19057
Spencer Habluetzel, OBA #32001
BUXTON LAW GROUP
511 Couch Drive, Suite 300
Oklahoma City, Oklahoma 73102
P: 405-604-5577 | F: 405-604-5578
jim@buxtonlawgroup.com
spencer@buxtonlawgroup.com
Attorney for Plaintiffs

Rachel A. Fields, OBA #31096
CITY OF BROKEN ARROW, LEGAL DEPT.
P.O. Box 610
Broken Arrow, Oklahoma 74013
918-259-8422 Phone
918-259-8212 Facsimile
rfields@brokenarrowok.gov
Attorney for Defendants

City of Broken Arrow

Request for Action

File #: 25-929, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a renewal agreement with Addco Electric, Inc. for electrical services

Background:
To improve service while decreasing costs, the Maintenance Services Department is recommending the first renewal of the agreement with Addco Electric, Inc. for electrical services, under the terms of the original bid which allows for annual renewals. This renewal will cover the period of July 1, 2025, through June 30, 2026.

The original quotation package was solicited by the Purchasing Division to four (4) vendors, with the City of Broken Arrow receiving one (1) bid from Addco Electric, Inc. This agreement does not replace the normal bidding process for projects over $2,500.00, nor does it obligate the City to exclusively use the selected service provider. If the City determines that an estimate for requested work is too high, the work may be bid separately.

Annually reviewing and renewing these services ensures the City continues to receive qualified service at competitive labor rates with reasonable mark-ups on parts. Addco Electric, Inc. has provided reliable service to the City in recent years.

Cost: Hourly rate as set out in agreement

Funding Source: Various departmental operational accounts

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: Bid tab for bid #24.153, City Council Renewal Doc for Addco

Recommendation:

Approve and authorize the execution of service agreement quote with Addco Electric, Inc. to provide electrician service per the quote specifications

Click here to enter text.

RFP 24.153

Electrical Service

RFP Opening Date: 05/23/24

QTY	Unit	Description	Price	Vendors
				Addco Electric Inc.
X	N/A	Contract Electrical Service - Per Requirement	X	$0.00
1	Hour	Journeyman Labor Rate Per Hour		$83.50
1	Hour	Apprentice Labor Rate Per Hour		$64.00
1	Hour	Labor Rate After Hour or Overtime Calls		$119.00
X	%	Material / Parts Show Mark Up Cost if Any		18.5%
1	Mile	Mileage charges, Calculated Basis		$0.00
X	X	Other Charges		$0.00

NOTE: RFP 24.153 was sent to four (4) vendors, with one (1) RFP responses. This RFP was published in the Tulsa World as well as the City Website.

This RFP tabulation is true and accurate to the best of my knowledge.

Ryan Baze- Director of General Services

Date: 6-3-2024

CITY OF
BROKEN ARROW
Where opportunity lives



CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow City Council defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The Broken Arrow City Council to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow City Council	
Supplier or Contractor Full Legal Name:	Addco
Original RFP Number:	25.102
RFP Title Name:	Elecrical Services
Original Award Date:	09/03/2024
Current Contract Term:	09/03/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

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

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

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

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

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025
End Date of New Contract Term:	06/30/2026

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

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

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

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	PATRICK NEIL ROBERTS
Authorized Signature:	NEIL ROBERTS
Printed Name and Title of Person Signing:	NEIL ROBERTS PRESIDENT
Date:	6/11/25
Company Address:	11365. 104 E. AVE, TULSA, OK 74128

Broken Arrow City Council

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	

City of Broken Arrow

Request for Action

File #: 25-951, **Version:** 1

Broken Arrow City Council
Meeting of: 07-15-2025

Title:

Approval of and authorization to execute a 5-year contract with Axon Enterprises for Evidence.com for the Police Department pursuant to the Oklahoma Statewide Contract

Background:
In the last two years, just over 140,000 digital evidence assets have been collected and uploaded into the police department's current digital evidence solution. The current system's server is nearing the end of its lifespan and the process of retrieving and processing digital evidence for subpoenas and court proceedings is time consuming. Given these conditions, the police department would like to move to Axon's digital evidence management system.

Evidence.com will allow for the direct upload of assets (photos, videos, surveillance footage, etc.) to their secure cloud-based digital evidence system. This includes assets from both officers and citizens. Not only will the uploading of digital evidence by officers be more streamlined, Evidence.com will allow officers to share links with victims and witnesses. This will allow the parties to upload their assets, usually in the form of surveillance footage, directly to Evidence.com.

When digital evidence is needed for a subpoena or prosecution, the digital assets can be moved directly between users of the system or shared through a portal. This is compared to the current process where the digital evidence is searched, exported and then uploaded again. Both the Tulsa County Attorney's Office and the U.S. Attorney's Office for the Northern District of Oklahoma already use Evidnece.com, and they favor this solution.

This solution also includes an upgrade to the cameras in the interview rooms at the police department. The recordings of interviews and interrogations will automatically be uploaded to Evidence.com.

Evidence.com will significantly increase efficiency compared to our current processes and will allow for future expansion, additional products, and better interoperability between devices and systems including the recent addition of Axon Fusus within the Real Time Information Center.

Axon Enterprises is an approved vendor on the Oklahoma Statewide Contract OK-MA-145-21-100 (PA-Oklahoma OK SW0157A).

Cost: $1,175,622.20 (FY 26 Cost - $235,124.44)

Funding Source: Public Safety Sales Tax Project

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Axon Enterprises Quote 599171-45679-794TS

Recommendation:
Approve of and authorize to enter a contract with Axon for Evidence.com for the Police Department

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-599171-45679.794TS

Issued: 01/22/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 110078

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
City of Broken Arrow Police Dept. 1700 W Detroit St Broken Arrow, OK 74012-3623 USA	City of Broken Arrow Police Dept. - OK PO Box 610 Broken Arrow OK 74013-0610 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tierney Stuhr Phone: (480) 712-4910 Email: tstuhr@axon.com Fax:	Joshua Russell Phone: 9184518200 Email: jsrussell@brokenarrowok.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,175,622.20
ESTIMATED TOTAL W/ TAX	$1,175,622.20

Discount Summary

Average Savings Per Year	$40,535.16
TOTAL SAVINGS	$202,675.80

Docusign Envelope ID: BF45D8FE-6623-4A75-BC04-2B86D66331ED

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$235,124.44	$0.00	$235,124.44
Aug 2026	$235,124.44	$0.00	$235,124.44
Aug 2027	$235,124.44	$0.00	$235,124.44
Aug 2028	$235,124.44	$0.00	$235,124.44
Aug 2029	$235,124.44	$0.00	$235,124.44
Total	**$1,175,622.20**	**$0.00**	**$1,175,622.20**

Quote Unbundled Price:	**$1,378,298.00**
Quote List Price:	**$1,364,200.40**
Quote Subtotal:	**$1,175,622.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	4	60	$516.15	$457.41	$457.41	$109,778.40	$0.00	$109,778.40
A la Carte Hardware									
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			$1,518.00	$1,518.00	$1,518.00	$0.00	$1,518.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	60		$0.81	$0.69	$74,358.00	$0.00	$74,358.00
73618	AXON COMMUNITY REQUEST	180	60		$10.85	$9.22	$99,603.00	$0.00	$99,603.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	60		$32.76	$27.85	$300,736.80	$0.00	$300,736.80
ProLicense	Pro License Bundle	180	60		$48.82	$41.44	$447,525.00	$0.00	$447,525.00
A la Carte Services									
80190	AXON EVIDENCE - CHANNEL SERVICES	1			$50,000.00	$42,500.00	$42,500.00	$0.00	$42,500.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	60		$10.85	$9.22	$99,603.00	$0.00	$99,603.00
Total							**$1,175,622.20**	**$0.00**	**$1,175,622.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	08/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	08/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	08/01/2025
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	08/01/2025
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	08/01/2025
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	08/01/2025
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	08/01/2025
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	08/01/2025
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	08/01/2025
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	1	08/01/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	08/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER	2	09/01/2025	08/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		SERVER			
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	09/01/2025	08/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	540	09/01/2025	08/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	180	09/01/2025	08/31/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	09/01/2025	08/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	180	09/01/2025	08/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	09/01/2025	08/31/2030

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1700 W Detroit St	Broken Arrow	OK	74012-3623	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 1	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 1	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 1	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 2	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 2	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 2	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 3	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 3	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 3	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 4	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	4	$21,955.67	$0.00	$21,955.67
Annual Payment 4	ProLicense	Pro License Bundle	180	$89,505.01	$0.00	$89,505.01
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 5	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 5	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	4	$21,955.67	$0.00	$21,955.67
Annual Payment 5	ProLicense	Pro License Bundle	180	$89,505.01	$0.00	$89,505.01
Total				**$235,124.44**	**$0.00**	**$235,124.44**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-Oklahoma OK SW1057A) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: BF45D8FE-6623-4A75-BC04-2B86D66331ED

Exceptions to Standard Terms and Conditions

This Agreement begins on the Effective Date and continues for one (1) year with automatic renewals for four (4) additional one-year periods, unless Broken Arrow PD notifies AXON in writing that it wishes to terminate this Agreement thirty (30) days prior to the expiration of each subscription year. In the event the Agency elects not to exercise all four (4) of the renewal options as set forth in the Quote, the termination provisions is Section 16.3 of the MSPA Agreement shall apply.

Axon Enterprise, Inc.

Signed by:
55DAEBB131A4424...

5/22/2025 | 7:35 AM MST

Signature

Date Signed

Signature

Date Signed

City of Broken Arrow

Request for Action

File #: 25-999, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a Professional Services Agreement with Bradley Law, LLC, for providing counsel and legal advice regarding Franchise law

Background:
The City of Broken Arrow has previously contracted with Bradley Law, LLC for counsel and legal advice regarding Franchise law issues.

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

Mike Bradley & Nancy Werner:	$ 310.00 per hour maximum
Associates:	$ 200.00 per hour maximum
Paralegals:	$ 150.00 per hour maximum

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at $50,000.00 and it will expire on June 30, 2026, if the case is not finalized by that time.

Cost: Not to exceed $50,000.00

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

Recommendation:
Approve the Professional Services Agreement with Bradley Law, LLC, and authorize its execution.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("the Agreement") is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Bradley Werner, LLC, ("Outside Counsel"), 2145 Woodlane Drive, Suite 106, Woodbury, MN 55125.

I. PURPOSE OF REPRESENTATION

City has retained Outside Counsel to provide counsel and legal advice to the City of Broken Arrow regarding Franchise law issues and on a case-by-case basis.

II. OUTSIDE COUNSEL REPORTS TO CITY MANAGER

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

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

B. providing timely copies of all evaluations, pleadings, discovery, and correspondence to City Manager; and

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

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

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

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the City or other City related parties. Outside Counsel must promptly notify the City Manager in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation that is the subject of this Agreement. No waiver of an actual or potential conflict will be valid unless in writing and executed by the City. Outside Counsel must obtain any necessary third-party waivers in writing prior to representing the City. Outside Council will monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other parties to the dispute that is the subject of this Agreement while Outside Counsel is representing the City and shall promptly notify the City Manager in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

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

V. FEES AND EXPENSES

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

Mike Bradley and Nancy Werner:	$310.00 per hour
Associates:	$200.00 per hour
Paralegals:	$150.00 per hour

The maximum fees and costs and expenses shall not exceed $50,000.00 without amendment to this Agreement agreed upon between the City and Outside Counsel.

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

- Out-of-pocket necessary copying costs
- Out-of-pocket long-distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Other items as necessary if the City Manager approves prior to expenditure.

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

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures to the City

Manager or his designated representative. Cases may be settled only with the prior approval of the City Manager and appropriate City officials.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Manager with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Manager before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

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

IX. RETENTION OF OUTSIDE COUNSEL

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

X. ACCEPTANCES

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

XI. ASSIGNABILITY OF AGREEMENT

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

XII. INDEPENDENT CONTRACTOR.

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

XIII. APPLICABLE LAW AND VENUE.

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

XIV. TERMINATION

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

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2026, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this _____ day of _____, 2025.

SIGNATURES CONTINUED ON THE NEXT PAGE

BRADLEY WERNER, LLC

By: _____
Managing Partner

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The undersigned person, of lawful age, being first duly sworn, states that s(he) is authorized by the contracting party to submit the attached agreement. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the party's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the party's business: None.

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

BRADLEY WERNER, LLC

By: _____
Managing Partner

Subscribed and sworn to before me this 2nd day of July, 2025.

NICOLA J T BRADLEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

_____
Notary Public

My commission expires: 1/31/2026

My commission number: _____

THE SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

AFFIDAVIT OF CLAIMANT

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

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

BRADLEY WERNER, LLC

By: _____
Managing Partner

Subscribed and sworn to before me this 2nd day of July, 2025.

NICOLA J T BRADLEY
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

_____
Notary Public

My commission expires: 1/31/2026

My commission number: _____

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

City of Broken Arrow

Request for Action

File #: 25-935, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a Use Agreement and Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc

Background:
Broken Arrow Seniors, Inc. (BASI) has entered into both a Use Agreement and a Services Contract with the City of Broken Arrow.

Cost: An amount not to exceed $52,000.00 for 1811 South Main Street, and $20,000.00 for 1800 South Main Street, for the cost of utilities

$4674.50 per month for executive director and $3,000 per month for Volunteer/Events Coordinator and $2,500.00 per month for additional hour and programming

Funding Source: General Fund

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Broken Arrow Seniors Services Agreement
Broken Arrow Seniors Use Agreement

Recommendation:
Approve and authorize execution of a Use Agreement and Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc.

CITY OF BROKEN ARROW SERVICES CONTRACT

BROKEN ARROW SENIORS, INC, (BASI)

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Seniors, Inc., a 501c3 organization, **(BASI).** The **City** has determined there is a continuing need for education, recreation, social and nutrition programs for senior citizens in the **City** area, The **City** further finds that **BASI** is comprised of knowledgeable people having many years' experience in this field, whose expertise can supplement the activities of the **City.**

The term of this Agreement commences on **June 30, 2025** and expires **June 30, 2026.** This Agreement does not renew automatically.

The **City** shall pay **BASI** four thousand six hundred seventy four dollars and fifty cents (S4,674.50) per month for reimbursement to **BASI** for **BASI** to employ a fulltime person (BASI Executive Director) to coordinate **BASI** activities on behalf of the **City** to meet the needs described within this agreement. The selection of the BASI Executive Director shall be **made by the** BASI Board, after advising and considering the opinion of the City Manager of the City of Broken Arrow. Furthermore, **BASI** shall keep the City Manager apprised of any personnel matter that could affect the employment of the BASI Executive Director.. The **BASI** Executive Director is not an employee of the City and has no affiliation with the City and is not intended to be a third party beneficiary of this agreement. **BASI** shall have exclusive control over the **BASI** Executive Director and all its employees, officials, agents, representatives and volunteers. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow, **BASI** has no authority to make any commitments that bind the **City**.

In addition to the **BASI** Executive Director, the **CITY** shall reimburse **BASI** up to three thousand dollars and zero cents ($3,000) per month for six months as reimbursement to **BASI** for **BASI** to employ for fulltime hoursa position of (**BASI** Volunteer and Events Coordinator) to coordinate **BASI** activities on behalf of the **CITY** to meet the needs described within this agreement. This position may be split into two part time positions. Such reimbursement shall only establish upon the retention of the **BASI** Volunteer and Events Coordinator, pro-rated to the date of retention. The **BASI** Volunteer and Events Coordinator is not an employee of the **CITY** and has no affiliation with the **CITY** and is not intended to be a third party beneficiary of this agreement. **BASI** shall have exclusive control over the **BASI** Volunteer and Events Coordinator and all its employees, officials, agents, representatives and volunteers. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow, **BASI**, and the Volunteer and Events Coordinator, has no authority to make any commitments that bind the **CITY**.

The **BASI** agrees to provide additional programming over and above that currently offered. The **CITY** shall pay for any additional programming, not to exceed an additional $2,500.00 per month over all amounts listed herein. The **BASI** agrees to bill the City for the actual cost of the additional programming each month in an amount not to exceed $2,500.00.

The City shall allow BASI's employees to participate in the City's insurance plan. BASI agrees to adopt a section 125 plan and make all payments into the plan per IRS rules regarding tax free premiums. BASI further agrees to take any action needed to accomplish insurance coverage through

the City. That all participating employees shall remain employees of BASI and shall not be considered employees of the City.

BASI shall organize and distribute information, investigate and propose new programs, and coordinate existing efforts as an aid to the Senior citizens within the **City's** community. **BASI** shall provide a comprehensive, centralized program for senior citizens, including but not limited to a nutritional program in Broken Arrow at 1800 S. Main Street and 1811 S. Main Street through a third-party user agreement with the Tulsa Senior Nutrition Program. All parties agree that the "Annex" shall be used as a catering kitchen and shall not be required to be licensed by the Tulsa County Health Department or State of OK unless required by those entities.

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

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

BASI shall furnish the **City** with a copy of an approved financial review conducted by an independent accounting firm within two hundred seventy
(270) days of the end of **BASI'S** current fiscal year.

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

As part of the consideration for this Agreement, **BASI** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City,** its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable

attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BASI,** its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **BASI** activities, or **BASI'S** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

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

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

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BASI**.
This Agreement is not a waiver of any permit or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original

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

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

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

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to Form:

Danny Littlefield, Jr. 6/19/2025

Attorney for City

City of Broken Arrow

Michael Spurgeon 6/19/2025

Michael Spurgeon, City Manager

Attested:

Curtis Green 6/20/2025

City Clerk / Seal

Date of Execution:

Broken Arrow Seniors, Inc.

Lisa Ford 6/19/2025

President Signature

Printed Name: Lisa Ford

BASI Mailing Address:

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 20th day of June, 2025 personally appeared Lisa Ford known to me to be the identical person and the president of the Broken Arrow Seniors Inc, who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

3/24/2026

LISA BLACKFORD NOTARY PUBLIC STATE OF OKLAHOMA #14002911 EXP. 03/24/2026

Lisa Blackford
Notary Public

CITY OF BROKEN ARROW USE AGREEMENT

This Agreement is entered by and between the **City** of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Seniors, Inc., a 50lc3 organization, (**Licensee**).

I. LICENSE

City grants a non-exclusive license and agrees to allow **Licensee** to use facilities in the **City** of Broken Arrow popularly known as the Senior Center located at 1800 S. Main St. and the Senior Annex located at 1811 S. Main St. (Together referred herein as Premises).

City agrees to pay for the electrical and natural gas usage of the Premises during the full term of this Agreement which is not to exceed $52,000.00 per fiscal year for 1800 S. Main and $20,000.00 per fiscal year for 1811 S. Main, a total not to exceed $72,000.00. If electrical and natural gas usage exceeds the allotted amount the **Licensee** will be responsible for the overage amount which will be paid to the **City** within 30 days after invoice date. Any other expense not herein listed shall be the responsibility of the Licensee.

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

Within its limitations as a non-profit 501c3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee**'s status, the **City** reserves the right to examine **Licensee**'s financial statements upon request.

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

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

Licensee shall appoint two sitting members of **City's** City Council to **Licensee's** Board of Directors (or **Licensee's** equivalent governing board), to serve terms concurrent with the term of this Agreement. The members of **City's** City Council to be appointed shall be determined by **City**. In the event an appointed City Council member is removed from office, or otherwise no longer serves as a City Council member for **City** during the term of this Agreement, **Licensee** shall remove such individual from **Licensee's** Board of Directors and replace same with another sitting member of **City's** City Council of **City's** choosing, to serve the remainder of the Board term. **Licensee** has the sole obligation to ensure **Licensee's** bylaws, and/or other governing documents, are amended to comply with all governing law to accommodate and enforce this provision.

Licensee shall present an organizational update at least one time per year at a regularly scheduled City Council meeting. The schedule of appearance shall be coordinated by the Community Relations Liaison of the City of Broken Arrow, or its representative. Licensee shall send a representative of the organization having knowledge of operations (for example board president, board member, or executive director of the organization) to speak on behalf of the organization and update the City Council. Licensee shall furnish the City with a copy of an approved financial review conducted by an independent accounting firm no later than 270 days of the end of the Licensee's current fiscal year. Additionally, if requested by the City, a full financial audit shall be provided by the Licensee.

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

Licensee shall comply with all laws governing the possession and/or use of firearms applicable to the **Premises** and shall require compliance of same from **Licensee's** invitees, guests, membership, and users.

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

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

II. TERM

The term of this license shall commence on June 30, 2025, and shall expire June 30, 2026, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically.

III. IMPROVEMENTS

The Premises shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the Director of Parks and Recreation (Director). Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the Director.

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

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

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

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

IV. MAINTENANCE

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

Licensee shall inspect the Premises immediately before and immediately after each use, and shall immediately notify the Director, or his designee, of any damages or of any repairs, which may be required.

In the event that any defect may threaten the safety and welfare of participants or the general public, **Licensee** shall not allow individuals to utilize the Premises until the defective portion of the Premises has been repaired or replaced.

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

Licensee acknowledges that access to mechanical rooms and the equipment therein is restricted to qualified **City** personnel and approved contractors. These areas are to remain locked and free from obstruction.

The **City** shall maintain, replace or repair any major maintenance item that is not considered routine in nature of the Premises in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems (including filter changes and battery changes to thermostats, termite prevention, and structural components of the Premises, and the parking areas and outdoor lighting fixtures. The **Licensee** shall maintain, replace, or repair any minor maintenance item that is considered routine in nature of the Premises, which may include the plumbing (unstopping sinks and lavatories), electrical (replacing light bulbs; operation of security system), and structural components (pest control) of the Premises.

City shall maintain all fire suppression systems and extinguishers and shall conduct all necessary inspections.

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

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

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

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

Licensee shall lock and secure the Premises after each use.

Licensee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair on the Premises as a result of the negligent acts of **Licensee** or by its competitors, volunteers, guests, or invitees, and for the **City**'s cost in performing any of **Licensee**'s contractual duties.

The **City** retains the right to enter any portion of the Premises at any and all times, by giving reasonable notice, to inspect the Premises or to conduct maintenance or repairs, or for the purpose of determining whether **Licensee** is complying with the terms and conditions hereof, or for any

other purpose incidental to the rights of the **City** under this Agreement. In the event of an emergency, no notice shall be needed to enter or repair the premises.

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

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

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

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

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, pm1nership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees, independent contractors and volunteers, solely of **Licensee**, and **Licensee** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As part of the consideration for this Agreement, **Licensee** agrees to indemnify, defend (at the **City**'s option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **Licensee**, its competitors, guests, invitees, **Licensee**s, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **Licensee** activities, or **Licensee**'s performance or failure to perform the terms and conditions of this Agreement. Such obligation to defend, indemnify, and/or hold harmless specifically encompasses, but is not limited to, any claims, demands, suits, or actions asserted against **City** arising from a complaining party's attendance at any **Licensee** activity. Such obligation to defend,

indemnify, and/or hold harmless shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

Licensee currently has use of a City owned golf cart. All needed maintenance shall be performed by the City after notification of maintenance needs from Licensee. Licensee shall indemnify and hold the City harmless from any loss, claim, demand, suit or actions asserted against the City arising from use of the golf cart by the Licensee.

VI. INSURANCE AND WAIVER OF SUBROGATION

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

VII. DEFAULT/TERMINATION

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

compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

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

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

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

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

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

City of Broken Arrow

By: Michael Spurgeon 6/18/2025

Michael Spurgeon, City Manager

ATTEST:

Curtis Green 6/18/2025

City Clerk / Seal

APPROVED AS TO FORM:

Danny Littlefield, Jr. 6/18/2025

Deputy City Attorney

Broken Arrow Seniors, Inc.

Chairman of the Board

Printed Name: _____

Lisa Ford 6/17/2025

President/CEO

Printed Name: _____

BASI Mailing Address:

_____

_____

_____

City of Broken Arrow

Request for Action

File #: 25-1002, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute for Professional Consulting Agreement on design for drainage improvements with CEC Corporation (Project Number 2360450)

Background:
In 2018, the citizens of Broken Arrow approved the General Obligation Bond which provided capitol improvement funding for a formal garden space within Central Park. This project was designed and bid in late 2024 and due to significant market increases, the scope of the project was reduced to stay within the budget parameters of the 2018 GO Bond. The Gardens at Central Park opened in Spring 2025 with great passive amenities for the public to enjoy.

In 2025 the City of Broken Arrow received historic rainfall leading to significant stormwater events. The existing asphalt drive lane adjacent to the Gardens at Central Park was not part of the final scope for improvements but has shown the need for repairs and drainage realignment for stormwater flow. This design contract is for additional survey work and design for new grading on the asphalt drive to help control stormwater runoff into the Garden.

Cost: $14,900.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Professional Consultant Agreement

Recommendation:
Approve of and authorize to execute a Professional Consulting Agreement on design for drainage improvements with CEC Corporation (Project Number 2360450)

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
GARDEN AT CENTRAL PARK SITE IMPROVEMENTS
PROJECT NUMBER: 2360450

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: CEC Corporation

b. Telephone No.: 918.663.9401

c. Address: 1300 S. Main Street, Tulsa, OK 73119

2. PROJECT TITLE AND LOCATION: BROKEN ARROW GARDENS AT CENTRAL PARK LOCATED IN THE BROKEN ARROW CENTRAL PARK AT 1500 S MAIN ST, BROKEN ARROW, OK 74012.

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

4. Compensation: Professional Service Provider shall be compensated for a lump sum total of Eight Thousand Four Hundred and No/100 ($8,400.00) for the Design portion of work and Six Thousand Five Hundred and No/100 ($6,500) for the Survey portion of work for a total compensation under this contract of Fourteen Thousand Nine Hundred and No/100 ($14,900.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within sixty (60) calendar days after the date the

Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

10. 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

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic

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

12. **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.

13. **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.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: _____
Michael Spurgeon, City Manager
Date: _____

Attest:

_____
City Clerk [Seal]

Date: _____

Professional Service Provider:
CEC Corporation

By: Shannon N Hanks
Name: Shannon N. Hanks
Title: Municipal Practice Leader

Date: 7-9-25

Attest:
By: _____

Title: Assistant Corporate Secretary

Date: 7-9-2025

CEC CORPORATION CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9th day of July 2025, personally appeared Shannon Hanks, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Municipal Practice Leader (Please circle or specify) of CEC Corporation 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.

Jody Patton
Notary Public

JODY PATTON NOTARY # 22008268 EXP. 06/13/26 PUBLIC STATE OF OKLAHOMA

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
GARDEN AT CENTRAL PARK SITE IMPROVEMENTS
PROJECT NUMBER: 2360450

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Topographical Surveying, Site Assessment, Drainage Analysis, and prepare Plan Sheets for OWNER to construct the proposed improvements and Related Support Services associated with Gardens at Central Park located in Broken Arrow Central Park. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a full topographic survey of the site to determine existing elevations and aid in proposed site grading. Horizontal and vertical control will be established for the project. Topographic survey will be tied to project control and include the following existing surface features: edge of pavement, curbs, drives, sidewalk, signs, fences, walls, flowerbeds, all visible drainage structures, and visible and/or marked utilities. Deliverable will include and electronic file in .dwg format containing the topographic items described and a DTM surface with contours at 1.0' minimum density. Items EXCLUDED from scope include: Right-of-Way research, property plotting, ALTA/NSPS Survey; Property/Boundary Survey(s); Survey Data Sheets; Subsurface Utility Engineering (SUE) Services; Utility Relocations; Staking and any other item not explicitly stated in the previously described scope.
3.2 The Professional Service Provider shall provide a visual assessment of the site and drainage analysis to determine the best available options to improve drainage and will prepare plans sheets as necessary to allow the OWNER to construct the proposed improvements. These professional services will include: Construction cost estimates for repairs; Bidding/Construction Administration services; and Construction Inspections.
3.3 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 #: 25-979, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2024

Title:
Ratify the acceptance of and authorization to accept the IT Services Agreement between the City of Broken Arrow and the City of Bixby

Background:
The City of Bixby requested emergency IT assistance from the City of Broken Arrow for a critical resource transition in their Information Technology Department. As a result of this, a Mutual Aid Agreement was established for the purpose of rendering assistance for technology administration and maintenance to the City of Bixby until such a time as their Information Technology department is able to fully meet their needs.

This agreement is limited in scope and includes assistance and support in managing System Access, Cyber Security, Infrastructure, and guidance in future IT hiring.

Cost: **$0**

Funding Source: N/A

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
No Action Required

MUTUAL AID AGREEMENT BETWEEN CITY OF BROKEN ARROW AND THE CITY OF BIXBY FOR INFORMATION TECHNOLOGY SERVICES

This Mutual Aid Agreement ("Agreement") is entered into between the City of Broken Arrow, a municipal corporation, hereinafter referred to as "Broken Arrow," and the City of Bixby, a municipal corporation, hereinafter referred to as "Bixby" (collectively, the "Parties").

RECITALS:

Whereas, the Parties recognize the mutual benefits of cooperation and resource sharing to enhance the efficiency and security of municipal operations; and

Whereas, Broken Arrow possesses expertise and resources in information technology (IT) services, including network systems management, cybersecurity, and IT infrastructure assessment; and

Whereas, Bixby requires temporary assistance with IT services, including but not limited to system access management, documentation, and recommendations for addressing technical debt; and

Whereas, the Parties desire to formalize their cooperation through this Agreement to provide mutual aid in the provision of IT services under the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENTS:

1. PURPOSE

The purpose of this Agreement is to establish a framework for Broken Arrow to provide IT services to Bixby, including but not limited to system access management, network security, system documentation, and infrastructure assessment, to ensure the continuity and security of Bixby's IT operations.

2. SCOPE OF SERVICES

Broken Arrow agrees to provide the following IT services to Bixby, as needed and mutually agreed upon:

a. System Access Management: Removal or modification of system access for personnel, including manual updates to servers, systems, and network appliances.
b. Cybersecurity Support: Examination and securing of Bixby's IT systems, including SCADA networks and architecture, to ensure compliance with best practices.
c. System Documentation: Creation of initial system documentation and network diagrams for Bixby's IT infrastructure, where such documentation is absent or incomplete.

d. Infrastructure Assessment: Development of a prioritized list of recommendations to address technical debt, including end-of-life software and systems, to guide Bixby's future IT investments.
e. Hiring Assistance: Optional assistance in interviewing and evaluating candidates for Bixby's senior IT position, upon Bixby's request.
f. Additional Services: Other IT-related services as mutually agreed upon by the Parties, including the deployment of additional Broken Arrow IT personnel with specialized expertise as needed.

3. TERM

This Agreement shall commence on June 16, 2025 and continue until June 16, 2026 or terminated as provided herein. The Agreement may be extended or terminated by mutual written consent of the Parties.

4. RESPONSIBILITIES OF BROKEN ARROW

a. Provide qualified IT personnel, including but not limited to network systems managers, cybersecurity engineers, and network engineers, to perform the services outlined in Section 2.
b. Track and document all time and resources expended on behalf of Bixby, providing detailed reports to Bixby upon request.
c. Perform services in a professional manner, adhering to industry standards and applicable laws.
d. Coordinate with Bixby's designated IT staff, such as the City Manager or other representatives, to ensure effective delivery of services.

5. RESPONSIBILITIES OF BIXBY

a. Provide access to necessary systems, facilities, and personnel to enable Broken Arrow to perform the agreed-upon services.
b. Designate a primary point of contact, such as the City Manager or IT staff, to coordinate with Broken Arrow's personnel.
c. Reimburse Broken Arrow for reasonable costs incurred, as outlined in Section 6, if applicable.
d. Promptly communicate any changes in needs, priorities, or system access requirements to Broken Arrow.

6. COMPENSATION

a. Unless otherwise agreed, services provided under this Agreement shall be rendered as mutual aid without expectation of monetary compensation.

b. If specific costs are incurred by Broken Arrow (e.g., overtime, travel, or specialized equipment), Bixby agrees to reimburse such costs, provided they are pre-approved in writing by Bixby's City Manager or designee.
c. Broken Arrow shall provide an itemized invoice for any reimbursable costs, and Bixby shall remit payment within thirty (30) days of receipt.

7. LIABILITY AND INDEMNIFICATION

a. Each Party shall be responsible for its own acts and omissions and those of its employees, agents, or representatives in the performance of this Agreement.
b. To the extent permitted by law, Bixby agrees to indemnify and hold harmless the City of Broken Arrow from any claims, damages, or liabilities arising from its own negligence or willful misconduct in connection with this Agreement.
c. Neither Party shall be liable for any indirect, incidental, or consequential damages arising from the performance of this Agreement.

8. TERMINATION

a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
b. Upon termination, Broken Arrow shall provide Bixby with all completed documentation and reports generated under this Agreement.
c. Any outstanding reimbursable costs shall be settled within thirty (30) days of termination.

9. CONFIDENTIALITY

a. Broken Arrow to the extent allowed under the Oklahoma Open Records Act 51 O.S. Section 24A.1 et seq. agrees to treat all sensitive information obtained from Bixby, including system access credentials and network configurations, as confidential and to use such information solely for the purposes of this Agreement.
b. Upon termination of this Agreement, Broken Arrow shall return or destroy all confidential information, as directed by Bixby.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.

11. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral.

13. NOTICES

All notices required under this Agreement shall be in writing and delivered to the following addresses:

City of Broken Arrow: City Manager Michael Spurgeon, mspurgeon@brokenarrowok.gov, 220 South First Street, Broken Arrow OK 74013

City of Bixby: City Manager Joey Wiedel, jwiedel@bixbyok.gov, 111 N. Cabaniss Ave, Bixby OK 74008

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

City of Broken Arrow

By: Michael Spurgeon
City Manager

Date: 6/16/2025

Attest:

Curtis Green
City Clerk

Approved as to Form:

Trevor Dennis
City Attorney

City of Bixby

By: Joey Wiedel
City Manager

Date: 7/9/2025

Attest:

Shannon Duran
City Clerk

Approved as to Form:

City Attorney

Broken Arrow City Council Ratified:

By: _____
Mayor

Bixby City Council Ratified:

By: _____
Mayor

City of Broken Arrow

Request for Action

File #: 25-795, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a Medical Director Services Agreement between David Gearhart, D.O. and the City of Broken Arrow for services as the Physician Medical Director for the Fire Department

Background:
State Statutes mandate all ambulance services licensed in the State of Oklahoma have a Physician Medical Director who oversees the Emergency Medical Services (EMS) operations. The Medical Director is responsible for establishing the protocols used by EMS personnel who respond to medical emergencies. The Medical Director is also responsible for overseeing a Quality Assurance program to ensure that medical care and dispatching meet the established standards.

David Gearhart, D.O., has served as the Physician Medical Director for the Broken Arrow Fire Department since January 2013, and has provided for tremendous growth and improvement in the level of service the Fire Department provides to the sick and injured within the City of Broken Arrow.

In cooperation with the City of Broken Arrow's Legal Department, the Fire Department has agreed to renew a contract with Doctor Gearhart, which retains his roles and responsibilities to provide EMS report reviews and to provide feedback to EMS personnel. It is for these reasons we would recommend retaining Doctor Gearhart under contract for the Fire Department.

Cost: $35,000.00

Funding Source: Fund 345

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Medical_Director_Service_Agreement_2025
Medical_Doctor_Business_Agreement_2025

Recommendation:
Approve and authorize execution of a Medical Director Services Agreement between David Gearhart, D.O. and the City of Broken Arrow for services as the Physician Medical Director for the Fire Department

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (the "Agreement") is entered into by and between David Gearhart, D.O., the provider of the medical director services as more particularly described herein (the "Provider") and the City of Broken Arrow, Oklahoma, a municipal corporation ("City"). This Agreement shall be effective as of the date the last party to this Agreement executes it (the "Effective Date").

RECITALS:

WHEREAS, the City as a provider of ambulance services is required by Title 63 Oklahoma Statutes §1-2501 et seq. to retain the services of a medical director to establish protocols for rendition of patient care and to monitor and supervise the rendition of such care; and

WHEREAS, the same Oklahoma Statutes mandates that the medical director shall be a physician, fully licensed without restriction; and

WHEREAS, City and Provider desire to enter into this Agreement, whereby City will provide ambulance services to its citizens through its Agreement with Provider, a physician, fully licensed without restriction, as medical director of ambulance services; and

WHEREAS, City and Provider have determined that it is in their mutual best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

City's duties:

1. Provide compensation as follows: $30,000.00 annually, to be paid semi-annually.

2. Provide appropriate Professional Liability Insurance coverage specific to EMS Medical Directors in the amount of $1,000,000/$3,000,000. Annual premiums of approximately $4,500.00 to be paid by the City.

3. Provide annual National Association of EMS Physicians (NAEMSP) membership fee. Membership is specific to requirements for carrying liability insurance. Annual membership fee of approximately $500.00 to be paid by the City.

4. In the event that this agreement is not renewed or is otherwise terminated by either party with or without cause, the City agrees to provide insurance coverage, as specified above, for one year following separation.

5. Provide a forum for meetings/classes.

Provider's duties:

1. Maintain physician licensure and be affiliated with OSU Medical Center.

2. Provider will be responsible for medical control of Emergency Medical Services (EMS).

3. Evaluate and seek to improve the quality of prehospital care.

4. On a monthly basis, review and critique, through accepted quality assurance practice by qualified personnel, 15% of all patient encounters to include all cardiac arrests, high acuity patients requiring invasive airway management, patients transferred to an air service, with the remaining to be randomly chosen as to reflect a diverse cross-section of providers. Written documentation shall be submitted monthly to the fire chief.

5. If the Provider requires the assistance of any professional associates or subcontractors in connection with it providing the Services the Provider must obtain the prior express written approval of the City, which the City may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the Provider. If after obtaining the City's approval the Provider utilizes any professional associates or subcontractors in the delivery of the Services, then the Provider shall remain solely and fully liable to the City for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Provider shall not relieve the Provider of its obligations to the City under this Contract.

6. The Provider, along with any sub-contractors or employees shall receive and comply with the City of Broken Arrow's HIPAA policies and procedures. All subcontractors shall execute a business associate agreement with the Provider and all persons who shall have access to or use the protected health information of patient's treated by the City.

7. Assure that a mechanism exists to evaluate skills competency of prehospital personnel to City.

8. Report deficiencies or opportunities to improve prehospital patient care to City.

9. Orient Emergency Department medical staff, especially physicians, to City EMS policies and procedures and radio communications.

10. Assure that a mechanism exists for prompt Medical Director review of cases involving radio delay/failure or potential patient care deficiencies.

11. Recommend to the City EMS Director the suspension or decertification of personnel found to impose an immediate threat to patient well-being.

12. Counsel, educate and remediate prehospital personnel who are found to need improvement.

13. Recommend further remediation as indicated to the City EMS Director.

14. Represent OSU Medical Center at fire department meetings.

15. Review draft City policies, procedure and protocols and Oklahoma State laws and regulations and provide feedback in a timely manner.

16. Participate in monthly Field Care Audits.

17. Advise City EMS Director on scope of practice and medical control issues.

18. Be an active participant in the Quality Assurance/Quality Initiative (QA/QI) process. Provider will review and present to City EMS personnel various case scenarios monthly as a teaching tool.

19. Participate and/or instruct educational classes attended by EMS personnel as schedule allows.

20. Perform eight (8) hours as a participant of a City ambulance crew or an EMS-designate on a quarterly basis.

21. Perform spontaneous, unannounced inspections on various City ambulance crews to ensure proper equipment is available for use and cleanliness meets Oklahoma State Department of Health guidelines. These inspections shall be performed as schedule permits.

22. Be available by telephone on a 24-hour per day, seven day per week basis. It is understood that the nature of a Physician's occupation may lend to periodic times of unavailability, the provider is to make reasonable effort to remain available for emergency contacts when possible.

23. Provider may immediately suspend EMT privileges of City personnel upon his own initiative by contacting the City EMS Director.

24. Participate in the incident review process of the EMT privileges as requested by City.

TERM OF THE AGREEMENT

This Agreement shall be 12 months commencing July 01, 2025, and expiring June 30, 2026, provided either party may terminate this agreement with or without cause upon (30) days' advance written notice to the other (the "Initial Term"). Upon completion of the Initial Term, this Agreement shall become renewable annually upon mutual agreement of the parties.

AMENDMENT

This Agreement may be amended or modified from time to time only by a written instrument adopted by the parties hereto.

GOVERNING LAW AND VENUE

This Agreement is governed by and shall be construed in accordance with the law of the State of Oklahoma, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any party or circumstances is held invalid or unenforceable to any extent, the circumstances is not affected thereby, and that provision shall be enforced to the greatest extent permitted by law. The venue for any disputes or causes of action that may arise out of this Agreement is the Tulsa County District Court, State of Oklahoma.

SUCCESSORS AND ASSIGNS

Each and every covenant, term, provision, and agreement herein contained shall be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of each of the parties. This Agreement shall not be assigned except upon written agreement of the parties.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, if any, related hereto.

By: David Gearhart

Printed Name: David Gearhart

Title: Medical Director Medical Director

Date: 6/9/2025

By: _____

Printed Name: Debra Wimpee

Title: _____

Date: _____

Approved as to form

By: 

Printed Name: Danny Littlefield

Title: City of Broken Arrow Deputy City Attorney

Date: 6/9/2025

By: _____

Printed Name: Curtis Green

Title: _____

Date: _____

Business Associate Agreement Provisions

This Business Associate Agreement ("Agreement") is entered into this 1st day of July 2025 between David Gearhart, M.D., and The City of Broken Arrow is effective as of the date of the execution above.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean The City of Broken Arrow.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Dr. David Gearhart, D.O.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes

for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of **July 1, 2025,** and shall terminate upon termination of the Service Contract between the City of Broken Arrow and the business associate or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in paragraphs (a) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

By: David Gearhart

Printed Name: David Gearhart

Title: Medical DirectorMedical Director

Date: 6/9/2025

By: _____

Printed Name: Debra Wimpee

Title: _____

Date: _____

Approved as to Form

By: _____

Printed Name: Danny Littlefield

Title: City of Broken Arrow Deputy City Attorney

Date: 6/9/2025

By: _____

Printed Name: Curtis Green

Title: _____

Date: _____

City of Broken Arrow

Request for Action

File #: 25-977, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a renewal with Granicus for agenda preparation, in-meeting, and post-meeting management software and hardware

Background:
The Meeting Efficiency Suite is a comprehensive hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution designed to streamline the in-meeting management and post-meeting minutes creation processes for government organizations. This package includes the LiveManager software for recording roll calls, motions, votes, notes, and speakers, all indexed with video, and the Word Add-in for formatting minutes in Microsoft Word. Additionally, the Granicus Encoding Appliance Software (GT) facilitates webcasts, agenda amendments, vote and attendance recording, and minutes creation. The Open Platform Suite provides access to MediaManager for uploading archives, posting agendas/documents, and indexing archives for searchable access. The VoteCast Standard Hardware Package enables elected officials to vote electronically, improving accuracy and keeping attendees informed. This package includes access to the VoteCast software application for elected officials and the VoteCast Display software for outputting meeting proceedings to TVs or projectors.

Cost: $42,496.78

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Clerk

Attachments: Granicus Renewal Proposal

Recommendation:
Approve and authorize execution of the renewal with Granicus

Docusign Envelope ID: 44B75F61-A0D0-4BF2-9231-09FB1FB5C908

GRANICUS

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between Broken Arrow, OK ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

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2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

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tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term**. The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation**. Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

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Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

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d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's

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offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) reperformance of the non-conforming Services for a breach of the warranty in Section 7.b.(ii), provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

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8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

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c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

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d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, CONTRACT EXCEED ONE MILLION DOLLARS ($1,000,000 USD). The total liability of Client, its officers, employees, and agents, in tort, shall be limited in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall not exceed the sum of One Hundred Twenty-Five Thousand Dollars ($125,000.00) per claimant for any single occurrence.

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

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c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

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j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus'

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response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

Granicus		**Broken Arrow, OK**	
By:	DocuSigned by: Kimberly Rosenberger 8A340286FD5948F... (Authorized Signature)	**By:**	(Authorized Signature)
Name:	Kimberly Rosenberger (Print or Type Name of Signatory)	**Name:**	(Print or Type Name of Signatory)
Title:	Sr. Contracts Manager	**Title:**	
Date:	7/10/2025	**Date:**	

Approved as to form:

Assistant City Attorney

City of Broken Arrow

Request for Action

File #: 25-997, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

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

Background:
Joe Francis with the law firm of Kivell, Rayment & Francis, P.C. is a well-respected attorney with vast legal knowledge in right-of-way acquisitions, title opinions and property law.

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

Partners:	$ 200.00 per hour maximum
Associates:	$ 175.00 per hour maximum
Paralegals:	$ 90.00 per hour maximum

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at $25,000.00 and it will expire on June 30, 2026, if the case is not finalized by that time.

Cost: Not to exceed $25,000.00

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

Recommendation:
Approve the Professional Services Agreement with Kivell, Rayment & Francis, P.C. and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement (Agreement) is made and entered into by and between the City of Broken Arrow, a municipal corporation (City), and Kivell, Rayment & Francis, Triad Center, 7666 East 61st Street, Suite 550, Tulsa, Oklahoma 74133 ("Outside Counsel").

I. PURPOSE OF REPRESENTATION

City has retained Outside Counsel to provide counsel and legal advice to the City, regarding right-of-way acquisitions, title opinions, property law and on a case-by-case basis.

II. OUTSIDE COUNSEL REPORTS TO CITY ATTORNEY

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

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

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

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

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

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

III. CONFLICT OF INTEREST

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

monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other defendants while representing the City and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

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

V. FEES AND EXPENSES

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

Partners:	$ 200.00 per hour maximum
Associates:	$ 175.00 per hour maximum
Paralegals:	$ 90.00 per hour maximum

The maximum fees and costs and expenses shall not exceed $25,000.00.

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

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

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

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

- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

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

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

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

IX. RETENTION OF OUTSIDE COUNSEL

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

X. ACCEPTANCES

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

XI. ASSIGNABILITY OF AGREEMENT

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

XII. INDEPENDENT CONTRACTOR.

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

XIII. APPLICABLE LAW AND VENUE.

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

XIV. TERMINATION

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

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2026, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this _____ day of _____, 2025.

SIGNATURES CONTINUED ON THE NEXT PAGE

KIVELL, RAYMENT & FRANCIS, P.C.

By:  7-2-25
Joe Francis President

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date: _____
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

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

N/A.

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

KIVELL, RAYMENT & FRANCIS, P.C.

By: _____
Joe Francis Pres.

Subscribed and sworn to before me this 2nd day of July, 2025.

_____
Notary Public

My commission expires: _____

My commission number: _____

Notary Public
State of Oklahoma
PAULA J WEBSTER
WAGONER COUNTY
COMMISSION #13008939
Comm. Exp. Sep. 26, 2025

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF Tulsa)

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

KIVELL, RAYMENT & FRANCIS, P.C.

By: _____
Joe Francis Pres.

Subscribed and sworn to before me this 2nd day of July, 2025.

_____
Notary Public

My commission expires: _____

My commission number: _____

Notary Public
State of Oklahoma
PAULA J WEBSTER
WAGONER COUNTY
COMMISSION #13008939
Comm. Exp. Sep. 26, 2025

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

City of Broken Arrow

Request for Action

File #: 25-991, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to renew our subscription to KnowBe4 cyber security PhishER and Security Awareness Training

Background:
For the past 2 years, the IT Department has been using KnowBe4, two cyber security tools to educate and strengthen the City's response to phishing attacks.

The PhishER subscription allows the testing of City employees monthly and provides statistics scoring the strength of all employees. KnowBe4's Security Awareness Training provides online training and tutorials to keep City employees educated and aware of what to look out for when it comes to cyber security.

KnowBe4 PhishER Subscription $7,027.02

KnowBe4 Security Awareness Training Subscription $22,702.68

Total: $29,729.70

KnowBe4 is a unique provider of cyber security awareness and education and in meeting these specific needs is considered a single source provider.

Cost: $29,729.70

Funding Source: IT Maintenance budget

Requested By: Scott Carr, Director of Information Technology

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approve and authorize the renewal or our subscription to KnowBe4 cyber security PhishER and Security Awareness Training

KnowBe4
33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date 5/11/2025 5:06 PM
Expiration Date 7/31/2025
Quote Number Q-1354913
Payment Terms Net 30

Prepared By Jon Baker
Email jbaker@knowbe4.com

Contact Name Phil Morris
Contact Phone 9182515311
Contact Email pmorris@brokenarrowok.gov

Bill to Name
City of Broken Arrow - OK
PO BOX 610
BROKEN ARROW, OK 74013-0610
United States

Ship to Name
City of Broken Arrow - OK
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623
United States

Description

Notes

Total Term(Months) 12

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATD	KnowBe4 Security Awareness Training Subscription Diamond	1,001	USD 22.68	USD 22.68	USD 1.89	USD 22,702.68
PHISHER	KnowBe4 PhishER Subscription	1,001	USD 7.02	USD 7.02	USD 0.59	USD 7,027.02

Grand Total USD 29,729.70

Signature
Name
Title
Date

Terms & Conditions
Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.
KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing.

City of Broken Arrow

Request for Action

File #: 25-1024, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

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

Background:
Tony Puckett is a well-respected attorney with vast knowledge and experience involving labor and employment law. The City Attorney is recommending retention of this firm due to the firm's expertise in sovereignty, employment, and labor law.

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

	Employment/Labor Law	Sovereignty Law
Shareholders:	$ 340.00 per hr. maximum	$ 305.00 per hr. maximum
Associates:	$ 240.00 per hr. maximum	$ 215.00 per hr. maximum
Paralegals:	$ 105.00 per hr. maximum	$ 95.00 per hr. maximum
Arbitration:	$ 300.00 per hr. maximum	N/A

Routine costs such as copying and postage are addressed in the Agreement and will expire on June 30, 2026, if the case is not finalized by that time.

Cost: As incurred

Funding Source: General Fund

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

Recommendation:
Approve the Professional Services Agreement with McAfee & Taft, P.C. and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement ("the Agreement") is made and entered into by and between the City of Broken Arrow, a municipal corporation ("City"), and McAfee & Taft, P.C., Attorneys at Law, Williams Center Tower II, 2 West 2nd Street, Suite 1100, Tulsa, Oklahoma 74103 ("Outside Counsel").

I. PURPOSE OF REPRESENTATION

City is retaining Outside Counsel to provide counsel and legal advice to the City relative to sovereignty law and employment and labor law and on a case-by-case basis.

II. OUTSIDE COUNSEL REPORTS TO HUMAN RESOURCE DIRECTOR

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

A. communicating orally with the Human Resources Director ("Director") and designated representative as needed and as requested by City; and

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

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

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

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

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the Employees/Employee or other defendants. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the Employees/Employee. Outside Counsel must

obtain any necessary third-party waivers in writing prior to representing the Employee/Employees. Outside Council will monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other defendants while representing the Employee/Employees and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

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

V. FEES AND EXPENSES

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

	Employment/Labor Law	Sovereignty Law
Shareholders:	$ 340.00 per hr. maximum	$ 305.00 per hr. maximum
Associates:	$ 240.00 per hr. maximum	$ 215.00 per hr. maximum
Paralegals:	$ 105.00 per hr. maximum	$ 95.00 per hr. maximum
Arbitration	$ 300.00 per hr. maximum	N/A

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

- Out-of-pocket necessary copying costs
- Out-of-pocket long-distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Other items as necessary if the Director approves prior to expenditure.

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

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

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

VI. SETTLEMENT

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

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

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

IX. RETENTION OF OUTSIDE COUNSEL

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

X. ACCEPTANCES

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

XI. ASSIGNABILITY OF AGREEMENT

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

XII. INDEPENDENT CONTRACTOR.

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

XIII. APPLICABLE LAW AND VENUE.

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

XIV. TERMINATION

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

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2026, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of this _____ day of _____, 2025.

SIGNATURES CONTINUED ON THE NEXT PAGE

TONY PUCKETT, ATTORNEY AT LAW
McAFEE & TAFT, P.C.

By: _____
Tony Puckett

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Debra Wimpee, Mayor

ATTEST:

_____ Date:_____
City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney

INTEREST (NON-COLLUSION) AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn, states that s(he) is authorized by the contracting party to submit the attached agreement. Affiant further states that no officer or employee of the City of Broken Arrow, either directly or indirectly, owns a twenty-five percent (25%) interest in the party's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the party's business:
None.

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

TONY PUCKETT, ATTORNEY AT LAW
McAFEE & TAFT, P.C.

By: _____
Tony Puckett

Subscribed and sworn to before me this 8th day of July, 2025.

_____
Notary Public

My commission expires: 1/11/2026

My commission number: 18000329

LAURA SCHUMAN
Notary Public - State of Oklahoma
Commission Number 18000329
My Commission Expires Jan 11, 2026

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH THE AGREEMENT

AFFIDAVIT OF CLAIMANT

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

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

TONY PUCKETT, ATTORNEY AT LAW
McAFEE & TAFT, P.C.

By: _____
Tony Puckett

Subscribed and sworn to before me this 8th day of July, 2025.

_____
Notary Public

My commission expires: 1/11/2026

My commission number: 18000329

LAURA SCHUMAN
Notary Public - State of Oklahoma
Commission Number 18000329
My Commission Expires Jan 11, 2026

THIS SIGNED AFFIDAVIT MUST BE RETURNED WITH EACH INVOICE

City of Broken Arrow

Request for Action

File #: 25-985, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute a renewal of the Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI

Background:
The City continues to use Microsoft Server and Office products and enrolled in the Microsoft Enterprise program. The Enterprise Agreement allows Staff to simplify the Microsoft licensing process while providing city employees with the latest software products that Microsoft has to offer.

This is year 2 or our 3-year MS agreement. This renewal covers the period from August 1, 2024, through August 31, 2027. The Contract will not renew (or continue in effect) in any subsequent year that the City Council fails to appropriate and encumber funds for this specific purpose. Also, it is anticipated there are sufficient unencumbered funds available to pay the entirety of this agreement if necessary.

Section 2-27 of the Broken Arrow Code of Ordinances provides exceptions to formal competitive bidding. It provides for the purchase of supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate prices for things purchased by the state or from purchasing consortiums. This purchase meets those criteria. Staff recommends that the Council approve the Enterprise Enrollment Agreement and the relevant Amendment and authorize its execution.

Cost: $382,531.86

Funding Source: Department Budgeted Maintenance

Requested By: Scott Carr, IT Director

Approved By: City Manager's Office

Attachments: Attached

Recommendation:
Approve and authorize execution of renewal of the Enterprise Enrollment Agreement and relevant Amendment with Microsoft Corporation for Microsoft software, products, and licenses through SHI

Pricing Proposal
Quotation #: 26324379
Reference #: EA# 75236175 - Year 2 Anniversary
Created On: 6/19/2025
Valid Until: 7/31/2025

OK-City of Broken Arrow

Phil Morris
P.O.BOX 610
ACCOUNTS PAYABLE
BROKEN ARROW, OK 74013
United States
Phone: 9182598326
Fax:
Email: PMorris@brokenarrowok.gov

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	968	$20.15	$19,505.20
2	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	240	$103.17	$24,760.80
3	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	728	$247.13	$179,910.64
4	Azure Monetary Commitment Provision Microsoft - Part#: AAA-35418 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	1	$0.00	$0.00
5	Defender Endpoint P2 GCC Sub Per User Microsoft - Part#: 7KB-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	728	$53.97	$39,290.16
6	Entra ID P1 Gov Sub Per User Microsoft - Part#: MQM-00001	728	$54.82	$39,908.96

	Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3			
7	Exchange Online P2 GCC Sub Per User from O365 G1 Microsoft - Part#: 3NS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	240	$49.33	$11,839.20
8	Intune P1 Gov Sub AP Per User Microsoft - Part#: 3QA-00008 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	100	$68.74	$6,874.00
9	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	5	$273.99	$1,369.95
10	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	10	$648.11	$6,481.10
11	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	968	$0.00	$0.00
12	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	4	$137.00	$548.00
13	Win Remote Desktop Services CAL ALng SA DCAL Microsoft - Part#: 6VC-01253 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	25	$19.78	$494.50
14	System Center DC Core ALng SASU 2L Sys Ctr Std Microsoft as a criteria - Part#: 9EP-00209 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	76	$72.93	$5,542.68
15	System Center DC Core ALng SA 2L	8	$49.33	$394.64

	Microsoft - Part#: 9EP-00208 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3			
16	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	220	$18.07	$3,975.40
17	Win Server DC Core Alng LicSA 2L Microsoft as a criteria - Part#: 9EA-00039 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	12	$295.20	$3,542.40
18	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	72	$126.50	$9,108.00
19	Win Server Standard Core ALng LSA 2L Microsoft as a criteria - Part#: 9EM-00562 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	126	$45.95	$5,789.70
20	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	18	$19.41	$349.38
21	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	24	$612.45	$14,698.80
22	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	1	$366.30	$366.30
23	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	10	$366.30	$3,663.00

24	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	5	$91.21	$456.05
25	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 9/1/2025 – 8/31/2026 **Note:** 12 months, Year 2 of 3	10	$366.30	$3,663.00
			Total	$382,531.86

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 25-1021, **Version:** 1

Broken Arrow City Council
Meeting of: July 14, 2025

Title:

Approval of and authorization to execute an Order Form, and other necessary documents with NeoGov for the Attract Subscription through June 30, 2027

Background:
The city has been utilizing GovernmentJobs.com, Inc. (dba NeoGov) to provide human resources and enterprise resource planning to help manage day-to-day business activities to include recruitment, onboarding, training, electronic forms, and performance management.

Attract is a component of the Recruit module which is a candidate relationship manager (CRM) that provides the tools to capture candidate leads, manage relationships, automate communications, and measure recruitment data. This cloud-based system, as a part of our current NeoGov platform, converts candidates into new hires with timely and effective communication tools, tags candidates and organizes them into talent pools for quick searchability, contacts candidates with personalized messaging about upcoming events or jobs, launches email campaigns to communicate information to candidates individually or in bulk, provides reports on critical recruiting metrics, tracks job seekers across the candidate lifecycle, from lead to hire, measures return on investment by tracking applicant leads from events, emails, and landing pages, uses data to inform future decisions and recruiting efforts, casts a wider net with virtual recruitment tools and automates recruitment communications. Attract is a unique module within the NeoGov platform; as such, NeoGov and Attract are considered a sole source vendor and product.

NeoGov is the leader in on-demand human resources software for the public sector. NeoGov's mission is to improve the services public sector agencies deliver to society by improving the way agencies attract, hire, and retain the most qualified workforce. By expanding the services offered by NeoGov, many of the manual recruitment processes will become more automated, which will result in more efficient and effective processes.

Funds are budgeted in the Fiscal Year 2025-2026 Human Resources Department budget.

Cost: $48,625.74

Funding Source: HR Maintenance Services 1101102540550

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: NeoGov Attract Order Form 2025
NeoGov Attract Quick Highlights

Recommendation:

Approve and execute an order form, and any other necessary documents, with NeoGov for an Attract subscription through June 30, 2027

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-670627	**Order #:**	Q-349109
Customer:	Broken Arrow, City of (OK)	**Valid Until:**	7/14/2025
Effective Employee Count:	868		
Sales Rep:	Emily Willis		

Customer Contact			
Billing Contact:	Broken Arrow, City of (OK)	**Shipping Contact :**	Broken Arrow, City of (OK) Michelle James
Billing Address:	220 S. 1st Street Broken Arrow, OK 74012	**Shipping Address:**	220 S. 1st Street Broken Arrow, OK 74012
Billing Contact Email:		**Shipping Contact Email:**	mjames@brokenarrowok.gov
Billing Phone:		**Shipping Phone:**	918-259-2400

Payment Terms			
Payment Term:	Net 30	**Notes:**	
PO Number:			

Subscription Service

Year 1

Item	Type	Start Date	End Date	License Type	Total (USD)
Attract Subscription	Recurring	7/14/2025	6/30/2026	Employee Based	$19,781.34
Attract Setup	Services			Employee Based	$7,920.00
				Year 1 TOTAL:	$27,701.34

Year 2

Item	Type	Start Date	End Date	License Type	Total (USD)
Attract Subscription	Recurring	7/1/2026	6/30/2027	Employee Based	$20,924.40
				Year 2 TOTAL:	$20,924.40

Total: | $48,625.74

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of

any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By: **Broken Arrow, City of (OK)**	Signed By NEOGOV:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL



NEOED

ATTRACT

RECRUIT

A part of the Recruit module, Attract is a **candidate relationship manager (CRM)** providing the tools to capture candidate leads, manage relationships, automate communications, and measure recruiting data.

BUILD AN ATTRACTIVE BRAND

Employers of choice have a strong presence in the applicant market. Promote your organization with Attract's easy-to-use tools, and access new channels for capturing candidate leads.

- Create custom landing pages to highlight departments, events, or initiatives at your organization
- Create forms and calls to action on your website to easily capture candidate contact information
- Eliminate the need to manually collect candidate information at recruitment events
- Source a wider range of active and passive candidates by leveraging new channels

INTEGRATE DIRECTLY WITH INSIGHT

ATTRACT

- Landing Pages
- Forms
- Events
- Sourcing
- Lead Profiles
- Campaigns
- Talent Pools

INSIGHT

- Job Reqs
- Interviews
- Job Postings
- Selection
- Applicants
- Offers/Hires
- Screening
- Reporting

ENGAGE WITH CANDIDATES EFFECTIVELY

Manage all leads in a single, cloud-based location. Cultivate positive relationships with candidates so they're eager to apply when the right job becomes available.

- Convert candidates into new hires with timely and effective communication tools
- Tag candidates and organize them into talent pools for quick searchability
- Contact candidates with personalized messaging about upcoming events or jobs
- Launch email campaigns to communicate information to candidates individually or in bulk

ACCESS RECRUITMENT ANALYTICS

With Attract, reporting and ROI results are tied to candidates from start-to-finish to measure the impact of recruitment initiatives.

- Report on critical recruiting metrics like the open, click, and conversion rates of your emails and landing pages
- Track job seekers across the candidate lifecycle, from lead to hire
- Measure ROI by tracking applicant leads from events, emails, landing pages, articles, etc.
- Use data to inform future decisions and recruiting efforts

AUTOMATE RECRUITING COMMUNICATIONS

Our virtual recruiter lets you source candidates from past hiring cycles, events, social media, etc., so you can better recruit top candidates for positions across the organization.

- Use our candidate database, SchoolJobs.com, to find people near you interested in education careers
- Set parameters for automatic email outreach to varying types of candidates
- Keep runner-up candidates informed of new openings so they can quickly apply
- Automate email sends to past eligible applicants when a new position is available

CAST A WIDER NET WITH VIRTUAL RECRUITER

Candidates on eligible list for jobs with the same job description

Candidates that applied for similar jobs at your organization

SchoolJobs.com candidates that applied for similar jobs at other organizations

SchoolJobs.com candidates that have no applications

City of Broken Arrow

Request for Action

File #: 25-841, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to execute Firefighter Brady West's and Firefighter Nolan Jameson's application for participation on Oklahoma Taskforce-1 Urban Search and Rescue Team and renewal for Firefighters Jeremy Roberts, Jo'Es Okotoghaide, Stephen Heins, Chris Rivera, and Jill Boeckman, to participate on the Oklahoma Taskforce-1 Urban Search and Rescue Team for fiscal year 2026

Background:
For approximately Eighteen years, members of the Fire Department have participated as members of the Oklahoma Taskforce-1 (OK TF-1) Urban Search and Rescue Team. OK TF-1 is comprised of emergency responders from multiple Tulsa Metro agencies with specialized training in rescue and disaster response. The team has responded to numerous regional disasters including tornadoes, floods, and ice storms. Members of the team and the agency they represent commit to participating for one year and renew that commitment annually. Battalion Chief Jeremy Roberts, Firefighter Jo'es Okotoghaide, Firefighter Chris Rivera, Lieutenant Stephen Heins, and Captain Jill Boeckman currently serve and have committed to serve another year. In addition, Firefighters Brady West and Nolan Jameson have submitted their application to be considered for a position within the Task Force.

If the City of Broken Arrow approves their participation, it agrees to:

- Release the State of Oklahoma, the Oklahoma Office of Homeland Security, OK TF-1, the Oklahoma City Fire Department, and the Tulsa Fire Department from any and all claims suffered by the Participating Agency or its employees during any training, deployment, and/or exercise sponsored by OK TF-1.

- Provide the participating employee with coverage under the Workers Compensation during any training, deployment, drills, and/or exercises offered or provided by OK TF-1.

- Participating employees will not suffer any loss of pay, rank, leave time, or opportunity while participating in any training, deployment, drill, and/or exercise sponsored by OK TF-1. The employee will be granted time off, or equivalent, for the duration of the event. The Participating Agency may seek reimbursement from Federal or State agencies to recoup expenses involved in the support of the participating employee provided within the scope of disaster activation.

- Participating employees may be deployed for a period of up to fourteen (14) days. Length of deployment will depend on incident type.

Cost: $941.68 average per person per 24-hours on deployment.

Funding Source: Fire Fund

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Letter of Commitment for Application to OKTF-1_Jeremy Roberts, Letter of Commitment for Application to OKTF-1_Christopher Rivera, Letter of Commitment for Application to OKTF-1_Stephen Heins, Letter of Commitment for Application to OKTF-1_Jill Boeckman, Letter of Commitment for Application to OKTF-1_Jo'es Okotoghaide, Letter of Commitment for Application to OKTF-1_Brady West, Letter of Commitment for Application to OKTF-1_Nolan Jameson

Recommendation:
Approve and authorize the execution of Firefighters Brady West and Nolan Jameson's application for participation on Oklahoma Taskforce-1 Urban Search and Rescue Team and renewal for Firefighters Jeremy Roberts, Jo'Es Okotoghaide, Stephen Heins, Chris Rivera, and Jill Boeckman, to participate on the Oklahoma Taskforce-1 Urban Search and Rescue Team for fiscal year 2026.

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

By signing below, both the Applicant *and* the Applicant's Participating Agency Head (i.e. – Fire or Police Chief) agree to abide by the following:

- Applicant must adhere to the Policies and Procedures set forth by OK TF-1.
- Attendance and participation in initial Technician-level courses. In addition to the core-curriculum, Applicants may be required to attend and participate in specialty courses designed to fulfill requirements for specific Task Force positions (i.e. – Task Force Leader, Medical Specialist, etc). Length of training will vary depending on the course and may range from 2 days to 14 days.
- Maintain the ability to respond, when activated, for drills or deployment within a time frame determined by the Task Force Leader. This ability must be maintained whether the Applicant is at work or on time off and will be dependent on the Applicant's place on rotation schedule for deployment if accepted to OK TF-1.
- Applicant agrees to maintain a residence within a 50-mile radius of the locations specified for each metro area. Oklahoma City – OCFD Station #1 at 520 NW. 5th St.; Tulsa – Geographical center of the city at E. 26th St./S. Hudson Pl.
- Attendance and participation in activation drills, whether deployed or not, for readiness assessment.
- Attendance and participation in Task Force training activities consisting of at least 8 hours per month. Date and time of training will be scheduled well in advance so that both the Applicant and the Participating Agency may make appropriate arrangements.
- Participating Agency must agree to provide the Applicant coverage under Workers Compensation (or equivalent) during any and all training, deployment, drills, and/or exercises offered or provided by OK TF-1.

- Participating Agency must agree to release the State of Oklahoma, the Oklahoma Office of Homeland Security, Oklahoma Task Force 1, the Oklahoma City Fire Department, and the Tulsa Fire Department from any and all claims suffered by the Participating Agency or their employee(s) during any training, deployment, drill, and/or exercise sponsored by OK TF-1. In addition, the Participating Agency must also agree to release any entity with which OK TF-1 is working in conjunction during any of the above stated activities from the same.

- The Applicant understands that membership to OK TF-1 is voluntary and as such will receive no compensation from the State of Oklahoma, the Oklahoma Office of Homeland Security, the Oklahoma City Fire Department, or the Tulsa Fire Department. In addition, the Applicant will not be entitled to overtime pay, other than that normally allowed by the Participating Agency, while participating in any training, deployment, drill, and/or exercise activity sponsored by OK TF-1.

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- Applicant and Participating Agency understand that the period of commitment will be one (1) year in length. Commitments will be renewed annually upon mutual agreement of both the Applicant and OK TF-1.

Applicant:

Jo'es Okotoghaide
Printed Name

Signature

6/9/25
Date

Participating Agency:

Jeremy K. Moore
Participating Agency Head or Designee

Signature

Date

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OKLAHOMA WMD/USAR
OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

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Applicant:	**Participating Agency:**
Christopher Rivera	Jeremy K. Moore
Printed Name	*Participating Agency Head or Designee*
Signature	*Signature*
6/10/25	
Date	*Date*

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OKLAHOMA WAMDUSAR
OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

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Applicant:	**Participating Agency:**
Brady West	
Printed Name	*Participating Agency Head or Designee*
Brady West	
Signature	*Signature*
3/31/2025	
Date	*Date*

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

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- Maintain the ability to respond, when activated, for drills or deployment within a time frame determined by the Task Force Leader. This ability must be maintained whether the Applicant is at work or on time off and will be dependent on the Applicant's place on rotation schedule for deployment if accepted to OK TF-1.

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Applicant:	**Participating Agency:**
Stephen Heins	Jeremy K. Moore
Printed Name	*Participating Agency Head or Designee*
Signature	*Signature*
6-9-25	
Date	*Date*

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251



Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

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Applicant:

Jill Boeckman
Printed Name

Signature

Date

Participating Agency:

Jeremy K. Moore
Participating Agency Head or Designee

Signature

Date

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

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Applicant:	**Participating Agency:**
Jeremy Roberts	Jeremy K. Moore
Printed Name	*Participating Agency Head or Designee*
Signature	*Signature*
6-10-25	
Date	*Date*

Major Richard Kelley, OCFD
Task Force Leader
(405) 520-8251

OK TF-1

Chief Dennis Beyer, TFD
Task Force Leader
(918) 596-1254

Letter of Commitment for Applicants to OK TF-1

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Applicant:	**Participating Agency:**
Nolan Jameson	Jeremy K. Moore
Printed Name	*Participating Agency Head or Designee*
Signature	*Signature*
6-12-25	
Date	*Date*

City of Broken Arrow

Request for Action

File #: 25-1008, **Version:** 1

Broken Arrow City Council
Meeting of: 7/14/2025

Title:
Approval of and authorization to execute an annual renewal with Questys for software maintenance

Background:
This is the renewal of the annual maintenance of the software system and is a budgeted expense.

Questys is the City's system for internal document management and content management system. This system is important to the day-to-day operations of the City and is used by multiple departments including the City Clerk's office.

Cost: **$25,336.65**

Funding Source: Maintenance Services 11011200-540550

Requested By: Scott Carr, Information Technology Director

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

Attachments: Renewal invoice

Recommendation:
Approve and authorize execution for an annual renewal with Questys of software maintenance.

Invoice No.	**QSIMN0000674**
Date	**5/26/2025**
Customer No.	**BRO200**
Purchase Order	
Payment Terms	**Due Upon Receipt**

Bill To

Broken Arrow, OK, City of
Scott Carr, IT Director
1700 West Detroit
Broken Arrow, OK, 74012
United States

Ship To

Broken Arrow, OK, City of
Phil Morris
Accounts Payable PO Box 610
Broken Arrow, OK, 74013-0610
United States

Item No	Description	Quantity	Unit Price	Amount
ERP-QSI-MN	SILVER LEVEL QUESTYS ANNUAL SOFTWARE MNT & UPGR: August 2025 to July 2026	1.00	25,336.65	25,336.65

Remit To:
Questys
a division of N Harris Computer Corp
PO BOX 74008484
Chicago, IL 60674-8484

ACH or Wire
Bank: Bank of America
Account No : 4427890967
ABA No. (ACH Payments): 111000012
Swift Code: BOFAUS3N

Subtotal	US$25,336.65
Misc	0.00
Taxes	0.00
Total Due	**US$25,336.65**

Please include the Invoice number with Check or ACH payment.

Question about your invoice? Please email CKwok@harriscomputer.com, and include the invoice number(s). If you are Tax Exempt please email your exemption certificate to the address above.

The latest Terms & Conditions are available on our Support Portal (TeamSupport) within the knowledge base at https ://questys.na2.teamsupport.com/tandc

Thank you for your business!

City of Broken Arrow

Request for Action

File #: 25-986, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract

Background:
This will be a 1-year engagement (8/1/2025-7/31/2026) of the Blue Voyant MDR solution. This solution will provide the city the enhanced security posture as we continue to harden our environment.

Software House International (SHI) is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $151,529.00

Funding Source: 1101200-540550

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached quotes

Recommendation:
Approve and authorize to engage with Blue Voyant as our MDR (Managed Detection and Response) provider through SHI pursuant to the Oklahoma Statewide Purchasing Contract

Pricing Proposal
Quotation #: 26397389
Created On: 7/10/2025
Valid Until: 8/4/2025

OK-City of Broken Arrow

Phil Morris
OK
United States
Phone: 918-259-2400 ext.6565
Fax:
Email: pmorris@brokenarrowok.gov

Inside Account Manager

Will Hughes
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1361
Fax:
Email: Will_Hughes@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Please see quote terms for full product description BLUEVOYANT LLC - Part#: MSS-SIEM-SERVICE-XDR-SENTINEL-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2025 – 7/31/2026 **Note:** 12 month term	626	$242.0591	$151,529.00
2	Please see quote terms for full product description BLUEVOYANT LLC - Part#: MSS-SIEM-SERVICE-SENTINEL-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2025 – 7/31/2026 **Note:** 12 month term	626	$0.00	$0.00
3	Please see quote terms for full product description BLUEVOYANT LLC - Part#: MSS-MDR-365D-GOV Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 8/1/2025 – 7/31/2026 **Note:** 12 month term	626	$0.00	$0.00
			Total	$151,529.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

BlueVoyant Quote ID: Q-17356
MSS-SIEMSERVICE-XDR-SENTINEL-GOV:
Managed Azure Sentinel, using Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest
threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints.
Please see the Service Description here:
https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription

MSS-SIEMSERVICE-SENTINEL-GOV:
Managed Azure Sentinel, using Client supplied Azure Sentinel subscription, correlates and analyzes network logs in real time, aggregating disparate data and applies the latest
threat intelligence to filter background noise and identify real security concerns. This Quantity on this service represents Endpoints. Please see the Service Description here:
https://www2.bluevoyant.com/MDRforMicrosoftSentinelServiceDescription
MSS-MDR-365D-GOV:
BlueVoyant’s monitoring of the contracted Client-owned Microsoft environment (Azure and Microsoft 365) provides security event investigations across Client’s 365 Defender
Suite of Products. Includes Advanced Threat Hunting.
Renewal Term Dates: 8/1/2025 - 7/31/2026

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 25-989, **Version:** 1

Broken Arrow City Council
Meeting of: 7/14/2024

Title:
Approval of and authorization to renew the City's subscription to SolarWinds Orion Network Manager HCO through SHI, pursuant to the Oklahoma State Purchasing Contract

Background:
SolarWinds is the City's current network management platform for monitoring all network, security, and server installations across the city.

This is the annual renewal for the Orion platform subscription.

SHI is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: **$22,239.93**

Funding Source: IT Department Operation Expense Budget

Requested By: Scott Carr, Information Technology Director

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

Attachments: Renewal form

Recommendation:
Approval of and authorization to pay the renewal of our subscription to SolarWinds Orion Network Manager through SHI pursuant to the Oklahoma State Purchasing Contract

Pricing Proposal
Quotation #: 26375007
Created On: 7/3/2025
Valid Until: 7/15/2025

OK-City of Broken Arrow

Phil Morris
OK
United States
Phone: 918-259-2400 ext.6565
Fax:
Email: pmorris@brokenarrowok.gov

Client Solutions Mananger

Christine Fellin
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-0279
Fax:
Email: Christine_Fellin@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SolarWinds Maintenance - Technical support (renewal) - for SolarWinds Security Event Manager SEM50 - up to 50 nodes - phone consulting - 1 year - 24x7 SolarWinds - Part#: 8250095 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 7/31/2025 – 7/31/2026	1	$2,111.79	$2,111.79
2	Engineer's Toolset Per Seat License - Anl Mnt Rnwl SolarWinds - Part#: 8250012 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 7/31/2025 – 7/31/2026	1	$589.93	$589.93
3	SolarWinds Hybrid Cloud Observability Advanced - Subscription license renewal (1 year) - up to 250 nodes SolarWinds - Part#: 201085HC Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 7/31/2025 – 7/31/2026	1	$19,014.89	$19,014.89
4	SolarWinds Maintenance - Technical support (renewal) - for DameWare Remote Support - Technician License - 1 user - volume - 6-9 licenses - phone consulting - 1 year - 24x7 SolarWinds - Part#: 8250084 Contract Name: OK- Software & Services Contract #: SW1041SH Coverage Term: 7/31/2025 – 7/31/2026	6	$87.22	$523.32
			Total	$22,239.93

Additional Comments

Solarwinds has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 25-878, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to renew agreement with Termax Pest Control for Pest Control Services for the various City owned facilities

Background:
The City of Broken Arrow, through its Maintenance Services department, previously conducted a competitive selection process to secure Pest Control Services for 39 city-owned facilities. This process was facilitated by the Purchasing Department, which issued Request for Proposal (RFP) Packet 25.102 to multiple pest control companies. The RFP detailed the City's requirements for comprehensive pest control services, emphasizing quality, reliability, and cost-effectiveness.

Following the evaluation of three submitted proposals, Termax Pest Control was selected as the most advantageous provider based on their service offerings, pricing, experience, and ability to meet the City's specific needs. The resulting contract included provisions for renewal, contingent upon satisfactory performance and approval by the Broken Arrow Municipal Authority.

Based on Termax Pest Control’s continued high-quality service and adherence to contract expectations, the City of Broken Arrow is exercising its option to renew the agreement. This renewal ensures the ongoing protection and maintenance of City facilities, supporting a safe and pest-free environment for all employees and visitors.

Cost: Stated in proposal

Funding Source: City of Broken Arrow General Fund

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager’s Office

Attachments: RFP Tab 25.102 Pest Control Services, 25.102 Termax Pest Control, Signed City Council Renewal

Recommendation:
Approve and authorize renewal of agreement with Termax Pest Control for Pest Control Services for the various City owned facilities

RFP: 25.102

PEST CONTROL SERVICES

BID OPENING DATE: August 8, 2024

Vendor:	TermMax Pest Control	Erwin's Pest Control	Allstate Termite & Pest Solutions
Facility	**Monthly Cost**	**Monthly Cost**	**Monthly Cost**
Camino Villa Clubhouse	$15.00	$25.00	$44.00
Central Park Com. Cntr.	$20.00	$25.00	$44.00
City Hall	$40.00	$25.00	$44.00
City Hall Annex (HR)	$20.00	$25.00	$16.50
Fire Station #1	$20.00	$25.00	$16.50
Fire Station #2	$25.00	$25.00	$11.00
Fire Station #3	$20.00	$25.00	$11.00
Fire Station #4	$25.00	$25.00	$16.50
Fire Station #5	$20.00	$25.00	$16.50
Fire Station #6	$25.00	$25.00	$44.00
Fire Station #7	$25.00	$25.00	$38.50
Fire Station Old #3- Sign Shop	$25.00	$25.00	$11.00
Fire Station Old #7- Comms.	$15.00	$25.00	$16.50
ISSC Maintenance Building	$20.00	$25.00	$16.50
Park Grove Cemetery	$20.00	$25.00	$22.00
Ray Harral Nature Center	$20.00	$25.00	$18.50
WRTP - Admin Bldg.	$32.50	$25.00	N/A
WRTP - BELT Bldg.	$32.50	$25.00	N/A
WRTP - Blower Bldg.	$25.00	$25.00	N/A
WRTP- CENT BLD.	$25.00	$25.00	N/A
WRTP - CHLO BLD.	$25.00	$25.00	N/A
WRTP- Electric Bldg.	$25.00	$25.00	N/A
WRTP - GRIT BLD.	$25.00	$25.00	N/A
WRTP - HEADWORK	$25.00	$25.00	N/A
WRTP - RET SLUD	$20.00	$25.00	N/A
Animal Shelter	$25.00	$25.00	$44.00
Events Park Office	$25.00	$25.00	$38.50
FLEET Maintenance	$20.00	$25.00	$44.00
Gen. Srv. Bldg. - Ops	$30.00	$25.00	$44.00

Justice Center	$32.50	$25.00	$88.00
Nienhuis Maint. Bldg.	$25.00	$25.00	$22.00
Nienhuis Park Com. Cntr.	$25.00	$25.00	$38.50
Physical Res. Bldg.	$20.00	$25.00	$22.00
Public Safety Complex	$32.50	$25.00	$44.00
Stark Bldg.	$20.00	$25.00	$44.00
Street & Stormwater	$30.00	$25.00	$38.50
Training Phase 1	$30.00	$25.00	$44.00
Training Phase 2	$30.00	$25.00	$44.00
Training Phase 3	$30.00	$25.00	$44.00
Total:	**$965.00**	$975.00	$986.50
Optional Services w/Pricing	Fee for maintaining more than 1 outdoor rodent bait box is $2.00 per box per month	Termite Treatment per foot is $6.00 Linear	Bait Station Services $48.00 & Mosquito Services $30.00 each

NOTES **RFP: 25.102 was sent out to four (4) Vendors with three (3) responses. This was advertised on the City Website as well as the Tulsa World.

This bid tabulation is true and accurate to the best of my knowledge.

Ryan Baze
Maintenance Service Director

Date

Attachment A

Pest Control Service

PRICING SUMMARY

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

Prices in Red are Volume Discounts

Monthly Cost

Camino Villa Clubhouse	$	$65 ($15)
Central Park Community Center	$	$95 ($20)
City Hall	$	$150 ($40)
City Hall Annex (HR)	$	$75 ($20)
Fire Station #1	$	$85 ($20)
Fire Station #2	$	$95 ($25)
Fire Station#3	$	$85 ($20)
Fire Station#4	$	$95 ($25)
Fire Station#5	$	$85 ($20)
Fire Station#6	$	$95 ($25)
Fire Station#7	$	$95 ($25)
Fire Station#6	$	NA
Fire Station Old #3 / Sign Shop	$	$95 ($25)
Fire Station Old #7 / Communications	$	$65 ($15)
ISSC Maintenance Building	$	$85 ($20)
Park Grove Cemetery	$	$75 ($20)
Ray Harral Nature Center	$	$75 ($20)
Water Reclamation Treatment Plant - Admin Bldg.	$	$105 ($32.50)
Water Reclamation Treatment Plant - BELT Bldg.	$	$105 ($32.50)
Water Reclamation Treatment Plant - Blower BLDG	$	$85 ($25)
Water Reclamation Treatment Plant - CENT BLD	$	$85 ($25)
Water Reclamation Treatment Plant - CHLO BLD	$	$85 ($25)
Water Reclamation Treatment Plant - Electric Bldg.	$	$75 ($25)

Attachment A (Continuation)

Water Reclamation Treatment Plant - GRIT BLD	$ **$105** ($25)
Water Reclamation Treatment Plant - HEADWORK	$ **$105** ($25)
Water Reclamation Treatment Plant - RET SLUD	$ **$85** ($20)
Water Treatment Plant - Admin Building	$ NA
Water Treatment Plant - Old Admin Building	$ NA
Water Treatment Plant - High Service (Pump Room)	$ NA
Water Treatment Plant - Raw Water	$ NA
Water Treatment Plant - Pretreatment Area	$ NA
Water Treatment Plant - Pretreatment MCC Building	$ NA
Animal Shelter	$ **$105** ($25)
Events Park Office	$ **$95** ($25)
FLEET Maintenance	$ **$75** ($20)
General Service Building – Operations	$ **$105** ($30)
Justice Center	$ **$105** ($32.50)
Nienhuis Maintenance Building	$ **$95** ($25)
Nienhuis Park Community Center	$ **$125** ($25)
Physical Resources Building	$ **$75** ($20)
Public Safety Complex	$ **$105** ($32.50)
Stark Building	$ **$75** ($20)
Street & Stormwater	$ **$95** ($30)
Training Phase 1	$ **$125** ($30)
Training Phase 2	$ **$125** ($30)
Training Phase 3	$ **$125** ($30)
Tower	$ **$65** ($15)

Attachment A (Continuation)

1.List other optional services along with pricing.

Fee for Maintaining more than 1 outdoor rodent bait box $ 2.00 per box per month

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

Prices in red include a volume discount that require TermMax Pest Control to be awarded all properties.

Comments/Notes:

Attachment B

Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. 3 Calendar days.

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

In compliance with this invitation for **RFP: 25.102** and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

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

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

Complete Legal Name of Bidder:

TermMax Pest Control
Company Name

Date: Aug 5th, 2024

Address:

Broken Arrow | OK | 74012
City | State | Zip Code

Signature:

Official Title: OWNER

Please print or type name clearly:
Kevin Behe

Telephone Number: (918) 510-2586 Ext.

Email Address: admin@termmax.net

Federal Tax ID Number 85-2311514

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

notary- Kandra Smith
Date 8-5-24
Commexp 9-22-25

KANDRA SMITH NOTARY PUBLIC COMM. EXP. 09-22-2025 #05008879 IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Attachment C

References

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

(1) Customer Name: Daniels and Daniels Construction Telephone: (918) 809-8740

Contact Name: Charlie Daniels Title: Owner

Address: 3056 N Aspen Ave, Broken Arrow, OK 74012

Email Address cdaniels@churchesbydaniels.com

(2) Customer Name: Best Western Telephone: (918) 507-2701

Contact Name: Tejas Gandhi Title: Owner

Address: 1200 East Lansing Street, Broken Arrow, OK 74012

Email Address bwkenoshainn@gmail.com

(3) Customer Name: Caribbean Sushi Telephone: (918) 286-1306

Contact Name: Adtian Mendez Title: Owner

Address: 3708 S Elm Pl, Broken Arrow, OK 74011

Email Address thecaribbeansushi@gmail.com

Attachment D

INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OK

COUNTY OF: Tulsa

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

NA

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

X _____

Subscribed and Sworn to before me this 5 day of Aug 20 24

My Commission Expires: 9-22-25

Kandra Smith

Notary Public

KANDRA SMITH NOTARY PUBLIC COMM. EXP. 09-22-2025 #05008879 IN AND FOR STATE OF OKLAHOMA WAGONER COUNTY

Attachment E

PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: OK

COUNTY OF: TULSA

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

X _____

Subscribed and sworn to before me this 5 day of Aug 2024

My Commission Expires: 9-22-25

Kandra Smith

Notary Public (or Clerk or Judge)

KANDRA SMITH
NOTARY PUBLIC
COMM. EXP.
09-22-2025
#05008879
IN AND FOR
STATE OF OKLAHOMA
WAGONER COUNTY

Schedule of Services

1st Monday of the Month - 9
- Camino Villa Clubhouse
- Fire Station #6
- Animal Shelter
- Nienhuis Maintenance Building
- Nienhuis Park Community Center
- Training Phase 1
- Training Phase 2
- Training Phase 3
- Training Shooting Tower by Phase 3

1st Tuesday of the Month - 10
- City Hall
- City Hall Annex (HR)
- Fire Station #1
- Fire Station #4
- Park Grove Cemetery
- FLEET Maintenance
- General Services Building - Operations
- Physical Resources Building
- Public Safety Complex
- Stark Building

2nd Monday of the Month - 10
- Central Park Community Center
- Fire Station #2
- Fire Station #3
- Fire Station #5
- Fire Station #7
- Fire Station Old #7 / Communications
- ISSC Maintenance Building
- Events Park Office
- Justice Center
- Street and Stormwater

2nd Tuesday of the Month - 11
- Fire Station Old #3 / Sign Shop
- Ray Harral Nature Center
- Water Reclamation Treatment Plant - Admin Building
- Water Reclamation Treatment Plant - BELT Building
- Water Reclamation Treatment Plant - Blower Building
- Water Reclamation Treatment Plant - CENT Building
- Water Reclamation Treatment Plant - CHLO Building
- Water Reclamation Treatment Plant - Electric Building
- Water Reclamation Treatment Plant - GRIT Building
- Water Reclamation Treatment Plant - Headwork
- Water Reclamation Treatment Plant - RET SLUD

PLEASE REMOVE LICENSE SHOWN BELOW AND DISPLAY IN A PUBLIC PLACE. THIS IS YOUR RECEIPT FOR PAYMENT AND LICENSE TO PERFORM THE TYPE OF WORK SHOWN IN THE STATE OF OKLAHOMA.

THIS LICENSE WILL EXPIRE ON THE DATE SHOWN.

Pesticide Application Categories Are As Follows:

1a: Agricultural Plant	8: Public Health
1b: Agricultural Animal	9: Regulatory
2: Forestry	10: Demonstration & Research
3a: Ornamental & Turf Outdoor	11a: Bird & Vertebrate Animal
3b: Interiorscape	11b: Predatory Animal
3c: Nursery/Greenhouse	12a: Pressure Facility Timber Treating
4: Seed Treatment	12b: Ground Line Utility Pole Timber Treating
5: Aquatic	13: Antimicrobial
6: Right-of-Way	14a: Sewer Root
7a: General Pest	14b: Cooling Tower
7b: Structural Pest	14c: Specialty
7c: Fumigation	A: Aerial

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD & FORESTRY
P.O. BOX 528804 OKLAHOMA CITY OK 73152-8804 (405) 521-3864

LICENSE TYPE: Commercial
LICENSE NUMBER: 9151

PESTICIDE APPLICATOR'S LICENSE
UNDER AND SUBJECT TO THE PROVISIONS OF THE OKLAHOMA AGRICULTURAL CODE,
PESTICIDE APPLICATOR'S LICENSE VALID IN THE CATEGORIES INDICATED BELOW

11A; 3A; 7A;

ISSUED TO:
TERMMAX PEST CONTROL LLC
2401 S MAPLE AVE
BROKEN ARROW OK 74012

RECEIPT: 562256102
DATE OF ISSUE: 12/22/2023
EXPIRATION DATE: 12/31/2024

2024

AGN0176013

UNLESS CANCELLED OR SUSPENDED FOR VIOLATION OF LAW AND REGULATIONS

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, & FORESTRY
P.O. BOX 528804
OKLAHOMA CITY OK 73152-8804

LICENSE ENCLOSED

TERMMAX PEST CONTROL LLC
2401 S MAPLE AVE
BROKEN ARROW OK 74012

Policy Number: BA350000008782
Effective Date: 06/13/2024

MERCURY INSURANCE

Amended Declarations: Add Vehicle(s)
This policy change has resulted in an additional premium of $649.00
This declarations supersedes any previous declarations bearing the same number for this policy period

BUSINESS AUTO DECLARATIONS

Issued By:	**Agent:**
American Mercury Insurance Company 13785 Research Blvd, Ste 125,Room 102 Austin, TX 78750 Billing: (888) 637-2176 Claims: (800) 503-3724	AMERICAN FOUNDERS INS GRP 2448 E 81ST ST, STE 5640 TULSA, OK 74137 Agent Number: 0350302 Agent Phone: (918) 508-2900

ITEM ONE GENERAL INFORMATION

Named Insured: TERMMAX PEST CONTROL

Mailing Address: 2401 S MAPLE AVE,
BROKEN ARROW, OK 74012-6897

Policy Period: From 03/08/2024 to 03/08/2025 at 12:01 AM Standard Time at your mailing address

Business Type: Pest Control

Business Category: Services

Form of Business: Corporation

Total Policy Premium: $3,883.00

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ENDORSEMENTS ATTACHED TO THIS POLICY	
MCA OKCC 05 21 - Common Policy Conditions MCA OKBA 05 21 - Business Auto Coverage Form MCA MSUD 03 23 - Undisclosed Drivers Coverage Selection MCA OKUN 05 21 - Oklahoma Uninsured Motorists Coverage MCA MSMP 05 21 - Auto Medical Payments Coverage MCA LPCL 07 20 - Loss Payable Clause	

MERCURY INSURANCE

WARNING MINIMUM LIMITS: IN SOME CASES, THE POLICY AFFORDS ONLY MINIMUM LIMITS OF LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE AS SPECIFIED BY THE COMPULSORY OR FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION WHERE THE LOSS OCCURRED. SUCH MINIMUM LIMITS MAY BE LESS THAN THE STATED POLICY LIMITS.

ITEM TWO SCHEDULE OF COVERAGES

This policy provides only those coverages where a charge is shown in the premium column below.

Policy Level Coverage	Limit The Most We Will Pay For Any One Accident Or Loss	Premium
Non-Stacked Uninsured Motorists	$100,000 CSL	**$167**
Total Policy Level Coverage Premium		**$167.00**

Summary Coverages	Limit The Most We Will Pay For Any One Accident Or Loss	Premium
Liability	$100,000 Combined Single Limit	**$2,082**
Medical Payments	$1,000 per person	**$53**
Comprehensive	Actual Cash Value, Cost of Repair or Stated Amount, Whichever is Less, Minus Deductible Shown in ITEM THREE for Each Covered Auto.	**$266**
Collision	Actual Cash Value, Cost of Repair or Stated Amount, Whichever is Less, Minus Deductible Shown in ITEM THREE for Each Covered Auto.	**$1,315**
Total Summary Coverage Premium		**$3,716.00**

Premium For ITEM FOUR (Hired Auto Coverage)	
Premium For ITEM FIVE (Employer's Non-Ownership Liability)	
Premium For Other Endorsements	
Miscellaneous Fees and Expense	
Total Policy Premium	**$3,883.00**

Policy Number: BA350000008782
Effective Date: 06/13/2024

MERCURY INSURANCE

ITEM THREE	SCHEDULE OF COVERED AUTOS YOU OWN					
Covered Auto No.	Description	Body Type	VIN	Garaging		
				City	ST	Zip Code
1	2024 FORD MAVERICK XL	Pickup	3FTTW8A97RRA44906	Broken Arrow	OK	74012
2	2018 NISSAN FRONTIER S SV SL	Pickup	1N6DD0ER4JN755358	Broken Arrow	OK	74012
3	2024 FORD MAVERICK XL	Pickup	3FTTW8A91RRA96015	Broken Arrow	OK	74012

Covered Auto No.	Radius (In Miles)	Vehicle Use	Business Use	*Stated Amount	Non-Factory Equipment Limit	Loss Payee
1	Up to 100 Miles	Personal & Business	Service		$0	Ford Retail
2	Up to 100 Miles	Personal & Business	Service		$0	
3	Up to 100 Miles	Business	Service		$0	

* Stated Amount coverage is an agreed to limit on your vehicle's actual cash value, including the actual cash value of any Non-Factory Equipment permanently attached to the vehicle that you disclose to us, and is the most we will pay for a loss. Non-Factory Equipment coverage is subject to a sub-limit shown on the Declarations. Be sure to check the Stated Amount and Non-Factory Equipment sub-limit at every renewal in order to receive the best value from your Mercury Business Auto policy.

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES

Each of the coverages will apply to a specific Covered Auto if a premium is shown for that specific coverage on that Covered Auto. Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.

Covered Auto No.	Liability Premium	Auto Medical Payments Premium
1	$691	$19
2	$762	$17
3	$629	$17

Covered Auto No.	Comprehensive		Collision		Roadside Assistance	
	Deductible	Premium	Deductible	Premium	Limit Per Occurrence	Premium
1	$1,000	$85	$1,000	$425		
2	$1,000	$103	$1,000	$503		
3	$1,000	$78	$1,000	$387		

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		
1				**$1,220.00**
2				**$1,385.00**
3				**$1,111.00**

MERCURY INSURANCE

TOTAL PREMIUMS	
Liability	$2,082
Medical Payments	$53
Comprehensive	$266
Collision	$1,315
Roadside Assistance	
Rental Reimbursement	
Loan/Lease Gap	

ITEM FOUR SCHEDULE OF HIRED AUTO COVERAGE AND PREMIUMS

Cost of hire is the total annual amount you incur for the hire of autos you do not own. Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Annual Cost Of Hire	Liability Coverage	Physical Damage Coverage		Total ITEM FOUR Premium
	Premium	Limit Of Insurance	Premium	
		Actual Cash Value, Cost of Repair or $100,000, Whichever Is Less, Minus $500 Deductible For Each Covered Auto.		

ITEM FIVE SCHEDULE FOR EMPLOYER'S NON-OWNERSHIP LIABILITY

Number Of Employees (Including Volunteers)	Total ITEM FIVE Premium

ADDITIONAL INFORMATION

Discounts
• Advance Quote • Multi-Line • Pay in Full

Driver Information	
Listed Drivers	Excluded Drivers
KEVIN BEHE	
MELODY BEHE	

VP, Corporate Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED TERMMAX PEST CONTROL LLC 2401 S Maple Ave Broken Arrow OK 74012	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Wesco Insurance Company 25011 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 3773316 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WWC3709630	03/21/2024	03/21/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage
2401 S Maple Ave,
Broken Arrow OK 74012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CoverWallet, Inc.
One Liberty Plaza,
Suite 3201
New York, NY 10006

CONTACT NAME: Matthew Freas
PHONE (A/C, No, Ext): (646) 844-9933 FAX (A/C, No):
E-MAIL ADDRESS: customer.service@coverwallet.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	38970
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Termmax Pest Control LLC
2401 S Maple Ave
Broken Arrow, OK, 74012

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PCG5935-05	09/21/2023	09/21/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ $1,000,000 $ 1,000,000 $ $1,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Margaret M. Raff

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CITY OF BROKEN ARROW
Where opportunity lives

CONTRACT RENEWAL No. 1 of 4

This amendment by and between the Supplier or Contractor and Broken Arrow City Council defined below shall be effective as of the date this Amendment is fully executed. To the extent the award requires The Broken Arrow City Council to issue a Notice of Award Amendment for purposes of exercising the renewal option, this written document shall serve as such Notice of Award Amendment.

Broken Arrow City Council	
Supplier or Contractor Full Legal Name:	Termmax Pest Control
Original RFP Number:	25.102
RFP Title Name:	Pest Control Services
Original Award Date:	09/03/2024
Current Contract Term:	09/03/2024 Through 06/30/2025
Amendment No.:	Renewal Number #1

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

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

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

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

RENEW CONTRACT TERM	
Beginning Date of New Contract Term:	07/01/2025

End Date of New Contract Term:	06/30/2026

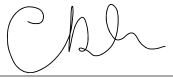
The parties agree the award will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the award for an additional period of time.

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

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

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

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	TermMax Pest Control, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Kevin Behe, Owner
Date:	June 11th, 2025
Company Address:	PO Box 914 Broken Arrow, OK 73013

Broken Arrow City Council

Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	

City of Broken Arrow

Request for Action

File #: 25-918, **Version:** 1

Broken Arrow City Council
Meeting of: July 15, 2025

Title:
Approval of and authorization to execute a memorandum of understanding with Union Public Schools authorizing Union Public Schools security personnel to assist with traffic direction on roadways adjacent to school property before and after school and during special district events

Background:
It will be mutually advantageous to have support from Union Public Schools security staff when it comes to directing traffic on roadways adjacent to school property. Such an arrangement will benefit both the City of Broken Arrow and Union Public Schools regarding traffic management, an active threat, and the day-to-day safety and/or security issues arising at Union school sites. Union Public Schools is seeking authorization to direct traffic on streets adjacent to school property before or after school and during special district events.

Cost: $0

Funding Source: None

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Memorandum of Understanding

Recommendation:
Approve and authorize the execute a memorandum of understanding with Union Public Schools authorizing Union Public Schools security personnel to assist with traffic direction on roadways adjacent to school property before and after school and during special district events

BROKEN ARROW POLICE DEPARTMENT AND UNION PUBLIC SCHOOLS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into by and between The City of Broken Arrow or Broken Arrow Police Department ("BAPD" herein referred to as "CITY") and Union Public Schools, ("UNION"), collectively the "Parties".

The purpose of this MOU is to establish a framework for cooperation between the Parties to enhance school site safety by allowing designated UNION security personnel to assist with traffic direction on roadways adjacent to school property during specified times and events, subject to the conditions and limitations outlined herein; and

WHEREAS, both parties believe that having UNION security personnel at campus sites will benefit both agencies regarding traffic management, an active threat, the day-to-day safety, and/or security issues that occur at schools. With the permission of CITY, UNION personnel can direct traffic streets adjacent to school property before and after school or during special district events; and

WHEREAS, both parties agree that it will be mutually beneficial for BAPD or CITY and UNION to enter into this arrangement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and other promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

Scope of Agreement

This Agreement applies only to public roadways:

- Located within the CITY limits; and
- Under the jurisdiction of the CITY; and
- Immediately adjacent to property owned by UNION.

The Agreement does not authorize UNION personnel to engage in any law enforcement activity or traffic enforcement action.

Rights and Responsibilities of BAPD or CITY

A. BAPD / CITY shall authorize and coordinate with UNION when traffic direction by UNION security personnel is deemed appropriate by both Parties;

B. BAPD / CITY will provide guidance and approve training standards for any UNION personnel engaged in traffic direction duties.

C. BAPD / CITY will retain full law enforcement over all public streets and traffic enforcement matters;

D. BAPD / CITY will maintain final decision-making authority regarding when and how UNION personnel may assist with traffic matters;
E. BAPD / CITY will communicate clearly with UNION regarding approved times, locations and procedures for traffic direction.

Rights and Responsibilities of UNION

A. UNION agrees to assign only properly trained and authorized security personnel to assist with traffic direction, coordinating training with the CITY;
B. UNION will ensure security personnel wear proper uniforms or identification and follow all safety protocols while directing traffic;
C. UNION will limit traffic direction activities to times and locations pre-approved by the CITY;
D. UNION will provide traffic assistance only on roadways adjacent to school property that are within the CITY's jurisdiction, and never on state highways or private roads;
E. UNION will ensure its personnel understand that they are not acting as law enforcement officers and are not authorized to enforce traffic laws or detain individuals.
F. UNION personnel assisting under this Agreement shall operate in a support capacity only, and at all times remain subject to the direction and oversight of the CITY when working in a public right-of-way or in connection with CITY-coordinated events.

Indemnification

To the extent permitted by law, each Party agrees to be responsible for its own negligent acts or omissions and those of its officers, employees, or agents arising out of the performance of this Agreement. Each Party agrees to indemnify, defend, and hold harmless the other Party, including its officers, employees, and agents, from and against any and all claims, liabilities, damages, costs, or expenses, including reasonable attorney's fees, to the extent such claims result from the negligent acts, errors, or omissions of the indemnifying Party or its personnel.

Nothing in this Agreement shall be construed as a waiver of any rights, defenses, immunities, or limitations of liability available to either Party under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., including but not limited to 51 O.S. § 157. This Agreement does not create or expand any liability beyond that authorized by the Act.

This provision shall survive the termination of this Agreement.

Term and Termination/Withdrawal

This MOU shall remain in force until such time as all parties agree to terminate the agreement, which may be done only by written notice or agreement. This MOU may be amended from time to time only by mutual written agreement of the parties. Any amendments will become part of this MOU as attachments. Either party may terminate the agreement upon (60) days prior written notice to the other party.

Legal Relationship of the Participants

The relationship among all participating parties in the effort described in this Agreement is not that of partners or joint ventures and nothing in this Agreement shall be deemed to constitute or create an association, partnership or joint venture among them or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of another party, or bind another party in any manner.

This Agreement shall not be interpreted to create a legal duty owed by either Party to the other, or to third parties, beyond those duties that otherwise exist by law. Each Party remains responsible for the actions of its own officers, employees, or agents.

General Provisions

Amendments: No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

Severability: If any provision is held invalid or unenforceable, the remainder of the Agreement shall remain in effect.

No Assignment: Neither Party may assign its obligations under this Agreement without prior written consent.

Acknowledgements

As the authorized representative for my organization, I have read this Memorandum of Understanding. I agree that the MOU accurately describes the roles of the parties and that the MOU constitutes the sole agreement amongst the parties with respect to the terms contained herein.

IN WITNESS WHEREOF, the parties have entered into this MOU at Tulsa, Oklahoma, on the 9 day of June, to be effective June 9, 2025.

UNION PUBLIC SCHOOLS (UNION)

By: _____

Printed Name: Joey Reyes

Title: President, Board of Education

Attest: _____

Board Clerk: Heather McAdams

City of Broken Arrow, OKLAHOMA

By: _____

Mayor

Attest: _____

City Clerk

Approved as to Form:

_____

Assistant City Attorney

City of Broken Arrow

Request for Action

File #: 25-798, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

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 or less

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

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

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

- Professional Consultant Services Agreement to perform survey services for SW25130 - S. Harp Blvd. Drainage Improvements - GEODECCA, LLC

Cost: $5,100.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Professional Services Agreement SW25130 - GEODECCA, LLC

Recommendation:
No Action Required

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
S. HARP BLVD. DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW25130

Agenda Item 25-798

1. Professional Service Provider:

a. Name: GEODECA, LLC

b. Telephone No.: 918-949-4064

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

2. Project Title and Location: Survey for S. Harp Blvd. drainage improvements in the Cambridge Estates neighborhood located near Houston St. and S. 241st E. Ave.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand One Hundred and No/100 ($5,100.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

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

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

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

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

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

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

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

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

10. 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

11. Electronic Signatures:

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

electronically signed and/or submitted documents.

12. 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.

13. 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.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

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

Date: 06-25-25

Attest: Curtis Green
City Clerk [Seal]

Date: 6/26/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
GEODECCA, LLC

By: Russell Muzika
Russell Muzika, PLS

Title: President

Date: 6-20-2025

Attest:
By: Carrie Muzika

Title: CEO

Date: 6/20/2025

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20th day of June 2025, personally appeared Russell Muzika, known to me to be the (**President**, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of GEODECCA, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Christopher Durnil
Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
S. HARP BLVD. DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW25130

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated in the Cambridge Estates neighborhood along S. Harp Blvd. in the City of Broken Arrow. Services performed to include a full topographic survey depicted in Exhibit A. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

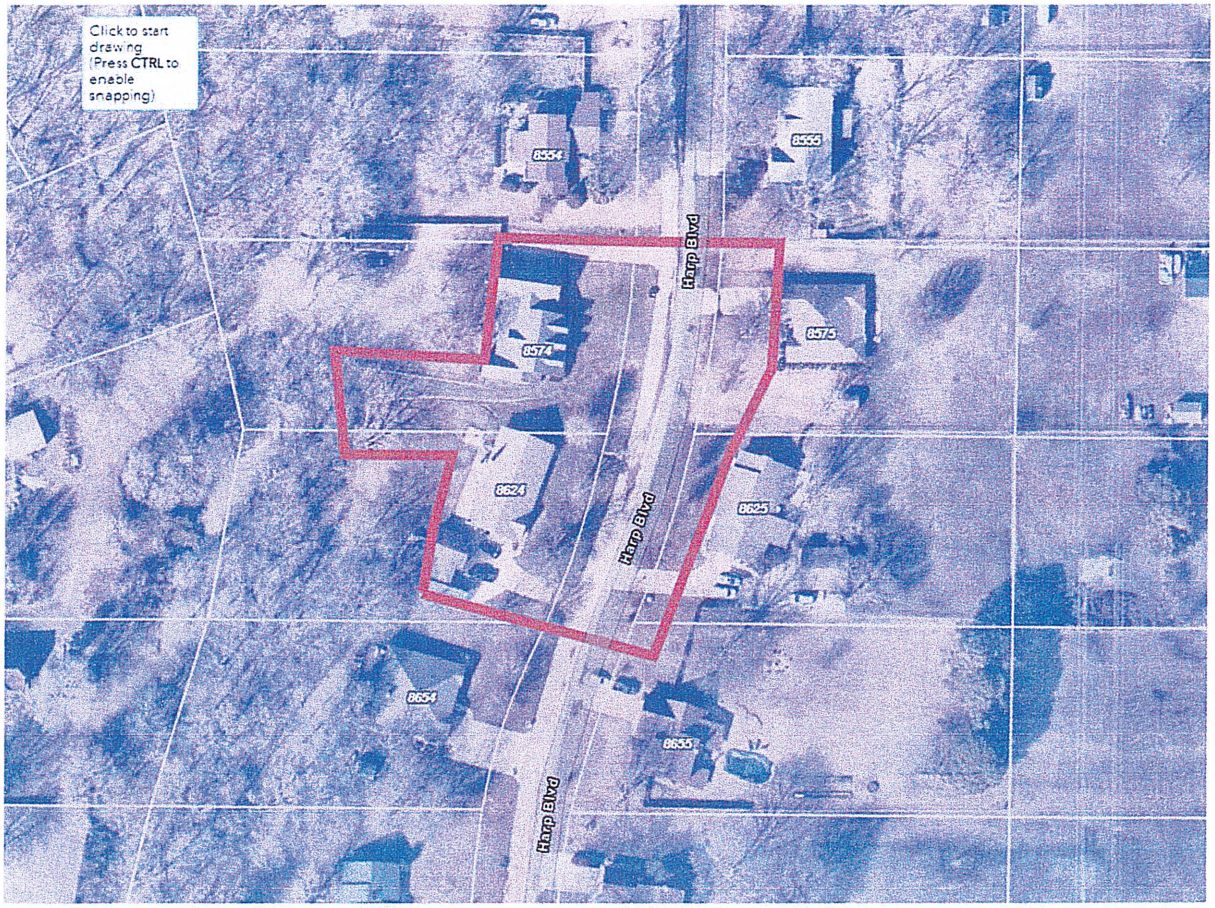
SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 300 linear feet x 280 feet wide (see EXHIBIT 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibit 1 for location/footprint.

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]

EXHIBIT 1: SURVEY LIMITS



City of Broken Arrow

Request for Action

File #: 25-980, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to refurbish and remount two (2) 2019 AEV ambulance bodies from the Fire Department's existing fleet by Professional Ambulance Service DBA SERVS and declare two Ford F550 cab/chassis from unit 1970 and unit 1975 surplus for the purpose of trade-in

Background:
The Broken Arrow Fire Department is requesting authorization to move forward with the remounting and refurbishment of two 2019 AEV ambulances, Units 1970 and 1975. This is part of the department's long-term vehicle replacement strategy, which emphasizes cost efficiency and operational consistency by remounting high -quality patient compartments onto new cab and chassis assemblies. Remounting typically takes 5-7 months, significantly faster than the 24-36-month lead time for ordering new ambulances. Additionally, remounting saves 40-50% compared to the cost of full replacements.

This will mark the department's fifth and sixth remount projects. The remounting process significantly extends the life of our existing ambulance fleet while reducing turnaround time and cost compared to full ambulance replacements. The purchases will be made using cooperative pricing through buying consortiums which satisfies competitive bidding requirements under the Oklahoma Competitive Bidding Act and City policy.

Details:

- The total cost of the remount (cab/chassis and remount) is $549,942
- Chassis Costs: Two Ford F-550 cab/chassis units have been located at a cost of $183,350.
- Remount Services: The total remounting service cost for both units is $366,592.00 after $22,000.00 trade in credit.

Cost: $549,942.00

Funding Source: STCI

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: Sales AGR_ RMT Unit 1970
Sales AGR_RMT Unit 1975
Olatha Fleet_cab and chassis Invoice

Recommendation:
Approve and authorize the Fire Department to refurbish and remount two (s) 2019 AEV ambulance bodies from the Fire Department's existing fleet by Professional Ambulance Service DBA SERVS and declare a Ford F550 cab/chassis from unit 1970 and 1975 surplus for the purpose of trade-in

Southern Emergency & Rescue Vehicle Sales
309 FM 3381
Comanche, Texas 76442
Main: (800) 561-6070 John Denson Cell 972.841.2339

Sales Agreement

Price good for 30days from below Date

Customer:	**Broken Arrow FD**	Date:	**7/1/2025**
Contact:	**Tony McGill**	Sales Rep:	**John Denson**
Address:	**1101 N 6th St**		**CELL 972.841.2339**
City/State/ZIP:	**Broken Arrow, OK 75012**		john.d@servsllc.com
Phone/email:	918-853-4990/ tmcgill@brokenarrowok.gov		REV 4

N/U	STOCK #	YEAR	MAKE	MODEL	TYPE/ BOX	VIN	QTY	PRICE	EXTENSION
RMT	TBD	2025-2026	FORD	F550	Type I / AEV RMT 1970	TBD- Customer Supplied Remount of Unit 1970	1	$194,296.00	$194,296.00

ADDITIONAL INFORMATION	EXTRAS/OPTIONS	PRICE	QTY	EXTENSION
Damage:	Customer Spec - all Items shown in SPEC	Incl		
Warranty:	*Customer Supplied Chassis			
Licensing:	** Customer will deliver unit to Remount shop and drive back after			
Tax Status: **Customer Pay or Exempt**	Inspection.			
GPC/FIN: QB691	Buying Fee HGAC_ # AM10-23	Incl		
County:	Trade in of Old Chassis	-$11,000.00	1	
	PLEASE FILL IN TITLE AND LIEN HOLDER INFO. (IF IT APPLIES) BELOW!			
	TOTAL EXTRAS:	**-$11,000.00**		
Other: Customer supplied Stryker cot & fastener; secondary exhaust system + all Customer supplied items installed in Comanche. Priced in Quote.	**TOTAL INCLUDING ALL EXTRAS:**	**$183,296.00**	**1**	**$183,296.00**

TRADE-IN		TAXES & FEES			
Year:	2019	Sales Tax:	Customer pay or Exempt 501-		
Make & Model:	**Ford F550**	State Fees:			
VIN:	**1FDUF5GT7KDA22713**	Title/License Fee:			
		Delivery:			
	TRADE ALLOWANCE: **$11,000.00**		**Delivery- See Above**	**$0.00**	

TOTAL INCL EXTRAS:		**$183,296.00**
Ford GPC Disc	N/A	**$0.00**
TOTAL DELIVERY		**$0.00**
GRAND TOTAL:		**$183,296.00**
DEPOSIT REQUIRED:		**$0.00**
AMOUNT DUE		**$183,296.00**

NOTICE TO BUYER

This contract is subject to additional provisions set forth, which is incorporated here by inference, and which terms include a complete disclaimer of all warranties other than stated by Manufacturer. The purchaser agrees that this order includes all the terms and conditions of this order and that this order cancels and supersedes any prior agreement as of the date hereof comprises the complete exclusive statement of the terms of the agreement; relating to the subject matters covered hereby, and that this order shall NOT BECOME BINDING until accepted by the Dealer principal or his/her authorized representative. Purchaser by his/her execution of this order acknowledges that he/she has read the terms and conditions and has received a copy of the Buyer's Order. Payment is due for all ambulances at delivery or prior to release for delivery from factory. Final price is subject to change. Critical industry circumstances caused by a unique mixture of issues stemming from pandemic relates surges in the ambulance market, increases in customer demand and severe labor and supply shortages have created unprecedented challenges. These issues and pent-up demand of orders has caused ambulance lead times to increase to three (3) and four (4) times the norm. Routine pricing and quoting practices for ambulances has evolved into a *"best estimate"*. For these reasons, SERVS will employ the Force Majeure option for ALL ambulance contracts and orders. If the purchased vehicle(s) sold to purchase by dealer under this order is sold as a used or pre-owned vehicle, the unit is sold "AS IS" and "WITH ALL FAULTS". Dealer makes no guarantee of any nature whatsoever in connection with the purchased of used vehicle(s), expressed or implied, (including no warranty that the odometer represents the actual mileage) or any implied such mileage.

TITLE INFORMATION

Name & address on title should read:
Physical address of vehicle (for 130-U)):
Lien holder name & address (if any):
Date of Sale required by Lien holder:

AUTHORIZED SIGNATURES

Company: _____

Purchase By: _____ _____ _____
Name (Printed) (Title) Signature Date

Dealer: **Southern Emergency Rescue & Vehicle Sales (SERVS)**

JOHN DENSON _____ _____
Territory Manager Signature Dealer Principal Signature Date

THANK YOU FOR YOUR BUSINESS! **WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU !** **The *SERVS* Team**

Southern Emergency & Rescue Vehicle Sales
309 FM 3381
Comanche, Texas 76442
Main: (800) 561-6070 John Denson Cell 972.841.2339

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Address:	**1101 N 6th St**		**CELL 972.841.2339**
City/State/ZIP:	**Broken Arrow, OK 75012**		john.d@servsllc.com
Phone/email:	918-853-4990/ tmcgill@brokenarrowok.gov		REV 4

N/U	STOCK #	YEAR	MAKE	MODEL	TYPE/ BOX	VIN	QTY	PRICE	EXTENSION
RMT	TBD	2025-2026	FORD	F550	Type I / AEV RMT 1975	TBD- Customer Supplied Remount of Unit 1975	1	$194,296.00	$194,296.00

ADDITIONAL INFORMATION	EXTRAS/OPTIONS	PRICE	QTY	EXTENSION
Damage:	**Customer Spec - all Items shown in SPEC**	Incl		
Warranty:	***Customer Supplied Chassis**			
Licensing:	**** Customer will deliver unit to Remount shop and drive back after**			
Tax Status: **Customer Pay or Exempt**	**Inspection.**			
GPC/FIN: QB691	**Buying Fee HGAC - # AM10-23**	Incl		
County:	**Trade in of Old Chassis**	-$11,000.00	1	
	****PLEASE FILL IN TITLE AND LIEN HOLDER INFO. (IF IT APPLIES) BELOW!**			
	TOTAL EXTRAS:	**-$11,000.00**		
Other: Customer supplied Stryker cot & fastener; secondary exhaust system + all Customer supplied items installed in Comanche. Priced in Quote.	**TOTAL INCLUDING ALL EXTRAS:**	**$183,296.00**	**1**	**$183,296.00**

TRADE-IN		TAXES & FEES			
Year:	2019	Sales Tax:	Customer pay or Exempt 501-		
Make & Model:	**Ford F550**	State Fees:			
VIN:	**1FDUF5GT7KDA22713**	Title/License Fee:			
		Delivery:			
	TRADE ALLOWANCE: **$11,000.00**		**Delivery- See Above**	**$0.00**	

TOTAL INCL EXTRAS:		**$183,296.00**
Ford GPC Disc	N/A	**$0.00**
TOTAL DELIVERY		**$0.00**
GRAND TOTAL:		**$183,296.00**
DEPOSIT REQUIRED:		**$0.00**
AMOUNT DUE		**$183,296.00**

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This contract is subject to additional provisions set forth, which is incorporated here by inference, and which terms include a complete disclaimer of all warranties other than stated by Manufacturer. The purchaser agrees that this order includes all the terms and conditions of this order and that this order cancels and supersedes any prior agreement as of the date hereof comprises the complete exclusive statement of the terms of the agreement; relating to the subject matters covered hereby, and that this order shall NOT BECOME BINDING until accepted by the Dealer principal or his/her authorized representative. Purchaser by his/her execution of this order acknowledges that he/she has read the terms and conditions and has received a copy of the Buyer's Order. Payment is due for all ambulances at delivery or prior to release for delivery from factory. Final price is subject to change. Critical industry circumstances caused by a unique mixture of issues stemming from pandemic relates surges in the ambulance market, increases in customer demand and severe labor and supply shortages have created unprecedented challenges. These issues and pent-up demand of orders has caused ambulance lead times to increase to three (3) and four (4) times the norm. Routine pricing and quoting practices for ambulances has evolved into a *"best estimate"*. For these reasons, SERVS will employ the Force Majeure option for ALL ambulance contracts and orders. If the purchased vehicle(s) sold to purchase by dealer under this order is sold as a used or pre-owned vehicle, the unit is sold "AS IS" and "WITH ALL FAULTS". Dealer makes no guarantee of any nature whatsoever in connection with the purchased of used vehicle(s), expressed or implied, (including no warranty that the odometer represents the actual mileage) or any implied such mileage.

TITLE INFORMATION

Name & address on title should read:
Physical address of vehicle (for 130-U)):
Lien holder name & address (if any):
Date of Sale required by Lien holder:

AUTHORIZED SIGNATURES

Company: _____

Purchase By: _____ _____ _____
Name (Printed) (Title) Signature Date

Dealer: **Southern Emergency Rescue & Vehicle Sales (SERVS)**

JOHN DENSON _____ _____
Territory Manager Signature Dealer Principal Signature Date

THANK YOU FOR YOUR BUSINESS! **WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU !** **The *SERVS* Team**

OLATHE FLEET

1845 EAST SANTA FE ST.
OLATHE, KANSAS 66062
PH: 913-312-5397 FAX: 913-312-5376

SOLD TO: CITY OF BROKEN ARROW
ADDRESS: P.O. BOX 610

BROKEN ARROW, OK 74013

PO NO.:

INVOICE NO: 114264
INVOICED DATE:07/03/2025
DUE DATE:07/03/2025
STOCK NO:DS13423

VIN: 1FDUF5HT1SDA01841

YEAR	MAKE	MODEL	BODY TYPE	WHEEL BASE
2025	FORD	F-550 SD	REGULAR CAB/CHASSIS 4x4	

DESCRIPTION		COLOR	
ADMINISTRATOR	BREA KLEITZ	SALES PERSON	BRYAN REEVES

END USER

NAME:
ADDRESS:

Sale Type: 3

FIN: QB691
Member #:
Dealer Code: F53116

MSO INFORMATION

INVOICE TO

TMCGILL@BROKENARROWOK.GOV

OPTIONAL EQUIPMENT AND ACCESSORIES DESCRIPTION	SALE
INVOICE PRICE	$76,225.00
MARK-UP	$0.00
INTEREST (0 DAYS)	$0.00
LIQUID SPRINGS	$13,800.00
DELIVERY	$1,000.00
SOURCEWELL COOP FEE	$1,000.00
GPC	$-350.00
Sales Tax	$0.00
**** TOTAL DUE:	$91,675.00

! Online banking and wire fraud is on the rise! Cyber criminals are hacking email accounts and sending emails with fake wiring instructions prior to closing a transaction. Always independently confirm our wiring instructions either in person or by calling our office using a trusted and verified phone number before wiring any funds.

MAKE ALL CHECKS PAYABLE TO: OLATHE FORD
THANK YOU FOR YOUR BUSINESS

OLATHE FLEET

1845 EAST SANTA FE ST.
OLATHE, KANSAS 66062
PH: 913-312-5397 FAX: 913-312-5376

SOLD TO: CITY OF BROKEN ARROW
ADDRESS: P.O. BOX 610

BROKEN ARROW, OK 74013

PO NO.:

INVOICE NO: 114453
INVOICED DATE:07/03/2025
DUE DATE:07/03/2025
STOCK NO:DS13488

VIN: 1FDUF5HT6SDA01463

YEAR	MAKE	MODEL	BODY TYPE	WHEEL BASE
2025	FORD	F-550 SD	REGULAR CAB/CHASSIS 4x4	

DESCRIPTION		COLOR	
ADMINISTRATOR	BREA KLEITZ	SALES PERSON	BRYAN REEVES

END USER

NAME:
ADDRESS:

Sale Type: 3

FIN: QB691
Member #:
Dealer Code: F53116

MSO INFORMATION

INVOICE TO

TMCGILL@BROKENARROWOK.GOV

OPTIONAL EQUIPMENT AND ACCESSORIES DESCRIPTION	SALE
INVOICE PRICE	$76,225.00
MARK-UP	$0.00
INTEREST (0 DAYS)	$0.00
LIQUID SPRINGS	$13,800.00
DELIVERY	$1,000.00
SOURCEWELL COOP FEE	$1,000.00
GPC	$-350.00
Sales Tax	$0.00
**** TOTAL DUE:	$91,675.00

! Online banking and wire fraud is on the rise! Cyber criminals are hacking email accounts and sending emails with fake wiring instructions prior to closing a transaction. Always independently confirm our wiring instructions either in person or by calling our office using a trusted and verified phone number before wiring any funds.

MAKE ALL CHECKS PAYABLE TO: OLATHE FORD
THANK YOU FOR YOUR BUSINESS

City of Broken Arrow

Request for Action

File #: 25-806, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2025

Title:
Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed

Background:
The Purchasing Division prepared bid #25.155 for concrete and it was sent to five (5) vendors, bids were opened on May 22, 2025. The City of Broken Arrow received three (3) bids from Next Level Redi Mix, Twin Cities Ready Mix, Inc, and Greenhill Concrete.

Bid #25.155 was advertised on the Tulsa World and posted on the city website. The funding source will be various funds as this bid is for multiple departments and will be charges accordingly.

Staff recommends awarding the primary concrete supply agreement to Nextlevel Redi-Mix, with Twin Cities Ready Mix Inc. and Greenhill Concrete designated as backup suppliers, to be utilized as needed.

Cost: $0

Funding Source: Various Funds

Requested By: Ryan Baze, Maintenance Services Director

Approved By: City Manager's Office

Attachments: 25.155 - CONCRETE TAB, BID 25.155 CONCRETE-VENDOR LISTING, bid #25.155 -CONCRETE-NOTICE TO BIDDERS, Bid #25.255-CONCRETE

Recommendation:
Award the most advantageous bid to Nextlevel Redi Mix as primary and award Twin Cities Ready Mix, Inc and Greenhill Concrete as backup bidders for Concrete as needed

BROKEN ARROW
WHERE OPPORTUNITY LIVES

BID #25.155 CONCRETE						
1)	**Description:** This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to					
				BIDDER #1	**BIDDER #2**	**BIDDER #3**
				Nexlevel Redi Mix	**Twin Cities Ready Mix**	**Greenhill Concrete**
2)	**Rates & Charges**	**UOM**	**Qty**	**Unit Price**	**Unit Price**	**Unit Price**
	2500 PSI CONCRETE	Cu Yd	1	$135.00	$140.00	$151.00
	3000 PSI CONCRETE	Cu Yd	1	$139.00	$144.00	$155.00
	3500 PSI CONCRETE	Cu Yd	1	$143.00	$148.00	$159.00
	40000 PSI CONCRETE	Cu Yd	1	$147.00	$152.00	$163.00
	4" EXPANSION JOINT	F.T.	1	$2.00	$12.00	$2.50
	6" EXPANSION JOINT	F.T.	1	$3.00	$11.50	$3.50
	1% CALCIUM	Cu Yd	1	$5.00	$3.26	$4.50
	2% CALCIUM	Cu Yd	1	$10.00	$6.52	$9.00
	HOT WATER	Cu Yd	1	$5.00	$5.00	$5.00
	HIGH EARLY	Cu Yd	1	$10.00	$12.00	$12.00
	SYNTHETIC FIBER MESH	Cu Yd	1	$8.00	$6.25	$6.00
	DELIVERY CHARGE	Cu Yd	1	$0.00	$60.00	$150.00
3	**Notary Public Expires**			4/13/2029	2/21/2026	11/1/2028
	TOTAL			**$607.00**	**$700.53**	**$820.50**

BID #25.155 CONCRETE

This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze

Ryan Baze, General Services Director

Bid No 25.155 – CONCRETE
QuestCDN NO.9662601
(5) Vendor Bidders

---

1. Greenhill Concrete
   Email: sales@greenhillconcrete.com

2. Twin Cities Ready Mix
   Email: info@tulsahba.com

3. APAC Company
   Email: Pratt, Court (APAC) cpratt@apac.com

4. Greenhill Materials
   Email: sales@greenhillmaterials.com

5. Complete Concrete of Oklahoma
   Email: completeconcreteok@gmail.com

NOTICE AND INVITATION TO BIDDERS
QuestCDN Project Number: 9668331
BID NO. 25.154 - CONCRETE

Notice is hereby given that the City of Broken Arrow, Oklahoma is accepting Bids on the following:

Review all bids on our website: **https://www.brokenarrowok.gov/business/bids-contracts**

If interested in bidding click **Broken Arrow, City of - Projects** QuestCDN Project Number: 9668331

A Bidder may view the project documents at no cost prior to becoming a Planholder. Input the **QuestCDN Project Number: 9668331** on the website's projects search page to download the digital project documents for free. Contact QuestCDN Customer Support at 952-233- 1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Project bid documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will not be charged a fee to submit a bid electronically.

FOR THIS PROJECT, BIDS WILL ONLY BE RECEIVED AND ACCEPTED VIA THE ONLINE ELECTRONIC BID SERVICE THROUGH QUESTCDN.COM. All required affidavits and Proposal Guarantees MUST be submitted through QuestCDN.com with bid documents. Only bids submitted as required above by 10:30 a.m. on the date of the bid opening will be considered.

BIDS WILL BE OPENED publicly at 11:00 a.m. on May 22, 2025, at or by "control clicking" on the following link: **http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings**

The bid opening will be live-streamed and recorded.

The acceptance and award of this Bid will be considered by the Broken Arrow City Council. The City of Broken Arrow reserves the right to reject any or all Bids. Project will be awarded to the responsible Bidder with the lowest base bid or lowest combined base and additive alternate bids, if any, which is most advantageous to City of Broken Arrow. Applicable additive alternates, if any, will be determined at the City of Broken Arrow's discretion. The lowest responsible Bidder will be notified within ten (10) working days of the Bid opening as to when this Public Construction Contract will be placed on the Broken Arrow City Council Agenda for consideration.

TulsaWorld Published:

May 1, 2025
May 8, 2025

CITY OF BROKEN ARROW

April 28, 2025

Bid Number: 25.155
QuestCDN Project Number: 9668331

CONCRETE

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

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

- If you or your firm are interested in participating in this solicitation, please submit your bid electronically through QuestCDN. Paper bids will not be accepted.
- Complete digital project documents are available at: 🔗 QuestCDN Project Page or by visiting www.QuestCDN.com and entering the **QuestCDN Project Number: 9668331in the project search.**
- Bid Deadline: All bids must be submitted via QuestCDN no later than **Thursday, 10:30 a.m. CST on May 22, 2025**
- Late submissions will not be accepted. Bid Opening: Bids will be publicly opened at 11:00 a.m. CST on the same day. The opening will be live-streamed and recorded at:
- 🔗 Virtual Bid Opening – City of Broken Arrow For technical assistance, contact QuestCDN at 952-233-1632 or info@questcdn.com.

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

Questions or additional information requests should be directed to the City of Broken Arrow

City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **CONCRETE** for the **City of Broken Arrow** according to the terms and conditions set forth in this **Bid Number: 25.155 with QuestCDN Project Number: 9668331.**

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

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

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

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

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid must be submitted electronically through QuestCDN. No other form of communication (including email or phone) will be accepted for bid-related questions. To submit a question, log in to your QuestCDN account, locate the project using **QuestCDN Project Number: 9668331**, and use the Q&A feature associated with the project listing.

   All questions must be submitted by 10:30 a.m. CST on **May 21, 2025** and must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

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

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

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

6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

    1. All concrete mixes and additives must meet or exceed ASTM standards for Oklahoma. The supplier shall provide mix designs and technical data sheets upon request.

    2. The supplier shall ensure prompt delivery of materials as scheduled by the City. Deliveries must be made to various job sites within the city limits, with reasonable flexibility for short-notice orders when necessary.

    3. The supplier shall be responsible for providing concrete that consistently meets the specified PSI ratings and additive requirements (e.g., calcium percentages, hot water mix, high early strength). Batches that do not meet performance standards may be rejected and replaced at no cost to the City.

    4. The supplier shall maintain clear and regular communication with the designated City representative to coordinate order schedules, changes, or urgent needs. A primary point of contact must be identified.

    5. All delivery personnel must adhere to OSHA safety standards and follow all traffic and site-specific safety protocols while on City property or job sites.

    6. No substitutions or alterations of approved materials may be made without prior written approval from the City.

    7. Invoices must accurately reflect delivered quantities and be accompanied by delivery tickets signed by City personnel. Additional charges (if any) must be clearly itemized and pre-approved.

    8. The supplier shall respond to inquiries, issues, or order confirmations within one (1) business day. In the event of any delivery delays, the supplier must notify the City immediately with an updated timeline.

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

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

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

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

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

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

12. EXCEPTIONS:

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

13. PROPOSAL SUBMISSION REQUIREMENTS:

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

Bid Submission Instructions:

- Bids will be opened online through QuestCDN at the scheduled bid opening time. No physical envelope submission is required.
- On the online bid submission platform, ensure the following are included:
- Virtual Bid Invitation to **Bid Number: 25.155**
- QuestCDN Project Number: 9668331
- Bid Title: **CONCRETE**
- Bid Opening Date: **May 22, 2025**
- Exhibits 1, 2, and 3 (Must Read)
- Attachments B, D, & E (completed and signed as required)
- Attachments B, D, & E must include a valid notary stamp and signature.
- The bid opening will be held virtually and can be accessed via the following link:
- **Virtual Bid Openings 🔗 Virtual Bid Opening – City of Broken Arrow**
- **https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings**

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

14. PROPOSAL AWARD:

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

15. RESERVATION OF RIGHTS:

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

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

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

17. PROMPT PAYMENT DISCOUNTS

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

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

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

18.2. EXPLANATION TO BIDDERS

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

18.3. TYPE OF CONTRACT

This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to designated locations.

18.4. PREPARATION OF BIDS

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

18.5. AMENDMENTS TO INVITATION TO BID

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

18.6. ORAL AGREEMENTS

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

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.

- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

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

18.9. EVALUATION AND AWARD

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

18.10. NOTICE OF AWARD

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

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

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

18.13. ORDERING

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

18.14. STATE AND FEDERAL TAXES

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

18.15. CONTRACTOR INVOICES

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

18.16. PROMPT PAYMENT DISCOUNTS

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

18.17. GRATUITIES

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

18.18. BID CONFORMITY

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

18.19. WARRANTY

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

18.20. CONFLICT OF INTEREST

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

18.21. PATENTS AND ROYALTIES

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

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and

- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

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

EXHIBIT 1

CITY HOLIDAYS

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

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

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

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

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

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

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

EMPLOYERS INSURANCE:

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

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

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

1. Registration and Login:

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

2. Finding and Downloading Project Documents:

- Enter the QuestCDN project **Bid Number: 25.155** number in the search box and click “Search”.
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

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

4. Using VirtuBid:

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

5. Submitting Your Bid:

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

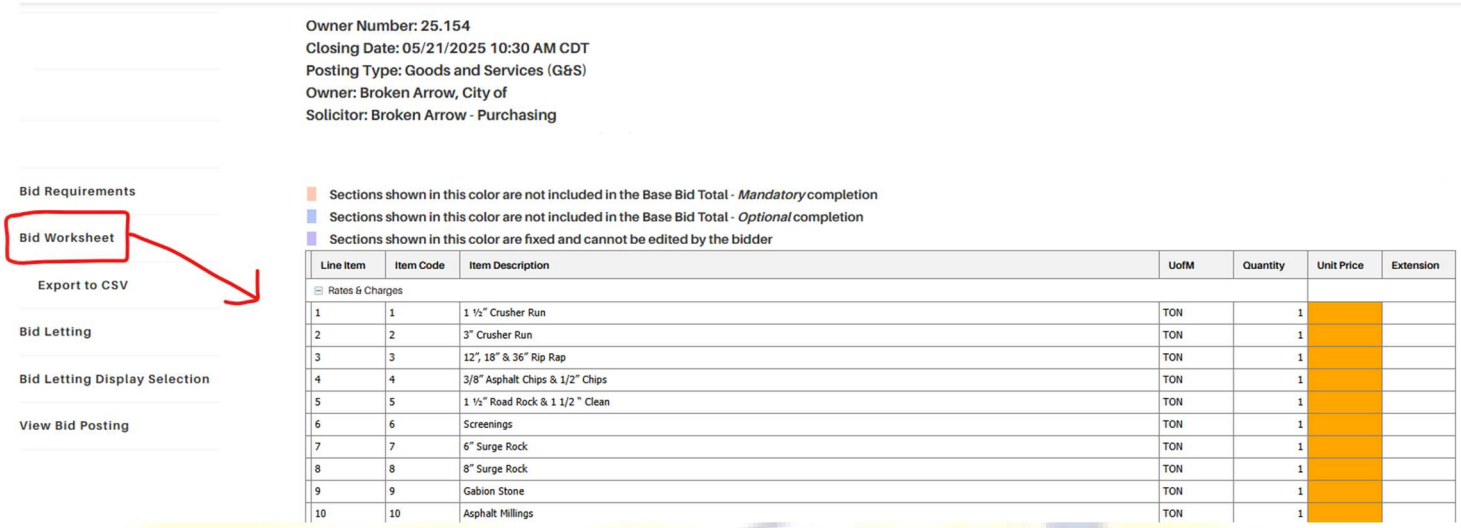
6. Understanding Error Messages:

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

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

ATTACHMENT A
Bid Title: CONCRETE

PRICING SUMMARY
Pricing is entered online into Bid Worksheet the **QuestCDN Project Number: 9668331**



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

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

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

Notary Signatures will be digital using:

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

Notary Signatures with expired commission dates will not be accepted.

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

City of Broken Arrow

Request for Action

File #: 25-1022, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Background:
The Streets Department has budgeted for the purchase of one (1) 2025 International MV Chassis with 2,000 Gallon Water Tank. Funds for these purchases are available in the Sale Tax Capital Improvement (STCI) fund in the amount of $137,740.00 (Project No. 2653110, Account No. 3305300-570020).

The truck chassis and water tank will be purchased under the BuyBoard Contract numbers 685-22. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until November 30, 2025.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the International MV Chassis with 2,000 Water Tank is reflected in the attached quote. The Streets Department has identified the International MV Chassis with 2,000 Gallon Water Tank from Kirby-Smith Machinery, Inc of Tulsa, as a responsible quote and, therefore, recommends its purchase from the BuyBoard Contract.

Cost: $ 137,740.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: BuyBoard Contract 685-22.
Quote for one (1) 2025 International MV Chassis with 2,000 Gallon Water Tank.

Recommendation:
Award the most advantageous quote to Kirby-Smith Machinery, Inc of Tulsa for the purchase of one (1) 2025 International MV Chassis with 2,000 Water Tank pursuant to the BuyBoard contract.

6/6/2025
Quote #: isherbundy-0180

CITY OF BROKEN ARROW, OKLAHOMA
Box 610
Broken Arrow, OK 740130610

Dear Jeff Johnson:

We are pleased to quote the following for your consideration:
LEDWELL 2000WT 2025 model, Unit # WT25075, S/N 1124-0011542.

The following Factory and Dealer Options are included in the package:

- **LEDWELL 2000WT 2025, 2,000 GALLON**
- **INTERNATIONAL MV CHASSIS**
- **CUMMINS B6.7L ENGINE**
- **LEDWELL 2000 GALLON TANK**
- **DOT INSPECTION**

Total Price: $137,740.00

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes
PRICING IS SUBJECT TO POTENTIAL TARIFF-RELATED SURCHARGES, WHICH MAY NOT BE REFLECTED IN THE TOTAL ABOVE

To be purchased through BuyBoard. Contract #685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Isaac Sherbundy
Governmental Sales Representative
Kirby-Smith Machinery, Inc.
Phone: 918-438-1700
Cell: 918-443-0259
Email: isherbundy@kirby-smith.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 22, 2024

Sent via email to: criddle@kirby-smith.com

Chuck Riddle
Kirby-Smith Machinery Inc
12321 E. Pine Street
Tulsa, OK 74116

Re: Construction, Road and Bridge, and Other Related Equipment
BuyBoard Contract 685-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road and Bridge, and Other Related Equipment, Contract 685-22, for which the current term is set to expire November 30, 2024. At this time, the BuyBoard is renewing your contract through November 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

City of Broken Arrow

Request for Action

File #: 25-1023, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Award the most advantageous quote to Kirby Smith Machinery, Inc of Tulsa for the purchase of one (1) Used 2024 Wirtgen WR200XLI Cold Recycle Soil Stabilizer for the Streets Department

Background:
The Streets Department has budgeted for the purchase of one (1) 2024 Wirtgen WR200XLI Cold Recycler Soil Stabilizer. Funds for these purchases are available in the Sale Tax Capital Improvement (STCI) fund in the amount of $489,000 (Project No. 2653210, Account No. 3305300-570020).

The Used 2024 Wirtgen WR200XLI Cold Recycler Soil Stabilizer will be purchased under the BuyBoard Contract number 685 -22. All State Departments, Boards, Commissions, Agencies, and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until November 30, 2026.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment, or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the Used 2024 Wirtgen WR200XLI Cold Recycler Soil Stabilizer is reflected in the attached quote. The Streets Department has identified the Used 2024 Wirtgen WR200XLI Cold Recycler Soil Stabilizer by Kirby-Smith Machinery, Inc of Tulsa, as a responsible quote and therefore recommends its purchase from the BuyBoard Contract.

Cost: $ 489,000.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: BuyBoard Contract 685-22.
Quote for one used (1) Wirtgen WR200XLI Cold Recycler Soil Stabilizer

Recommendation:
Award the most advantageous quote to Kirby-Smith Machinery, Inc of Tulsa for the purchase of one (1) 2024 Wirtgen WR200XLI Cold Recycler Soil Stabilizer pursuant to the BuyBoard contract.

7/8/2025

Quote #: isherbundy-0075-A

CITY OF BROKEN ARROW, OKLAHOMA
Box 610
Broken Arrow, OK 740130610

Dear Jeff Johnson:

We are pleased to quote the following for your consideration:
USED - WIRTGEN WR200XLI 2024 model w/ 416 hours as of 6/10/25, Unit # WR23011, S/N 09WR.0367
The following Factory and Dealer Options are included in the package:

- **WIRTGEN WR200XLI 2024, WIRTGEN WR200XLI COLD RECYCLER**
- **Cold recycling machine WR 200 Xli**
- **Country of operation United States**
- **DURAFORCE milling and mixing rotor FB2400 7ft10in**
- **HT22 LA20 D20, with 170 picks**
- **Single ESL (FB2400): spraying system with VARIO**
- **spray bar for water or bitumen emulsion**
- **(max. 211 gal/min / 800 l/min)**
- **Standard painting in RAL 9001 (cream)**
- **Technical documentation - North America**
- **WITOS (MF3, 4G) professional telematics solution**
- **Halogen lighting package, 24 V, including rotating**
- **Air conditioner**
- **Radio system with two speakers and antenna**
- **Cross-slope sensor**
- **Powerful high-pressure water cleaner, 150 bar**
- **Pneumatic hammer with pick extractor/inserter**
- **Additional monitor system including 3 cameras and**
- **Spare part and application documentation English**

Total Price: $489,000.00

CURRENTLY ON RENT – WILL NEED TIME TO SWAP OUT & INSPECT
Unit will continue to accrue hours during rental, so hours will be different when swapped out

PURCHASE THROUGH BUYBOARD - #685-22

PRICING IS SUBJECT TO POTENTIAL TARIFF-RELATED SURCHARGES, WHICH MAY NOT BE REFLECTED IN THE TOTAL ABOVE

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,
Isaac Sherbundy
Governmental Sales Representative
Kirby-Smith Machinery, Inc.
Phone: 918-438-1700
Cell: 918-443-0259
Email: isherbundy@kirby-smith.com

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 22, 2024

Sent via email to: criddle@kirby-smith.com

Chuck Riddle
Kirby-Smith Machinery Inc
12321 E. Pine Street
Tulsa, OK 74116

Re: Construction, Road and Bridge, and Other Related Equipment
BuyBoard Contract 685-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Construction, Road and Bridge, and Other Related Equipment, Contract 685-22, for which the current term is set to expire November 30, 2024. At this time, the BuyBoard is renewing your contract through November 30, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

City of Broken Arrow

Request for Action

File #: 25-1017, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Background:
The Streets Department has budgeted for the purchase of one (1) 2026 Western Star 49-X Series Chassis with Dump Body Truck equipped with snowplow and spreader. Funds for these purchases are available in the Sale Tax Capital Improvement (STCI) fund in the amount of $330,455.00 (Project No. 2653120, Account No. 3305300-570020).

The dump truck, spreader, and snowplow will be purchased under the Oklahoma statewide Contract numbers SW035T, SW0106GT, and SW0500. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until February 6, 2026.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the Western Star Dump Truck is reflected in the attached quote. The Streets Department has identified the Western Star 49-X Series Chassis with Dump Body Truck equipped with snowplow and spreader from Premier Truck Group of Tulsa as a responsible quote and, therefore, recommends its purchase from the State of Oklahoma Contract.

Cost: $ 330,455.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: State Contract SW035T, SW0106GT, and SW0500
Quote for one (1) 2026 Western Star 49X Series dump trucks.

Recommendation:
Award the most advantageous quote to Premier Truck Group of Tulsa for the purchase of one (1) 2026 Western Star 49-X Series Chassis with Dump Body Truck equipped with snowplow and spreader pursuant to the Oklahoma statewide vehicle contract.

Purchase Agreement and Acknowledgement

PREMIER TRUCK GROUP OF TULSA
5104 WEST 60TH STREET
TULSA OK 74107-8816

Department: NEW
Contract Date: 07/08/2025
Deal Packet: DE-65424
Branch: 125
Salesperson: Mike Sartin

Bill To: 15644
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW OK 74012-3623
P:(918) 259-8367

Ship To:
CITY OF BROKEN ARROW
1700 W DETROIT ST
BROKEN ARROW, OK 74012-3623

Stock#:FY2026	VIN:FY2026PLOW	New 2026 WESTERN STAR 49X	Price: $161,785.00
		STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 47X/49X	$3,000.00
		INSTALL MARK E BODY WITH CENTRAL HYD SYSTEM PER ATTACHED GTE QUOTE	$70,414.00
		INSTALL HENDERSON RSP19-11 REVERSIBLE PLOW PER ATTACHED GET QUOTE	$29,912.00
		INSTALL WSH-201-SS-OKDOT SPREADER W-PRE-WET SYSTEM PER ATTACHED GTE QUOTE	$57,394.00
		WBB-237 5YR/200K EXTENDED TC4 CHASSIS COVERAGE	$3,825.00
		WAI-5TY X12: HD1 5 YR/200K CUMMINS EXTENDED HD1 ENGINE WARRANTY	$1,690.00
		WAX-160 5YR/200K AT3 CUMMINS EXTENDED AFTERTREATMENT WARRANTY	$1,110.00
		WAG-078 5YR EXTENDED TOWING/FIELD SERVICE $750cap/OCCURRENCE	$920.00
			Per Unit: **$330,050.00**

Total Price	**$330,050.00**
Temp Tag	$5.00
Documentary Fee	$400.00
Total	**$330,455.00**
Net Total	**$330,455.00**

CHASSIS PRICED PER SW035T
BODY PRICED PER SW0106GT
SNOW AND ICE PRICED PER SW0500

Prices subject to change and may include surcharges/fees relating to raw material prices, tariffs, or government mandated requirements (see attached Terms and Conditions). License & Registration costs are not included. Initials:

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO PURCHASERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES.
THIS NOTICE IS REQUIRED BY LAW.

The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a Purchaser by the government, and is not required to be charged by the Dealer to the Purchaser.

THE UNDERSIGNED PURCHASER HEREBY OFFERS TO PURCHASE FROM YOU, THE DEALER, FOR THE STATED PRICE THE NEW VEHICLE(S) DESCRIBED HEREIN, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE AGREEMENT AND ACKNOWLEDGEMENT.

IMPORTANT: Read additional Terms and Conditions attached to this agreement.

EXECUTED BY THE PARTIES IN DUPLICATE, ONE COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER WHO ACKNOWLEDGES AND ACCEPTS, SUBJECT TO LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY AS SHOWN ON THE NEW VEHICLE OWNER'S WARRANTY REGISTRATION FORM.

Your business is always appreciated!

PURCHASER'S SIGNATURE TITLE DATE

ACCEPTED BY

CO-SIGNER'S SIGNATURE TITLE DATE

AUTHORIZED SIGNATURE

VENUE: It is agreed that this agreement is entered into in the State of Texas and is governed by the laws of the State of Texas.

Purchase Agreement Terms and Conditions

1. TRADE(S). Purchaser shall deliver trade(s) in the same condition as at time of inspection and appraisal by Dealer, other than reasonable wear and tear, except as disclosed in this Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade(s) be that type and condition described in this Agreement, including attachments hereto.

2. PRICING. If after the date of this Agreement, the manufacturer of a vehicle set forth above ("Vehicle") imposes any increase in the price of any Vehicle or imposes any surcharges, incremental fees or other increases to the factory invoices (whether relating to commodities, government mandated requirements, raw materials, tariffs, or otherwise), Dealer may make corresponding changes to the Pricing set forth above for the affected Vehicle and Purchaser shall be responsible for paying any applicable surcharges, fees or other increases. As a result, Purchaser acknowledges that the total prices for vehicles not in stock are estimated.

3. TERMS OF PAYMENT. Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Dealer is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Dealer, justify continuance of the work to be performed by Dealer hereunder on the terms of payment as agreed upon, Dealer may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Dealer deems adequate, including payment in advance, or Dealer may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Dealer shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

4. CANCELLATION. Purchaser may cancel this order only if Dealer is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Dealer reasonable and proper cancellation charges and expenses.

5. TRANSFER LIMITATION. Purchaser represents and warrants that it is the intended end user of the Vehicle(s). Purchase further represents and warrants that the Vehicle(s), for a period of 12 months from the date of deliver of the Vehicle(s), will not be resold, re-leased, or otherwise transferred to another owner in any manner without the prior written consent of Dealer.

6. SALES AND OTHER TAXES. Unless otherwise specified herein, Dealer's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the Vehicle(s) purchased hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide Dealer with a tax exemption certificate acceptable to the taxing authorities.

7. DELIVERY. All Vehicle(s) furnished hereunder shall be delivered to Purchaser at the Dealer's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Dealer shall not be liable for delays in delivery or manufacturing, or other causes beyond Dealer's control.

8. TECHNICAL CHANGES. Purchaser acknowledges that the manufacturer and Dealer reserve the right to change the specifications of the Vehicle(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Dealer reserve the right to make design changes and substitutions of materials subsequent to the receipt of the order which, in manufacturer's or Dealer's opinion, are necessary to improve the Vehicle. Purchaser agrees to accept any such changes as fulfillment of Dealer's obligations under this order.

9. REQUIRED EQUIPMENT. This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.

10. TITLE AND REMEDIES. Until full payment by Purchaser of all amounts due hereunder, Dealer reserves the title to all Vehivle(s) furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Dealer voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the Vehicle(s) delivered hereunder, Dealer may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Dealer may repossess said Vehicle by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Dealer such financing statements and other documents as Dealer may deem appropriate to evidence, perfect, and protect the priority of its security interest in the Vehicle(s) subject to this order.

11. GENERAL

- Any assignment by Purchaser of this order or any rights hereunder, without written consent of Dealer, shall be void.
- Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Dealer.
- No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Dealer.
- To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.
- This Agreement (including by reference the provisions set out in manufacturers standard warranty or warranties) shall constitute the entire Agreement between Purchaser and Dealer, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Dealer.
- In the event that any provision of this Agreement is judicially deemed unenforceable under applicable law, the validity or enforceability of the remaining provisions will be interpreted, where possible, to sustain its legality and enforceability.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon Dealer delivering or causing a Vehicle to be delivered to Purchaser, Purchaser assumes the entire risk of loss of, or damage to, such Vehicle from any and every cause whatsoever. Purchaser agrees to indemnify, defend, and hold harmless Dealer from and against any and all claims, actions, issues, costs (including resonable attorney's fees) and liabilities (including without limitation Dealer's negligence) arising out of : (a) Purchaser's or others' use of the Vehicle(s) after Purchasr takes possession thereof, or (b) any injuries suffered by Purchaser's employees or drivers related to the Vehicle(s).

The Purchaser Agrees to the Terms and Conditions and Warranty Acknowledgement Listed Above: Initials: _____

CONTRACT

State of Oklahoma

Dispatch via Print

Contract ID			Page
00000000000000000000006064			1 of 1
Contract Dates	**Currency**	**Rate Type**	**Rate Date**
02/07/2021 to 02/06/2026	USD	CRRNT	PO Date
Description:		**Contract Maximum**	
SW0035T Heavy Duty Trucks		0.00	

Allow Open Item Reference

TYPE: STATEWIDE

Supplier 0000409598
PENSKE COMMERCIAL VEHICLES US LLC
PO BOX 203796
DALLAS TX 75320-3796
USA

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Minimum Order Amt	Maximum / Open Qty	Maximum / Open Amt
1	25101611 / Heavy Duty Trucks See vendor pricing documents for more information.	EA	1.00	0.00	0.00	0.00

Contract Base Pricing	1.00000	EA		0001

COMMENTS:

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Vendor Contact
Jane Kirton
405-945-3577
jkirton@remiertruck.com
SW0035T Heavy Duty Trucks

Agreement Period: 02/07/2021 - 02/06/2026

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

City of Broken Arrow

Request for Action

File #: 25-911, **Version:** 1

Broken Arrow City Council
Meeting of: 07-15-25

Title:

Approval of and authorization to Amend Eaton Electronic Concepts purchase order previously approved by council on 12-03-24 for installation of police equipment in eight new patrol Ford Explorers, seven patrol Chevy Tahoes, two CID Chevy Traverses, one PRU Chevy Traverse, one SIU Ford F150, and one K9 Ford F150

Background:

The Police Department has completed its FY25 purchase of new vehicles to replace aging vehicles within its fleet. Those new vehicles need to be upfitted with police equipment. For the last few years, Joseph Eaton of Eaton Electronic Concepts has upfitted the Police Department's vehicles. Eaton Electronic Concepts is local. Also, he has the knowledge and software to install/program Whelen equipment. Whelen is the American company that manufactures the equipment we install on our police cars. Other police equipment companies manufacture their products in China, which we want to avoid. Council approved Eaton's quote to upfit all the new vehicles on 12-03-24.

The Police Department received its vehicle in March 2025 at which time Eaton Electronics Concepts began upfitting them. The quality of workmanship is excellent; however, the timeline is not acceptable. Eaton is currently finishing the fourth patrol vehicle in approximately three months. Although the last two have taken approximately three weeks to upfit, this pace would put the total project at more than a year to complete. We have spoken with Mr. Eaton and determined the most advantageous path forward would be to pull the eight (8) Patrol Ford Explorers, and three (3) Traverses from his purchase order.

If this plan is approved fleet maintenance has agreed to upfit the Traverses as they are a very simple build in comparison to a patrol vehicle. We will seek (3) three quotes for the upfit of the Explorers as required by the purchasing manual, however that total amount will not reach the threshold for council approval. We believe the scope of work to be changed is approximately $31,950.00 which is a reduction of $37,450.00 from the original $69,400.00

Cost: $31,950.00

Funding Source: Public Safety Sales Tax and STCI

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve and Authorize amendment of the Amend Eaton Electronic Concepts purchase order previously approved by council on 12-03-24 for installation of police equipment in eight new patrol Ford Explorers, seven patrol Chevy Tahoes, two CID Chevy Traverses, one PRU Chevy Traverse, one SIU Ford F150, and one K9 Ford F150

City of Broken Arrow

Request for Action

File #: 25-1015, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to purchase 40 Dell Pro Rugged, RB14250 XCTO laptops and applicable spacers from Dell pursuant to the NASPO ValuePoint Cooperative Purchasing Organization

Background:
The Police Department has planned the purchase of (40) Dell Pro Rugged, RB14250 XCTO laptop computers with applicable spacers to replace current Dell laptop computers, some of which have been in service for numerous years. The Information Services Department has implemented a plan for the Police Department to replace these Dell laptops every four years, which is the average life span for these laptops before problems begin to arise. The use of Dell laptops has proven through time to be the best solution for the Police Department's mobile data needs. These laptops will be purchased from Dell under the Oklahoma Statewide Contract for computer equipment, peripherals and related services, State Contract SW1020D. The price of the (40) laptops/spacers is $103,914.40 and funds for this purchase are available in the Police Department's operational budget.

Cost: $109,914.40

Funding Source: Fund 344 Public Safety Sales Tax

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Dell Laptop Quote #3000191760659.1

Recommendation:
Approve and authorize the purchase of 40 Dell Pro Rugged, RB14250 XCTO laptops and applicable spacers from Dell pursuant to the NASPO ValuePoint Cooperative Purchasing Organization

Bennett, Scott

From: Camara, Daniel <Daniel.Camara1@dell.com>
Sent: Friday, June 27, 2025 10:24 AM
To: Ruiz, David
Cc: Armstrong, Richard
Subject: Your Dell Quote 3000191760659.1 | Broken_Arrow_PD_Ruggeds_Qty40_Adapters

DELL Technologies

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jul. 27, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Broken_Arrow_PD_Ruggeds_Qty40_Adapters	Sales Rep	Daniel Camara
Quote No.	3000191760659.1	Phone	1(800) 456-3355
Total	$103,914.40	Email	Daniel.Camara1@dell.com
Customer #	657299	**Billing To**	ACCOUNTS PAYABLE CITY OF BROKEN ARROW P O BOX 610 BROKEN ARROW, OK 74013-0610
Quoted On	Jun. 27, 2025		
Expires by	Jul. 27, 2025		
Contract Name	State of Oklahoma Office of Management and Enterprise Services (OMES)		
Contract Code	C000001067537		
Customer Agreement #	SW1020D		
Deal ID	19531601		

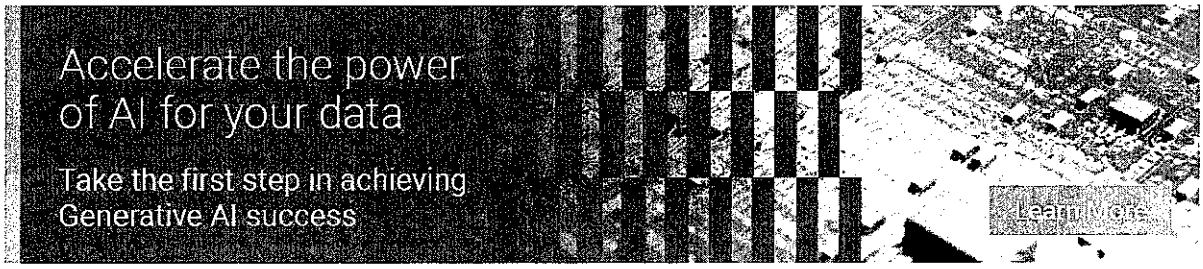
Message from your Sales Rep
Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Daniel Camara

Product	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	**$2,513.37**	**40**	**$100,534.80**
Havis Pocket Adapter Kit for use with Havis DS-DELL-4X0 Series Docking Stations; DS-DS-113	**$84.49**	**40**	**$3,379.60**

Subtotal:	**$103,914.40**
Shipping:	**$0.00**
Non-Taxable Amount:	**$103,914.40**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$103,914.40**

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.



	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	**$2,513.37**	**40**	**$100,534.80**

Estimated delivery if purchased today:
Jul. 24, 2025
Contract # C000001067537
Customer Agreement # SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	210-BNNG	-	40	-
Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W)	379-BFTJ	-	40	-
Windows 11 Pro	619-BBQD	-	40	-
Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics	338-CQVH	-	40	-
32GB: 2 X 16 GB, DDR5,5600, Non-ECC, SoDIMM	370-BCGD	-	40	-
512GB PCIe NVMe 2230 SSD	400-BSFN	-	40	-
14" Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 1100nit, Low Blue Light, RGB camera, Passive Pen	391-BJNS	-	40	-
HD RGB Camera + Microphone, Touch display, WLAN/WWAN/GPS antenna	319-BBLB	-	40	-

5G Qualcomm(R) Snapdragon(TM) X62 Global 5G (DW5932e), eSIM capable, AT&T	556-BFRR	-	40	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	555-BLHY	-	40	-
Wireless Intel AX211 WLAN Driver	555-BLJD	-	40	-
vPRO Enterprise CPU label, Gen 14th	389-FJFC	-	40	-
English US Rugged RGB Single Point backlit Copilot key keyboard	583-BMJG	-	40	-
No Fingerprint reader, no Smartcard reader	346-BLBK	-	40	-
65W AC adapter, USB Type-C	492-BDTG	-	40	-
E4 C5 black Power Cord 1M, US	470-BCRH	-	40	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	389-FJFG	-	40	-
Additional 3 Cell 53.5 Whr ExpressCharge Capable Battery	389-FJFH	-	40	-
Service and Support Guide MUI for DAO (English, French, Multi)	340-DSGW	-	40	-
Quick setup guide, WW	340-DRXV	-	40	-
No Resource USB Media	430-XYPF	-	40	-
vPro Enterprise Manageability	631-BBYV	-	40	-
ENERGY STAR Qualified	387-BBLW	-	40	-
EPEAT 2018 Registered (Gold)	379-BFWZ	-	40	-
Dedicated u-blox NEO-M9N GPS Card	540-BFLV	-	40	-
Mix Shipment, Dell Pro Rugged 14 RB14250	340-DSCG	-	40	-
Standard Shipment, VS	800-BBZV	-	40	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	40	-
No additional TBT-4/Type-C port	325-BFXT	-	40	-
No additional rear port	590-TFPS	-	40	-
Intel Responsiveness Technologies Driver	409-BCYL	-	40	-
Rigid Handle	750-BBMM	-	40	-
No Additional Software	658-BFOH	-	40	-
Custom Configuration	817-BBBB	-	40	-
Docking POGO connector with Antenna Passthru, WLAN+WWAN+GPS antenna	452-BDZH	-	40	-
Intel(R) Connectivity Performance Suite	640-BBTF	-	40	-
ProSupport Plus: Next Business Day Onsite, 3 Years	713-0299	-	40	-

Dell Limited Hardware Warranty Initial Year	713-0305	-	40	-
ProSupport Plus: Accidental Damage Service, 3 Years	713-0317	-	40	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	713-0318	-	40	-
ProSupport Plus: 7X24 Technical Support, 3 Years	713-0339	-	40	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	40	-
2 Years Extended Battery Service for Years 2 and 3 of System Life	713-0394	-	40	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	40	-
Dell Additional Software	634-CVYV	-	40	-

	Unit Price	Quantity	Subtotal
Havis Pocket Adapter Kit for use with Havis DS-DELL-4X0 Series Docking Stations; DS-DS-113	**$84.49**	**40**	**$3,379.60**

Estimated delivery if purchased today:
Jul. 07, 2025
Contract # C000001067537
Customer Agreement # SW1020D

Description	SKU	Unit Price	Quantity	Subtotal
Havis Pocket Adapter Kit for use with Havis DS-DELL-4X0 Series Docking Stations; DS-DS-113	AB904613	-	40	-

Subtotal:	**$103,914.40**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$103,914.40**

CONNECT WITH DELL:

BROWSE MORE OPTIONS

IT Transformation	Laptops	Desktops
Servers & Storage	2-in-1's	Electronics & Accessories
Financing Options	Dell Services	Dell Support
Subscription Center	Events	Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or [illegible]@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or [illegible]dell.com/emcterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [illegible]dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at [illegible]dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-[illegible].com/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

City of Broken Arrow

Request for Action

File #: 25-1016, **Version:** 1

Broken Arrow City Council
Meeting of: 7-14-2025

Title:
Approval of and authorization to purchase forty-two handheld radios from L3Harris Technologies Inc. for the use by the City of Broken Arrow's Fire Department pursuant to the Oklahoma Statewide Contract and NASPO ValuePoint Pricing

Background:
The City of Broken Arrow's Fire Department has requested to upgrade to their existing portable radios and have been given an option from L3Harris to trade-in their current radios with $6,211.96 in credit per unit towards the purchase of 42 radios (model XL-400P). These new radios are National Fire Protection Association (NFPA) Compliant and built for the extreme environments in which the Broken Arrow Fire Department operates. The current radios in service are reaching their end of life and replacement options must be considered at this time.

The purchase will be facilitated through the use of the Oklahoma Statewide Contract, SW1053H and National Association of State Procurement Officials (NASPO) ValuePoint Pricing. Section 2-27 of the Broken Arrow Code provides that formal bidding is not required when these items can be purchased at a price not exceeding that set by the state purchasing agency. All equipment on the State Contract has been competitively bid and purchase by the City is authorized by State Law.

Cost: **$248,124.39**

Funding Source: Project: 2635040 (Portable Radios)

Requested By: Scott Carr, Director of Information Technology

Approved By: City Manager's Office

Attachments: Broken Arrow FD_XL400P qty 42_295766_07072025

Recommendation:
Approve of and authorize the purchase of forty-two XL-400P handheld radios from L3Harris Technologies Inc pursuant to the Oklahoma Statewide Contract and NASPO ValuePoint Pricing

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: Broken Arrow FD_XL400P qty 42_295766_07072025

Date: *7/7/2025* ***Valid for 30 days***

Andrew Occhuizzo
I.T. Communication Systems Manager
City of Broken Arrow
2900 S. Elm Place
Broken Arrow, OK 74012
Office: 918-259-2400 ext. 5362 | Cell: 918-851-2785
AOcchuizzo@brokenarrowok.gov | www.brokenarrowok.gov

Sales POC: *Greg Kolsut*
Sr. Specialist Critical Communication
Account Manager- Oklahoma
+1 405-315-2741
greg.kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	*J.Knox*
CRM #	
CCC Case #	*INC-000362715*

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
		XL-400 Portable qty 42 radios with 6-bay chargers					
1	XF-PFM1P-NA	PORTABLE,XL-400P,XTRMKP,PGRN,NA	42	$ 9,995.00	26%	$ 7,396.30	$ 310,644.60
2	XF-FW2X	OPERATION,LOAD NIFOG PERSONALITY	42	$ 0.01	100%	$ -	$ -
3	XF-PL4F	FEATURE,P25 PHASE 2 TDMA	42	$ 275.00	26%	$ 203.50	$ 8,547.00
4	XF-PL8Y	FEATURE, ENCRYPTION LITE	42	$ 0.01	100%	$ -	$ -
5	XF-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	42	$ 785.00	26%	$ 580.90	$ 24,397.80
6	XF-PKGPT	FEATURE PACKAGE,P25 TRUNKING	42	$ 1,800.00	26%	$ 1,332.00	$ 55,944.00
7	XF-PKGF1	FEATURE PACKAGE,ALL BANDS,V+U+7/800	42	$ 1,775.00	26%	$ 1,313.50	$ 55,167.00
8	XF-PA4N	BATTERY, LI-ION, XTRM	42	$ 275.00	26%	$ 203.50	$ 8,547.00
9	XF-AN9F	ANTENNA,FLEX,HELICAL,XTRM,136-870 MHZ	42	$ 140.00	26%	$ 103.60	$ 4,351.20
10	XF-AE3H	SPKR MIC, XL XTRM, NFPA 1802 W/UDC, GRN	42	$ 825.00	26%	$ 610.50	$ 25,641.00
11	XF-HC3L	BELT CLIP,METAL	42	$ 35.00	26%	$ 25.90	$ 1,087.80
12	XF-HC8C	CASE,STRAP,ANTI-SWAY,HOMELAND6,EXTREME	42	$ 305.00	26%	$ 225.70	$ 9,479.40
13	XF-CH6G	CHARGER, 6-BAY, PREMIUM, XL-400P	7	$ 945.00	26%	$ 699.30	$ 4,895.10
14	YZ-SP2X	Trade-in-Credit (42 portables with 7 six-bay chargers)	1	$ (260,902.11)	0%	$ (260,902.11)	$ (260,902.11)
						Estimated Shipping	**$ 324.60**
		Lead time is subject to material availability at time of order				**Total Sale Price**	**$ 248,124.39**

Terms and Conditions:

1. *The Terms and Conditions are governed by the agreement between L3Harris Technologies and Sourcewell Public Safety Communications Technology and Hardware Solutions. This Quote is issued pursuant to Sourcewell Contract 042021-L3H, and SIT#295766. In accordance with Section 6.B. of the Sourcewell Contract, L3Harris has supplied additional terms and conditions customary to the industry, as well as specific to the technology being proposed. City of Broken Arrow, Broken Arrow , Oklahoma Sourcewell Membership ID# 67325.*

   Also reference SIT# 1256041 | City of Broken Arrow FD OK XL-400P - Special Pricing Request

2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*

3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.
Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable.
Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

City of Broken Arrow

Request for Action

File #: 25-993, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Approval of and authorization to purchase one (1) Kubota M4D-071HDC12 Utility Cab Tractor from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2855547 for Battle Creek Golf Course

Background:

Battle Creek Golf Course has budgeted for the purchase of one (1) tractor with a cab under CIP Project BC61010.

A Sourcewell quote (2855547) in the amount of $55,752.17 has been received from Stewart Martin Kubota of Broken Arrow. If approved this purchase will be made through the Sourcewell Purchasing Contract, specifically Contract #112624-KBA, which is approved for use by the City of Broken Arrow.

Currently, Battle Creek Golf Course is operating with only one functional tractor. The acquisition of a replacement is urgent to ensure the golf course can continue to meet its maintenance and operational needs.

Sourcewell is a cooperative procurement program designed for government agencies. All vendors under Sourcewell have undergone a competitive bidding process, which ensures compliance with statutory procurement requirements and provides access to pre-negotiated, competitive pricing.

The Maintenance Services Department recommends utilizing the Sourcewell Purchasing Cooperative in lieu of a traditional bid process. This approach will save time and reduce administrative costs typically associated with developing and evaluating formal bids or RFPs.

Cost: $55,752.17

Funding Source: CIP#BC61010

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Kubota M4D-071 Battle Creek

Recommendation:

Approval of and authorization to purchase one (1) Kubota M4D-071HDC12 Utility Cab Tractor from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2855547 for Battle Creek Golf Course

Sourcewell
Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi 8200067336

M4D-071HDC12 WEB QUOTE #2855547
Date: 3/11/2025 9:02:25 AM
-- Customer Information --
Broken Arrow, City of
67325
City of Broken Arrow
bobo@tulsakubota.com
9182598361

Quote Provided By
STEWART MARTIN KUBOTA OF BROKEN ARR
Bobo Newton
1275 NORTH ELM PLACE
BROKEN ARROW, OK 74012
email: bobo@smekubota.com
phone: 8706920458

-- Standard Features --

Kubota

M Series

M4D-071HDC12
UTILITY CAB TRACTOR, 4WD, HYDRAULIC SHUTTLE TRANSMISSION
* * * EQUIPMENT IN STANDARD MACHINE * * *

DIESEL ENGINE
Kubota V3307 Direct Injection
3.3L (203 cu. in.) 4 Cyl
EPA Tier 4 Emission Certified
SAE Gross HP:74.3
Engine Net HP: 68.7
Max . PTO HP: 60
Common Rail Electronic Fuel
Electronic Engine Management
Constant RPM Management
Turbocharged
130 Amp Alternator
12V 900 CCA Battery

EXHAUST EMISSION CONTROL TYPE
DPF System (Diesel Particulate Filter)

HYDRAULICS / HITCH / DRAWBAR
Open Center Gear Type
Max. Flow @ Rated Engine Speed: 2400 RPM
Power Steering: 6.3 gpm
Impl. Flow: 16.7 gpm
Total Flow

REMOTE VALVES
M4 Standard (1) SCD (Self Canceling Detent)
M4 Deluxe (2) SCD (Self Canceling Detent)
FD (Floating Detent)

3 POINT HITCH & DRAWBAR
Cat I/II 3-Point Hitch
@ Lift Points: 4189
(ASAE)@24" Behind:3307
Telescoping Lower Links
Telescoping Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF
Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 RPM @ 2160 Eng. RPM
540/540E Economy Optional on Standard Model
Provides 540 PTO @ 1828 Eng. RPM

TRANSMISSION
Fully Synchronized Transmission
12F / 12R Electro Hydraulic-Shuttle
Electronic De-clutch Button
Planetary Final Drives
Rear Differential Lock

FRONT AXLE
Hydrostatic Power Steering
4WD: Cast Iron, Bevel Gear 55 Deg

LIGHTING
2 Headlights - Tail lights
2 Hazard Flasher Lights w/Turn Signals

FLUID CAPACITY
Fuel Tank Capacity Cab: 23.8 gal
Cooling System:10.6 qts
Crankcase:12.7 qts
Hydraulics/Trans:50.8 qts
Hydraulics 10.6 gal
Front Axle 4WD: 5.8 qts

INSTRUMENTS
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

CAB (Ultra Grand Cab Category II)
Category 2 Pressurized
Flat Deck
Suspension Seat w/ Retractable Seat Belt and Adjustable Armrests
Adjustable backrest and headrest
Dual Level Air Conditioning & Heater
Front Wiper w/ Washer - 2 Speed
Radio Ready, includes 2 Speakers
Antenna and Wiring Harness
2 Doors, Frameless all glass
Left & Right Side Steps
High Visbility Roof Panel
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V -15 Amp
Cup Holder
Ashtray
Horn
Interior Console Light

CAB LIGHTING
Standard: Halogen
Deluxe: LED
2 Front Work Lights
2 Rear Work Lights

SAFETY EQUIPMENT
Backup Alarm Ready
Deluxe: LED
Beacan Light Ready
Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches:
Shuttle Lever Neutral
PTO - OPC Alarm 10 Sec.
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
Deluxe: Electric 4wd Engagment

-- Custom Options --

M4D-071HDC12 Base Price:	$63,388.00
(1) 3RD POSITION LEVER KIT M7355-3RD POSITION LEVER KIT	$185.00
(1) SCD (SELF CANCELING DETENT) M7610-SCD (SELF CANCELING DETENT)	$908.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	$78.00
(10) FRONT SUITCASE WEIGHT M8079-FRONT SUITCASE WEIGHT	$1,340.00
(1) FRONT WEIGHT-BUMPER 10 WEIGHT MAX M8075-FRONT WEIGHT-BUMPER 10 WEIGHT MAX	$755.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	$78.00
(1) BOLT BAR KIT FOR M8075 BRACKET M8073A-BOLT BAR KIT FOR M8075 BRACKET	$86.00
(1) AIR RIDE SEAT SUSPENSION UPGRADE KIT M9270-AIR RIDE SEAT SUSPENSION UPGRADE KIT	$721.00
(1) M5 AIR RIDE SEAT WIRING HARNESS PNF M9205-M5 AIR RIDE SEAT WIRING HARNESS PNF	$28.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	$449.00
(1) M SERIES TELEMATICS HARNESS M6712-M SERIES TELEMATICS HARNESS	$167.00
(1) MID MOUNT WORK LIGHT KIT, M4 LED M7377-MID MOUNT WORK LIGHT KIT, M4 LED	$656.00
Configured Price:	$68,839.00
Sourcewell Discount:	($15,144.58)
SUBTOTAL:	$53,694.42
Factory Assembly:	$325.00
Dealer Assembly:	$539.00
Freight Cost:	$793.75
PDI:	$400.00
Total Unit Price:	$55,752.17
Quantity Ordered:	1
Final Sales Price:	$55,752.17

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

SELECTED TIRES
sub87
FRONT - 9.50-24 R3 GOODYEAR ALL WEATHER TL
REAR - 18.4-26 R3 (ANS) 17MM HOLES

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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107.154.186.16

City of Broken Arrow

Request for Action

File #: 25-1010, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to purchase one (1) Asphalt Cold Planer Attachment, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

Background:
The Streets Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) Asphalt Cold Planer Attachment. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $39,785.00 (Project No. 2653190, Account No. 3305300-570030).

A quote has been received from Warren Caterpillar Inc., through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #020223-CAT, City membership ID#67325.

Staff recommends that the Council award the responsible quote to Warren Caterpillar, for the purchase of one (1) Asphalt Cold Planer Attachment.

Cost: $39,785.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from Warren Caterpillar Inc.
Sourcewell Cooperative Purchasing Contract

Recommendation:
Approval of and authorization to purchase of one (1) Asphalt Cold Planer, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract .

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Caterpillar: Confidential Green

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT



Quote 305041-01

Jul 08, 2025

CITY OF BROKEN ARROW
PO BOX 610
BROKEN ARROW
Oklahoma
74013-0610

Attention: KENNETH FARMER

Dear Kenneth Farmer, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: WT-SSL Work Tools with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: XXXXXXX **SERIAL NUMBER:** XXXXXXX

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Diego Marin
Machine Sales Representative

One (1) New Caterpillar Model: WT-SSL Work Tools with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

COLD PLANER, PC310 XD	**5295850**

****Quote Created Using Sourcewell City of Broken Arrow member ID# 67325****

**** Using Sourcewell #020223-CAT Contract ****

CATERPILLAR LIST PRICE	**$46,806.00**
SOURCEWELL MEMBER DISCOUNT (15% off List)	($7,021.00)
FINAL BALANCE DUE:	**$39,785.00**

WARRANTY

Standard Warranty: Standard 24 Month

Accepted by _____ on _____

Signature

City of Broken Arrow

Request for Action

File #: 25-1013, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to purchase one (1) Track Dozer equipped with grading blade and 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

Background:
The Streets Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) Track Dozer equipped with grading blade and 2D earth system. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $242,010.00 (Project No. 2653170, Account No. 3305300-570030).

A quote has been received from Warren Caterpillar Inc., through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #020223-CAT, City membership ID#67325.

Staff recommends that the Council award the responsible quote to Warren Caterpillar, for the purchase of one (1) Track Dozer equipped with grading blade and 2D Earth System.

Cost: $242,010.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from Warren Caterpillar Inc.
Sourcewell Cooperative Purchasing Contract

Recommendation:
Approval of and authorization to purchase of one (1) Track Dozer equipped with grading blade and 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract .

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Caterpillar: Confidential Green

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Caterpillar: Confidential Green

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

Quote 304599-01

Jul 08, 2025

CITY OF BROKEN ARROW
PO BOX 610
BROKEN ARROW
Oklahoma
74013-0610

Attention: JEFF JOHNSON

Dear Jeff Johnson, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: D3 LGP ARO Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: XXXXXXX **SERIAL NUMBER:** XXXXXX **YEAR:** 2025

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Diego Marin
Machine Sales Representative

One (1) New Caterpillar Model: D3 LGP ARO Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

D3 12B LGP TRACTOR CFG31	558-8526
LANE 3 ORDER	0P-9003
ENGINE, CAT C3.6	558-8529
AIR CLEANER W/PRECLEANER	550-6018
UNDERCARRIAGE, SALT	397-4328
TRACK, 26", MS, HD, LGP	286-4310
HYDRAULICS, 4 VALVE, PUMP STD	558-8538
CONTROL, POWER PITCH	558-8562
LIGHTS, 6, LED	508-3301
CAB, ROPS, HEATER & A/C	558-8547
TENSIONER, EROPS, AC	552-3238
SEAT, CLOTH	559-5727
SOUND SUPPRESSION, OMISSION	558-8550
PROD LINK, PLE643/PLE743 RADIO	636-6486
GRILL, RADIATOR	550-6050
GUARD GP, REAR OMISSION	397-4287
GUARD, BELLY	557-1346
FAN, REVERSING	590-0678
COOLER, STANDARD	552-3229
RIPPER	397-4317
COUNTERWEIGHT, FRONT	244-7516
BLADE, 126.7", ACCUGRADE	577-4297
SERIALIZED TECHNICAL MEDIA KIT	421-8926
INSTRUCTIONS, ANSI	558-8582
STANDARD RADIO V2	653-9084
SWEEPS, FRONT	397-4341
SWEEPS, REAR	397-4342
SCREEN, REAR, CAB	393-4250
HEATER, ENGINE COOLANT (120V)	552-3246
PACKING, LAST MILE PROGRAM	0P-4299
ASSIST W/ARO	590-8776
STOP, CYLINDER	395-3461
WRAP, A/T	595-1525
2D EARTH WORKS SYSTEM	**2D EARTH**

****Quote Created Using Sourcewell City of Broken Arrow member ID# 67325****

**** Using Sourcewell #020223-CAT Contract ****

CATERPILLAR LIST PRICE	**$319,103.00**
SOURCEWELL MEMBER DISCOUNT (23% of List)	($73,393.69)
PRICE BEFORE ADDITIONAL WARREN CAT DISCOUNT	**$245,709.31**
ADDITIONAL WARREN CAT DISCOUNT	($5,209.31)
48 MONTH / 4000 HOUR TRAVEL TIME AND MILEAGE COVERAGE	**+$1,510.00**
FINAL BALANCE DUE:	**$242,010.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	**60 MO/5000 HR PREMIER**

Accepted by _____ on _____

Signature

City of Broken Arrow

Request for Action

File #: 25-1011, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization to purchase one (1) Wheel Motor Grader equipped with GPS 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing contract (formerly NJPA)

Background:
The Streets Division of the Streets and Stormwater Department has budgeted for the purchase of one (1) Wheel Motor Grader equipped with GPS 2D earth system. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $377,177.00 (Project No. 2653160, Account No. 3305300-570030).

A quote has been received from Warren Caterpillar Inc., through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #011723-CAT, City membership ID#67325.

Staff recommends that the Council award the responsible quote to Warren Caterpillar, for the purchase of one (1) Wheel Motor Grader equipped with GPS 2D Earth System.

Cost: $377,177.00

Funding Source: Sales Tax Capital Improvement (STCI)

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Quote from Warren Caterpillar Inc.
Sourcewell Cooperative Purchasing Contract

Recommendation:
Approval of and authorization to purchase of one (1) Wheel Motor Grader equipped with GPS 2D Earth System, from Warren Caterpillar Inc., pursuant to the Sourcewell Cooperative Purchasing Contract .

Quote 292749-01

Jul 08, 2025

CITY OF BROKEN ARROW
PO BOX 610
BROKEN ARROW
Oklahoma
74013-0610

Attention: JEFF JOHNSON

Dear Jeff Johnson, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 140 JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C149246 **SERIAL NUMBER:** 0EB201598 **YEAR:** 2025

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Diego Marin
Machine Sales Representative

One (1) New Caterpillar Model: 140 JY Motor Graders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler (ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, Automatic -Drain, engine oil, ecology -Electronic over-speed protection -Parking brake, multi-disc, sealed and -oil cooled. -Sediment drain, fuel tank. -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus) -

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel, ground accessible -Electrical hydraulic valves -Electrical system, 24V -Grade Control Ready (Cab harness, -software, electrical hydraulic valves, -bosses and brackets) -Lights, reversing -Lights, roading, roof-mounted, -stop and tail, LED -Starter, electric

OPERATOR ENVIRONMENT -Air Conditioning with heater -Articulation, automatic return to center -Centershift pin indicator -Display, digital speed and gear -Doors, left and right side with wiper -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, -and hydraulic oil temp, DEF/AdBlue) -Joystick, adjustable armrests -Joystick gear selection, hydraulic -power steering hydraulic controls -(right/left, blade lift w/ float -position, blade sideshift and tip, -circle drive, centershift, front wheel -lean and articulation and steering) -Lights, night time cab -Messenger operator information system -Meter, hour, digital -Mirror, inside rearview, wide angle -Power port, 12V -Radio ready, entertainment -ROPS cab, sound suppressed --69dB(A) - ISO 6394 -Seat,cloth-covered, comfort suspension -Storage area for cooler/lunchbox -Throttle control, electronic -Windows laminated glass: --Fixed front with intermittent wiper --Door with intermittent wipers (3) -Windows tempered: --Left and right side wipers --Rear with intermittent wiper -Cab storage -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Lockout, hydraulic implement (for -roading and servicing) -Seat belt, retractable 76.2 (3") -Secondary steering -Tandem walkway/guards

TIRES, RIMS, AND WHEELS -A partial allowance for tires on -254mm x 609.6mm (10" x 24") multi-piece -rims is included in the base machine -price and weight.

FLUIDS -Antifreeze -Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT -Accumulators -brake -dual certified -Drawbar,6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 398 liters (105 gallon) -Ground level fueling -DEF/AdBlue Tank, 21 liters (5.5 gallon) -Hydraulic lines for base functions -Pump, hydrailic, high capacity -(98cc / 15 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports -engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard -

MACHINE SPECIFICATIONS

140 15A MOTOR GRADER	577-3021
GLOBAL ARRANGEMENT,LOW AMBIENT	385-9297
ENGINE, TIER IV	567-4685
MOLDBOARD, 14' PLUS	349-3048
COLD WEATHER PACKAGE	394-4521
LINES, W/O ACCUMULATOR	305-2927
PRECLEANER, SY-KLONE	380-6775
DRAIN, GRAVITY, ENGINE OIL	324-5328
BASE + 2 (FL,RIP)	385-8095
STARTER, ELEC, EXTREME DUTY	395-3547
LIGHTS, ARM, FOLD DOWN	536-9969
HEADLIGHTS, FRONT, LOW, LED	553-2588
LIGHTS, ROADING, LED	550-6608
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PLUS (INTERIOR)	397-7457
SEAT BELT	394-1492
PRODUCT LINK, CELLULAR PLE742	464-6442
NO CAT GRADE ARO	585-3097
CONTROL,AUTO ARTICULATION-DEMO	483-2354
JOYSTICK CONTROLS, BASIC	357-9151
TIRES, 17.5R25 MX XTLA * L2 MP	252-0771
GUARD GP, HITCH	323-6970
TANK, FUEL, STANDARD	540-2373
FAN, REVERSING, TND	542-4661
SERIALIZED TECHNICAL MEDIA KIT	421-8926
DECALS, ENGLISH (U.S.)	442-9940
LIGHTS, WORKING, PLUS, LED	552-7285
MOUNTING, WARNING LIGHT	361-3137
LIGHTS, SERVICE, INTERNAL	380-3070
LIGHTS, LED STROBE BEACON	604-3258
CAMERA, REAR VISION	396-3921
MIRRORS, OUTSIDE HEATED 24V	344-0984
GUARD, TRANSMISSION	366-2459
HEATER, ENGINE COOLANT, 120V	249-5516
PUSH PLATE, COUNTERWEIGHT HD	367-6842
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
CIRCLE SAVER	521-3250
COOLANT, 50/50, -35C (-31F)	469-8157
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
ROLL ON-ROLL OFF	0P-2265
STORAGE PROTECTION	0P-2918
RIPPER ARRANGEMNT	637-6813
LANE 3 ORDER	0P-9003
140 CPM	646-7612
EARTHWORKS 2D GRADE SYSTEM	**2D LASER SYSTEM**

****Quote Created Using Sourcewell City of Broken Arrow member ID# 67325****

**** Using Sourcewell #011723-CAT Contract ****

LIST PRICE	**$564,532.00**
SOURCEWELL MEMBER DISCOUNT (30%)	($169,359.60)
PRICE BEFORE ADDITIONAL WARREN CAT DISCOUNT	**$395,172.40**
ADDITIONAL WARREN CAT DISCOUNT	($25,172.40)
48 MONTH / 4000 HOUR TRAVEL TIME AND MILEAGE COVERAGE	**+$7,177.00**
FINAL BALANCE DUE:	**$377,177.00**

WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Coverage
Extended Coverage:	**84 MO/6000 HR POWERTRAIN + HYDRAULICS + TECH**

UNLIMITED MACHINE SAFETY AND OPERATION TRAINING INCLUDED TO THE CITY AND ITS EMPLOYEES FOR THE LIFE OF THE MACHINE

Accepted by _____ on _____

Signature

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

Caterpillar: Confidential Green

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

City of Broken Arrow

Request for Action

File #: 25-947, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single-Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue

Background:
BAZ-002194-2025 is a request to change the zoning designation of 0.24 acres from R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6. The property is at the northeast corner of Broadway Avenue and Date Avenue.

The parcel in question consists of two lots, both in DROD Area 6. The north lot is currently zoned R-3 and this application will rezone that lot to DM to facilitate combining the two lots for an office development. The south lot is currently zoned DM and will remain so.

Planning Commission recommended approval, per staff recommendation, of BAZ-002194-2025 on June 12, 2025 with a 3-0 vote. During the June 12th Planning Commission meeting, there were no public comments.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial
Comprehensive Plan
Exhibit

Recommendation:
Approve BAZ-002194-2025 per Planning Commission and staff recommendation, and platting be waived.

City of Broken Arrow

Request for Action

File #: 25-856, **Version:** 1

Broken Arrow Planning Commission
06-12-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002194-2025 (Rezoning), Realty One Group Dreamers, 0.24 acres, R-3 (Single Family Residential) & DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 to DM/DROD Area 6, located at the northeast corner of Broadway Avenue and Date Avenue
Background:	
Applicant:	Joanna Ford, Realty One Group Dreamers
Owner:	Joanna Ford, Realty One Group Dreamers
Developer:	Joanna Ford, Realty One Group Dreamers
Engineer:	N/A
Location:	Northeast corner of Broadway Avenue and Date Avenue
Size of Tract	0.24 acres
Present Zoning:	R-3 (Single Family Residential) and DM (Downtown Mixed-Use)/DROD Area 6
Proposed Zoning:	DM (Downtown Mixed-Use)/DROD Area 6
Comp Plan:	Level 5 (Downtown Area)

BAZ-002194-2025 is a request to rezone 0.24 acres from R-3 (Single Family Residential) and DM (Downtown Mixed-Use)/DROD (Downtown Residential Overlay District) Area 6 for a proposed office building. This property is generally located at the northeast corner of Broadway Avenue and Date Avenue.

The parcel in question consists of two lots, both in DROD Area 6. The north lot is currently zoned R-3 and this application will rezone that lot to DM to facilitate combining the two lots for an office development. The south lot is currently zoned DM and will remain so.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	DROD Area	Zoning	Land Use
North	Level 5	1	R-3	Single Family Residential
East	Level 5	6	R-3	Single Family Residential
South	Level 5	6	DF	Downtown Fringe - Office
West	Level 5	6	R-3	Single Family Residential

According to FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. Per Table 4-1 of the Comprehensive Plan, DM zoning is considered to be in accordance with the Comprehensive Plan in Level 5.

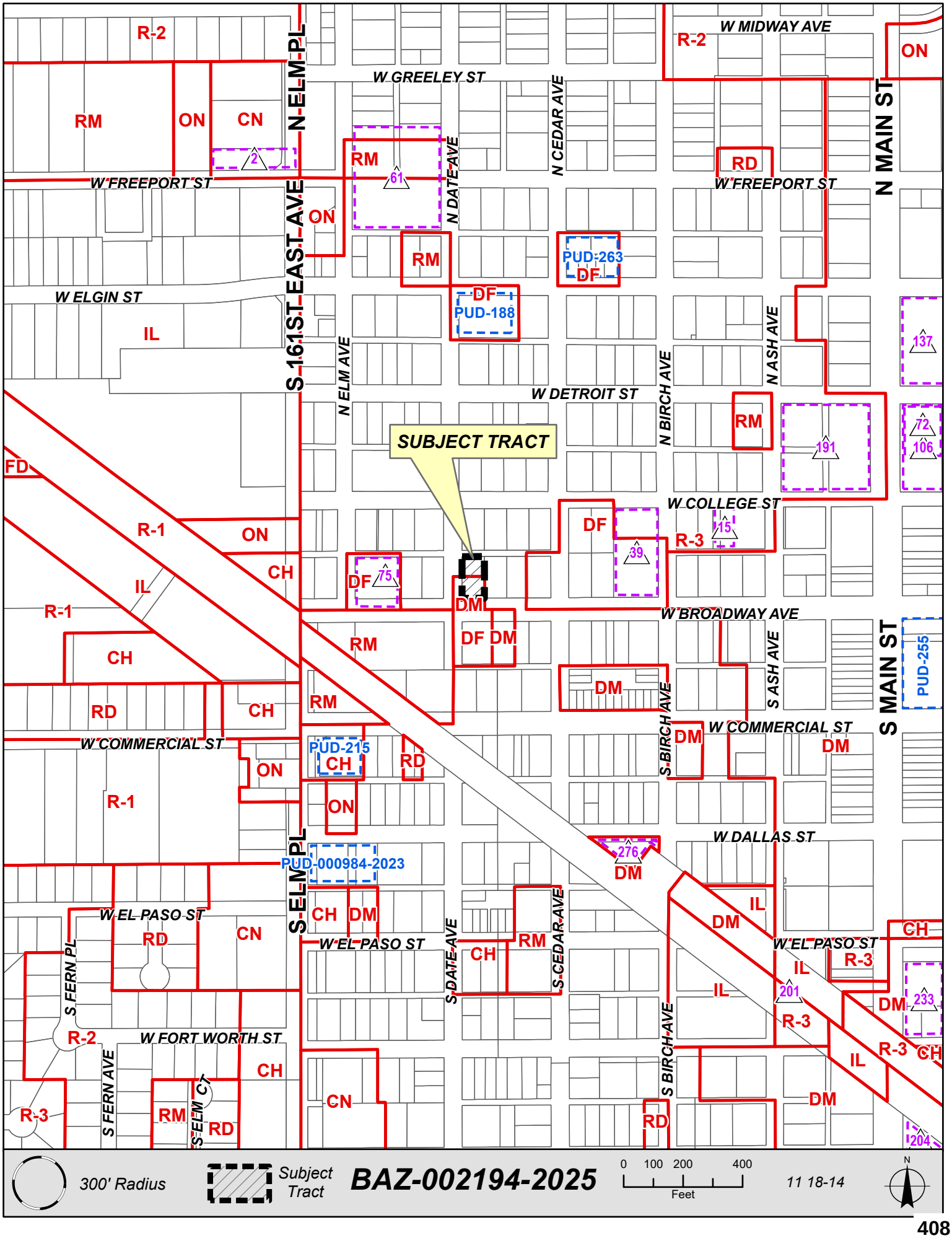
Attachments: Case map
Aerial map
Comprehensive Plan
Zoning Exhibit

Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002194-2025 be approved and that platting be waived.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

MEH



300' Radius | Subject Tract | **BAZ-002194-2025** | 0 100 200 400 Feet | 11 18-14



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

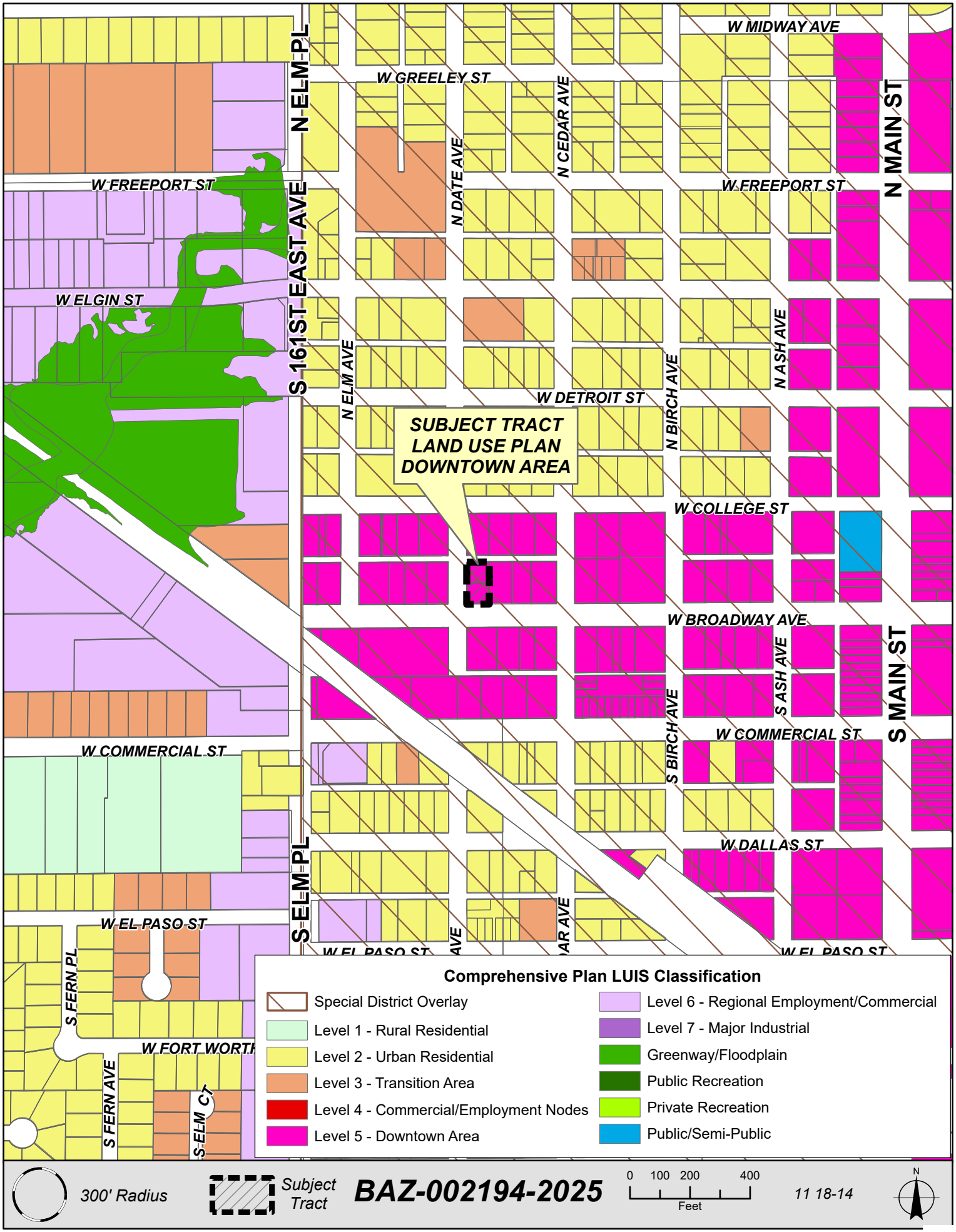
Subject Tract

BAZ-002194-2025

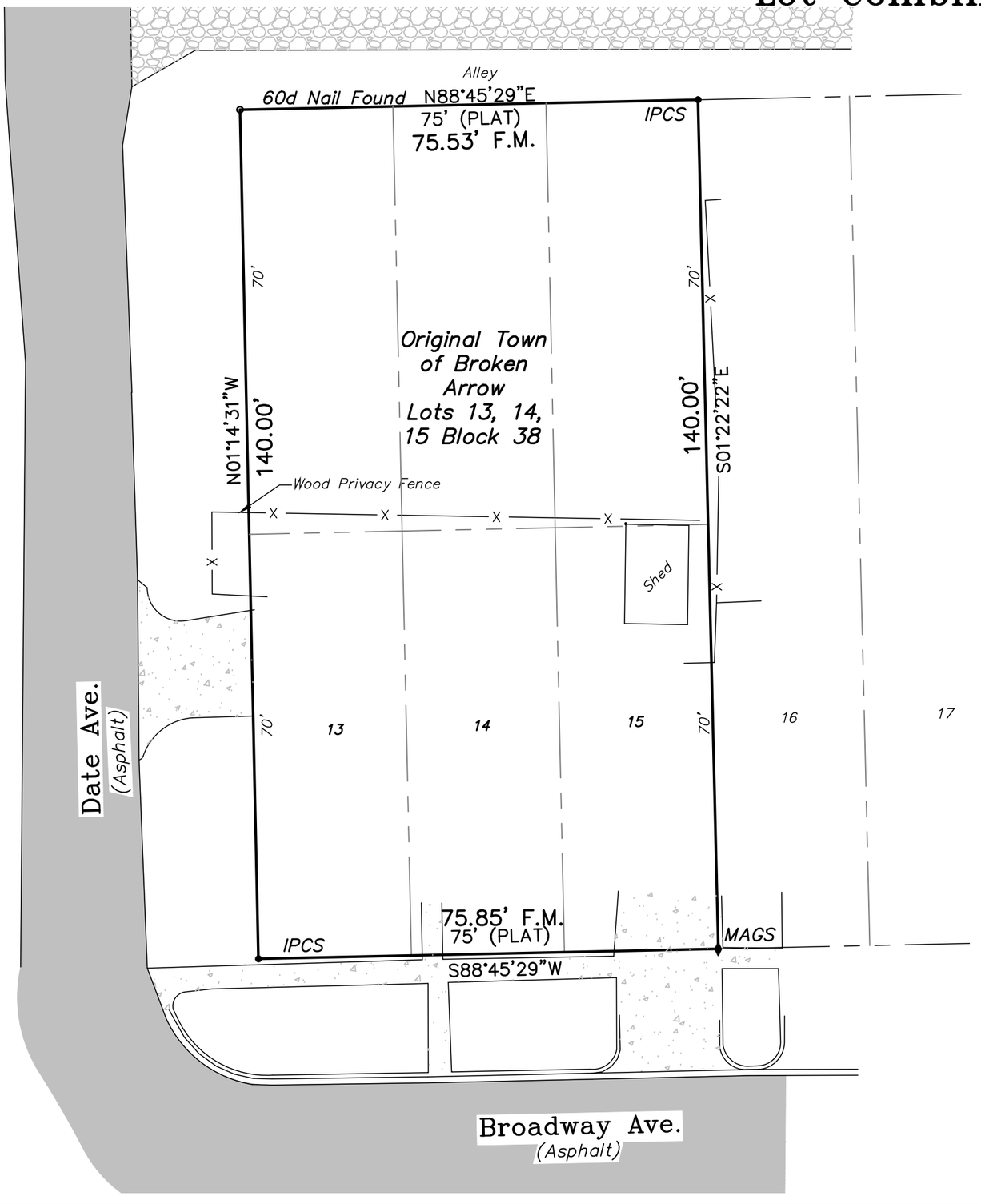
0 100 200 400
Feet

11 18-14

N


W MIDWAY AVE
W GREELEY ST
N ELM PL
N DATE AVE
N CEDAR AVE
N MAIN ST
W FREEPORT ST
W FREEPORT ST
S 161ST EAST AVE
W ELGIN ST
N ELM AVE
N ASH AVE
N BIRCH AVE
W DETROIT ST
SUBJECT TRACT
LAND USE PLAN
DOWNTOWN AREA
W COLLEGE ST
W BROADWAY AVE
S ASH AVE
S MAIN ST
S BIRCH AVE
W COMMERCIAL ST
W COMMERCIAL ST
W DALLAS ST
S ELM PL
W EL PASO ST
W EL PASO ST
W EL PASO ST
S FERN PL
W FORT WORTH
S FERN AVE
S ELM CT
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002194-2025
0 100 200 400
Feet
11 18-14
N

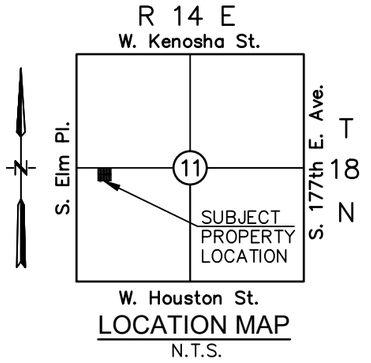
Lot Combination Plat



Scale:
1 inch = 20 feet

Legend

● IPCS	3/8" IRON PIN W/ CAP SET 'PLS 1893'
○ IPF	IRON PIN FOUND
♦ MAGS	MAG NAIL SET W/ WASHER 'PLS 1893'
—X—	EXISTING FENCE
F.M.	FIELD MEASURED



LOCATION MAP
N.T.S.

Legal Description North Tract: Warranty Deed, Doc.#2023004452
North 70' of Lots 13, 14, and 15, Block 38, Original Town of Broken Arrow, Tulsa County, State of Oklahoma, a/k/a 113 N. Date.

Legal Description South Tract: Warranty Deed, Doc.#2023004452
South 70' of Lots 13, 14, and 15, Block 38, Original Town of Broken Arrow, Tulsa County, State of Oklahoma, a/k/a 422 West Broadway

Legal Description Combined Tracts: Lots Thirteen (13), Fourteen (14), and Fifteen (15), Block Thirty-eight (38), ORIGINAL TOWN, now CITY OF BROKEN ARROW, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

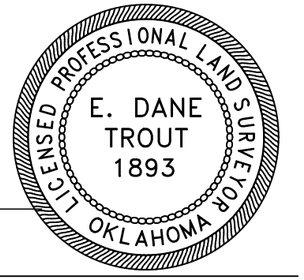
Notes:

1. BASIS OF BEARINGS: GRID NORTH AS ESTABLISHED BY STATE PLANE DATUM NAD83(2011).
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENT OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE, EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT. NO EASEMENTS WERE CREATED BY THE ORIGINAL SUBDIVISION PLAT.

I, E. DANE TROUT, A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A TRUE AND ACCURATE SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS, AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

FIELD SURVEY WAS PERFORMED JUNE 16–27th, 2023.

WITNESS MY HAND AND SEAL THIS 27th DAY OF JUNE, 2023.



TROUT LAND SURVEYING, LLC
918.734.3423 • 807 N. Birch St. Jenks, OK 74037
CA 7312 (LS) Exp. 6-30-2025

City of Broken Arrow

Request for Action

File #: 25-940, **Version:** 1

Broken Arrow City Council
07-14-2025

Title:

Approval of BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

Background:

BAZ-002200-2025 is a request to rezone approximately 28.35 acres from A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood) for Lynn Corner, a proposed single-family and commercial development. This property is located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road).

The area requested to be rezoned to RS-4 (Single-Family Residential) is located on the northern 23.18-acres designated as Level 3 of the Comprehensive Plan. COMP-002056-2025, a request to change these 23.18 acres from Levels 3 and 4 to all Level 3 was approved by the City Council on May 20, 2025.

The area requested to be rezoned to CN (Commercial Neighborhood) is approximately 5.17-acres at the arterial street intersection which is designated as Level 4 of the Comprehensive Plan.

Primary access to the development will be through entrances onto Washington Street and 9th Street. There are no existing stub streets to the neighborhood to the north and east of the development.

During the meeting held June 12, 2025, the Planning Commission recommended approval (3-0) of BAZ-2200-2025 per Staff recommendation. Staff recommended that be approved subject to platting. During the public comment period no one spoke in support of or in opposition to this request.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Image
Comprehensive Plan
Conceptual Layout

Recommendation:

Approve BAZ-002200-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-850, **Version:** 1

Broken Arrow Planning Commission
06-12-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002200-2025 (Rezoning), Lynn Corner, approximately 28.35 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood), located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)
Background:	
Applicant:	Megan Pasco, Tanner Consulting
Owner:	Margaret Scraper
Developer:	N/A
Engineer:	Tanner Consulting
Location:	At the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)
Size of Tract	approximately 28.35 acres
Present Zoning:	A-1 (Agricultural)
Proposed Zoning:	RS-4 (Single-Family Residential) and CN (Commercial Neighborhood)
Comp Plan:	Level 4 (Commercial/Employment Node) and Level 3 (Transition Area) via COMP-002056-2025

BAZ-002200-2025 is a request to rezone approximately 28.35 acres from A-1 (Agricultural) to RS-4 (Single-Family Residential) and CN (Commercial Neighborhood) for Lynn Corner, a proposed single-family and commercial development. This property is located at the northeast corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road).

This rezoning request is associated with the potential development of a single-family residential neighborhood and commercial corner. The area requested to be rezoned to RS-4 (Single-Family Residential) is located on the northern 23.18-acres designated as Level 3 of the Comprehensive Plan. COMP-002056-2025, a request to change these 23.18 acres from Levels 3 and 4 to all Level 3 was approved by the City Council on May 20, 2025.

The area requested to be rezoned to CN (Commercial Neighborhood) is approximately 5.17-acres at the arterial street intersection which is designated as Level 4 of the Comprehensive Plan.

Primary access to the development will be through entrances onto Washington Street and 9th Street. There are no existing stub streets to the neighborhood to the north and east of the development.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Levels 2 and 3	RS-3	Single-Family Residential
East	Levels 2 and 3	RS-2	Single-Family Residential
South	Levels 3 & 4	A-1	Agricultural/Undeveloped
West	Level 3	A-1 and RM	Large Lot Single-Family

According to FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. Per Table 4-1 of the Comprehensive Plan, RS-4 zoning is considered to be in accordance with the Comprehensive Plan in Level 3 and CN zoning is considered to be in accordance with the Comprehensive Plan in Level 4.

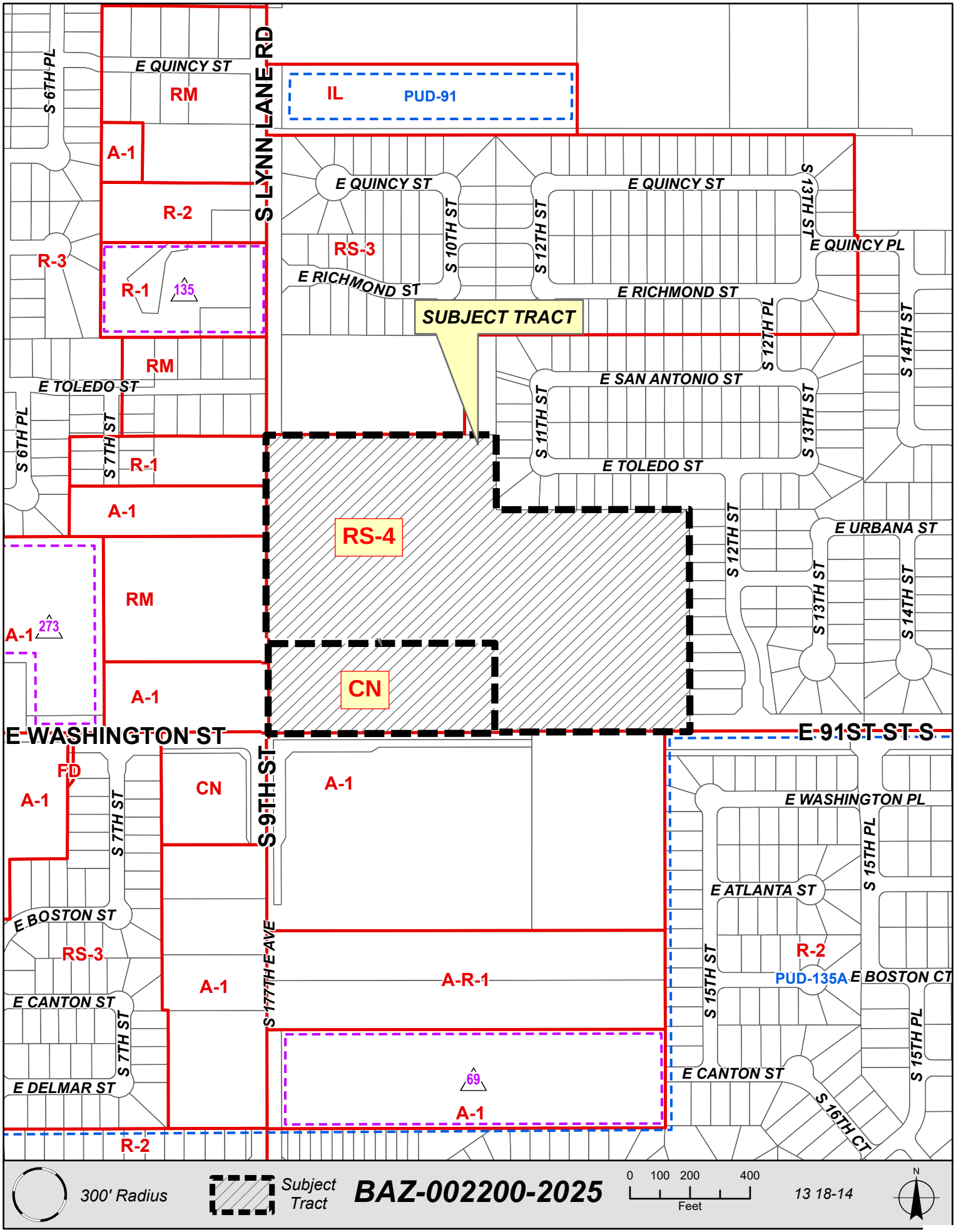
Attachments: Case map
Aerial photo
Comprehensive Plan
Conceptual Layout

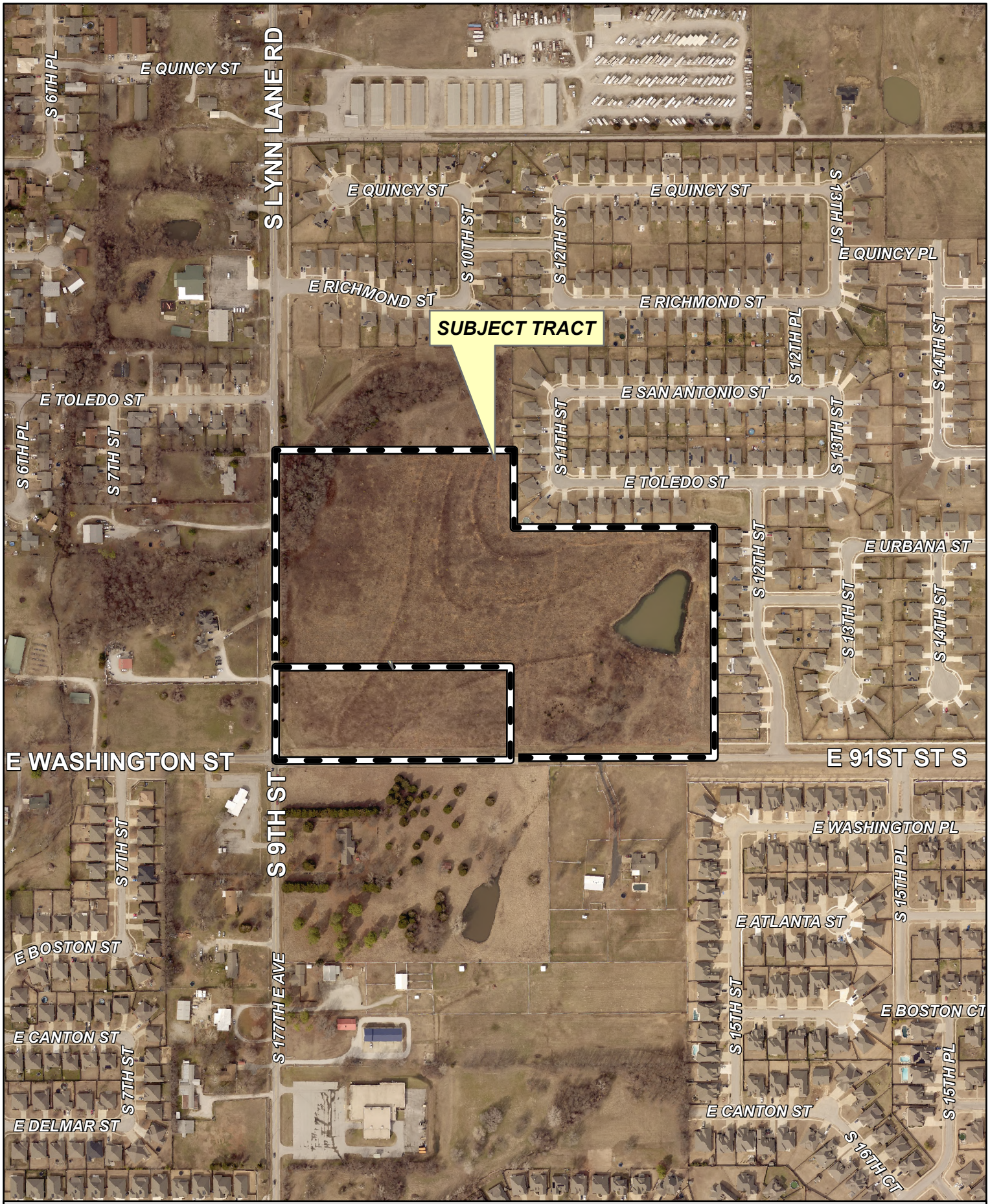
Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002200-2025 be approved subject the property being platted.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

ALY


SUBJECT TRACT
RS-4
CN
S LYNN LANE RD
S 9TH ST
E WASHINGTON ST
E 91ST ST S
E QUINCY ST
E RICHMOND ST
E TOLEDO ST
E SAN ANTONIO ST
E URBANA ST
E WASHINGTON PL
E ATLANTA ST
E BOSTON ST
E BOSTON CT
E CANTON ST
E DELMAR ST
S 6TH PL
S 7TH ST
S 10TH ST
S 11TH ST
S 12TH ST
S 12TH PL
S 13TH ST
S 13TH ST
S 14TH ST
S 15TH PL
S 15TH ST
S 16TH CT
S 177TH E AVE
E QUINCY PL
RM
IL
PUD-91
A-1
R-2
R-3
R-1
135
RS-3
273
A-R-1
PUD-135A
69
FD
300' Radius
Subject Tract
BAZ-002200-2025
0 100 200 400
Feet
13 18-14
N



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

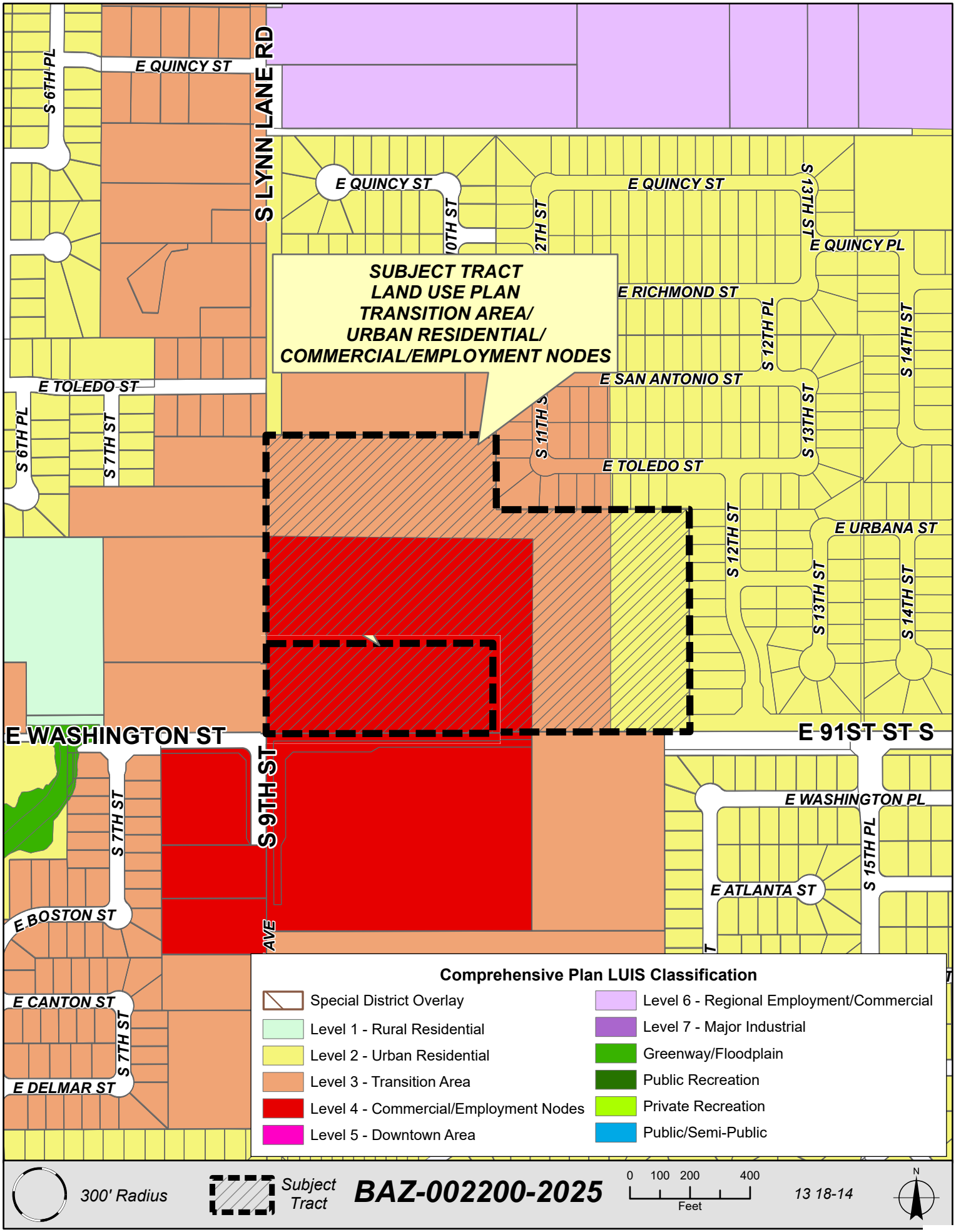
Subject Tract

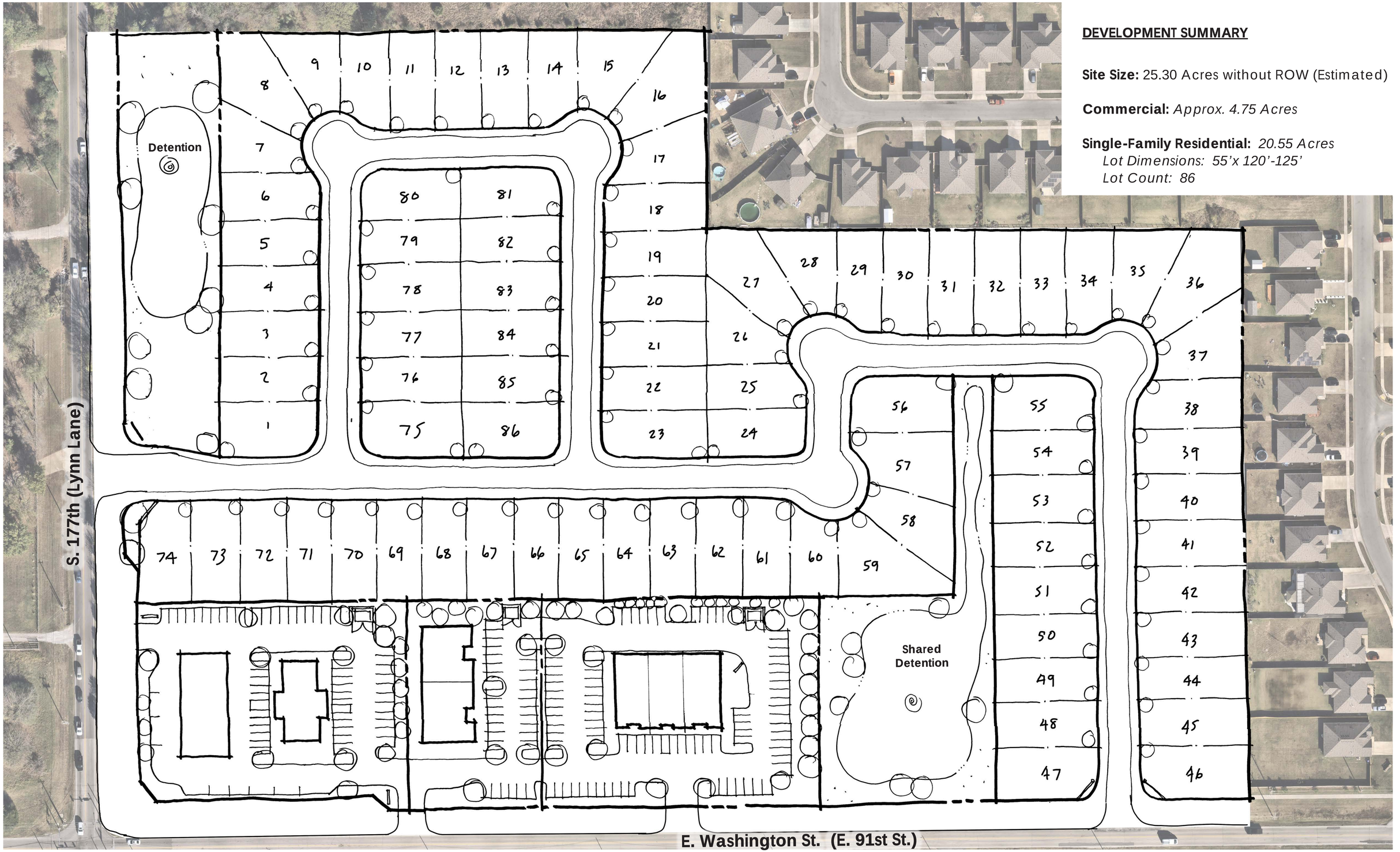
BAZ-002200-2025

0 100 200 400
Feet

13 18-14

N


S LYNN LANE RD
E QUINCY ST
S 6TH PL
E QUINCY ST
S 10TH ST
S 12TH ST
E QUINCY ST
S 13TH ST
E QUINCY PL
SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA/
URBAN RESIDENTIAL/
COMMERCIAL/EMPLOYMENT NODES
E RICHMOND ST
S 12TH PL
S 14TH ST
E TOLEDO ST
E SAN ANTONIO ST
S 6TH PL
S 7TH ST
S 11TH ST
S 13TH ST
E TOLEDO ST
S 12TH ST
E URBANA ST
S 13TH ST
S 14TH ST
E WASHINGTON ST
E 91ST ST S
S 9TH ST
E WASHINGTON PL
S 7TH ST
S 15TH PL
E ATLANTA ST
E BOSTON ST
AVE
E CANTON ST
S 7TH ST
E DELMAR ST
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002200-2025
0 100 200 400
Feet
13 18-14
N



DEVELOPMENT SUMMARY

Site Size: 25.30 Acres without ROW (Estimated)

Commercial: *Approx. 4.75 Acres*

Single-Family Residential: *20.55 Acres*
Lot Dimensions: 55'x 120'-125'
Lot Count: 86

E. 91st St. and S. Lynn Lane - Site Plan 2

Project No. 24368
08 January 2025

NORTH

Scale: 1"=50'-0"
0' 25' 50' 100'

Tanner Consulting LLC
LANDSCAPE ARCHITECTURE | LAND PLANNING
CIVIL ENGINEERING | LAND SURVEYING

City of Broken Arrow

Request for Action

File #: 25-956, **Version:** 1

Broken Arrow City Council
07-14-2025

Title:

Approval of BAZ-002217-2025 (Rezoning), 21060 E 45th Street, 2.32 acres, A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)

Background:

BAZ-002217-2025, proposes to change the zoning on 2.32 acers from A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential). The property is located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue) and is currently platted as Sun City IV, Lot 2, Block 5.

BAZ-002217-2025 is requested to facilitate a future lot split on the property. When the property was platted, right-of-way was dedicated as East 45th Street along the entire northern boundary. Due to an existing pond in the dedicated right-of-way area, East 45th Street was not fully constructed. The applicant is requesting RS-4 zoning to be in compliance with the comprehensive plan and to facilitate appropriate street frontage for each future lot.

During the meeting held June 12, 2025, the Planning Commission recommended approval (5-0) of BAZ-002217-2025 per Staff recommendation. During the public comment period no one spoke in opposition to or in favor of this request.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial Image
Comprehensive Plan

Recommendation:
Approve BAZ-002217-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-939, **Version:** 1

Broken Arrow Planning Commission
06-26-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002217-2025 (Rezoning), 21060 E 45th Street, 2.32 acres, A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential), located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)
Background:	
Applicant:	Bruce Russell
Owner:	Ruth Ann Robbins Rev Trust
Developer:	N/A
Engineer:	N/A
Location:	Approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue)
Size of Tract	2.32 acres
Present Zoning:	A-RMH (Annexed Residential Mobile Home)
Proposed Zoning:	RS-4 (Single Family Residential)
Comp Plan:	Level 3 (Transition Area)

A rezoning request, BAZ-002217-2025, proposes to change the zoning on 2.32 acers from A-RMH (Annexed Residential Mobile Home) to RS-4 (Single Family Residential). The property is located approximately one-half mile south of Dearborn Street (41st Street), one-eighth mile west of 37th Street (209th E. Avenue) and is currently platted as Sun City IV, Lot 2, Block 5.

BAZ-002217-2025 is requested to facilitate a future lot split on the property. When the property was platted, right-of-way was dedicated as East 45th Street along the entire northern boundary. Due to an existing pond in the dedicated right-of-way area, East 45th Street was not fully constructed. The applicant is requesting RS-4 zoning to be in compliance with the comprehensive plan and to facilitate appropriate street frontage for each future lot.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Development Guide	Zoning	Land Use
North	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Single-Family
East	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Single-Family
South	Level 3 (Transition Area)	A-RMH (Annexed Residential Mobile Home)	Large Lot Single-Family
West	Level 3 (Transition Area)	A-RMH (Annexed Residential Mobile Home)	Large Lot Single-Family

The subject property is designated as Level 3 (Transition Area) in the Comprehensive Plan. RS-4 zoning is considered to be in accordance with the Comprehensive Plan in Level 3.

According to the FEMA Maps, none of this property is located in the 100-year floodplain. Water is available to each lot. An existing waterline for a property to the south crosses this property. A utility easement to cover the existing line will be required as a condition of approval of this rezoning and future lot split. Sanitary sewer is provided via on-site septic systems. The entirety of each system shall be located within the newly created lot boundaries of the structure it serves.

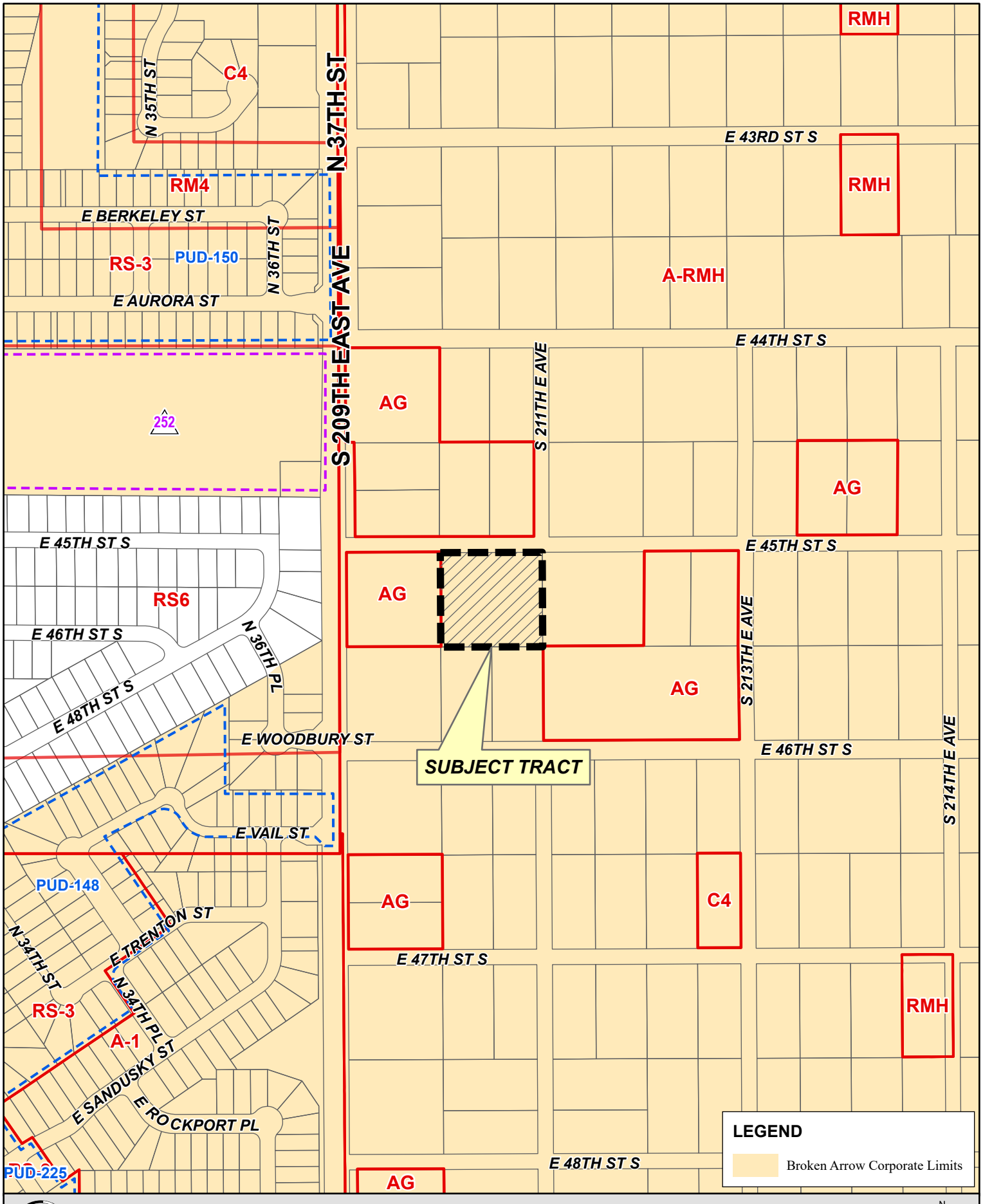
Attachments: Case map
Aerial photo
Comprehensive Plan Map

Recommendation:
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002217-2025 be approved.

Reviewed By: **Amanda Yamaguchi**

Approved By: **Rocky Henkel**

ALY


RMH
C4
N 35TH ST
N 37TH ST
E 43RD ST S
RMH
RM4
E BERKELEY ST
RS-3
PUD-150
N 36TH ST
A-RMH
E AURORA ST
E 44TH ST S
S 209TH EAST AVE
S 211TH E AVE
AG
252
AG
E 45TH ST S
E 45TH ST S
RS6
AG
E 46TH ST S
N 36TH PL
AG
S 213TH E AVE
E 48TH ST S
E WOODBURY ST
SUBJECT TRACT
E 46TH ST S
S 214TH E AVE
E VAIL ST
PUD-148
AG
C4
E TRENTON ST
N 34TH ST
E 47TH ST S
RS-3
N 34TH PL
RMH
A-1
E SANDUSKY ST
E ROCKPORT PL
LEGEND
Broken Arrow Corporate Limits
PUD-225
E 48TH ST S
AG
300' Radius
Subject Tract
BAZ-002217-2025
0 100 200 400
Feet
29 19-15
N



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

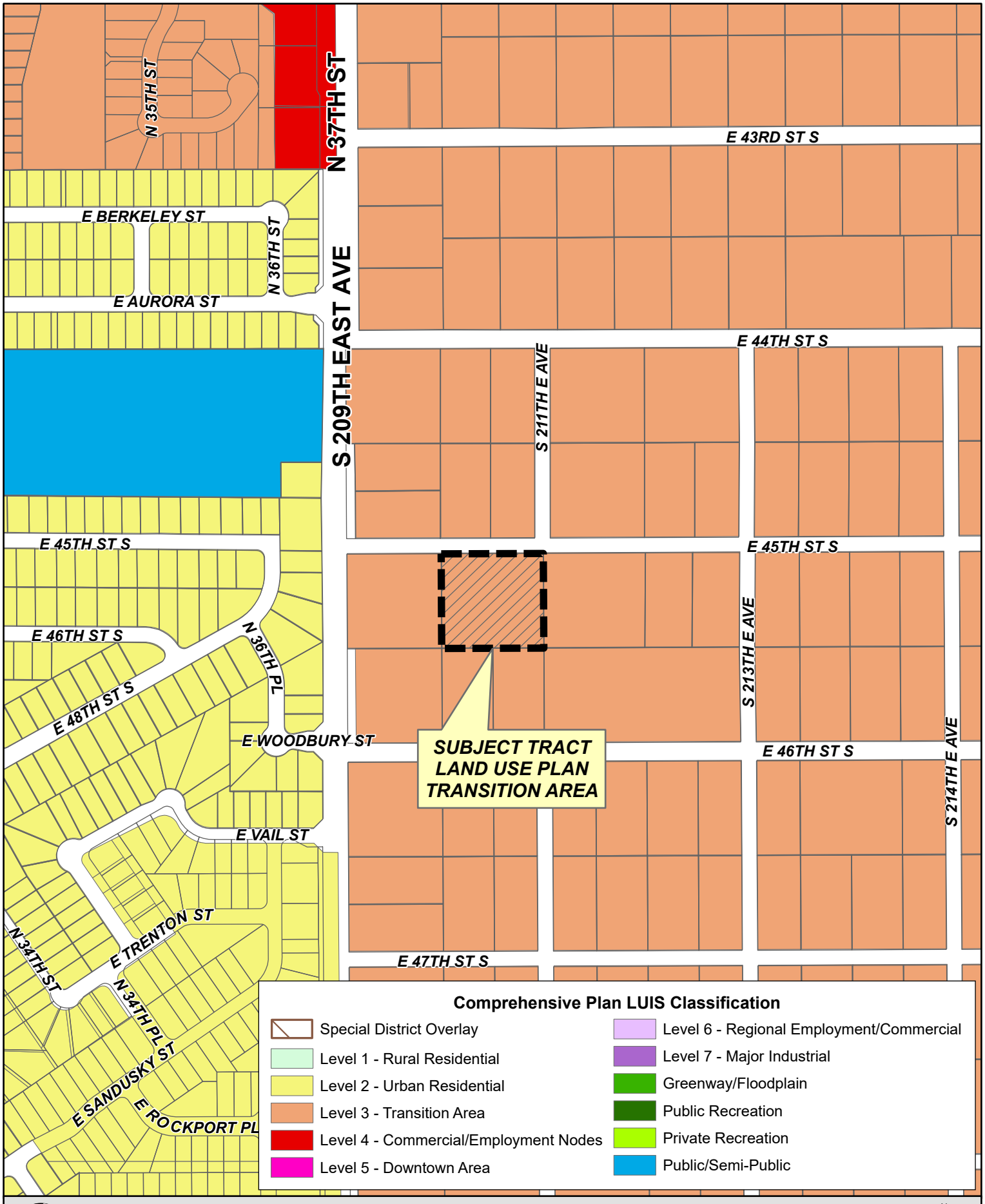
Subject Tract

BAZ-002217-2025

0 100 200 400
Feet

29 19-15

N


N 35TH ST
N 37TH ST
E 43RD ST S
E BERKELEY ST
N 36TH ST
E AURORA ST
S 209TH EAST AVE
S 211TH E AVE
E 44TH ST S
E 45TH ST S
E 45TH ST S
E 46TH ST S
N 36TH PL
E 48TH ST S
E WOODBURY ST
S 213TH E AVE
SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA
E 46TH ST S
S 214TH E AVE
E VAIL ST
E TRENTON ST
N 34TH ST
N 34TH PL
E SANDUSKY ST
E ROCKPORT PL
E 47TH ST S
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002217-2025
0 100 200 400
Feet
29 19-15
N

City of Broken Arrow

Request for Action

File #: 25-959, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Approval of PR-000741-2024 | PT-002230-2025, Conditional Final Plat, Brook Chase Phase IV, 9.98 acres, 47 proposed lots, A-1 (Agricultural) to RS-4 (Single Family Residential), located one-third mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

Background:
PT-002230-2025, the conditional final plat for Brook Chase Phase IV, contains 9.98 acres with 47 proposed lots. This property, which is located one-third mile north of Washington Street (91st Street) and one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road), is presently zoned RS-4. On March 18, 2025, the City Council approved BAZ-001974-2025 to change the zoning on 33.11 acres from A-1 to RS-4, subject to the property being platted. The preliminary plat for the site was approved by the Planning Commission on September 26, 2024.

Primary access will be to Washington Street via 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

Water and sanitary sewer service will be provided by the City of Broken Arrow. According to FEMA maps, none of this property is located in the 100-year floodplain.

The Technical Advisory Committee reviewed the conditional final plat for Brook Chase Phase IV on June 17, 2025. The Planning Commission, in their meeting of June 26, 2025, recommended approval (5-0 vote) of this conditional final plat. No one spoke in support of or in opposition to this item.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Planning Commission Staff Report

Checklist

Conditional final plat and covenants

Recommendation:
Approve PT-002230-2025, conditional final plat for Brook Chase Phase IV, be approved, subject to the attached checklist.

Broken Arrow Planning Commission
06-26-2025

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

..title

Consideration, discussion, and possible approval of PR-000741-2025|PT-002230-2025, Conditional Final Plat, Brook Chase Phase IV, 9.98 acres, 47 Lots, RS-4 (Single Family Residential), located one-third mile north of Washington Street (91st Street), one-eighth mile west of 23rd Street (193rd E. Avenue/County Line Road)

..End

Background:

Applicant:	Mikel Vanover, Olsson, Inc.
Owner:	Dave Cocolin, Eagle 1 Investments
Developer:	N/A
Engineer:	Mikel Vanover & Austin Mayes, Olsson, Inc.
Location:	One-quarter mile north of Washington Street, one-eighth mile west of 23rd Street
Size of Tract	9.98 acres
Number of Lots:	47
Present Zoning:	A-1 (Agricultural)
Proposed Zoning:	RS-4 (Single Family Residential)
Comp Plan:	Level 2 (Urban Residential)

PT-002230-2025, the conditional final plat for Brook Chase Phase IV, contains 47 lots on 9.98 acres. This property, which is located one-eighth mile west of 23rd Street (193rd Avenue/County Line Road) and one-third mile north of Washington Street (91st Street), has been approved for rezoning from A-1 (Agricultural) to RS-4 (Single-Family Residential), subject to the property being platted.

Single-family lots encompass the majority of the proposed plat, and these lots generally meet the minimum standards of the RS-4 zoning district. A portion of the proposed plat also provides land designated as reserve areas which can serve as stormwater detention and be used for neighborhood amenities. Primary access to this development will be provided on Washington Street by way of 16th Street accessed through the adjoining subdivision Brook Chase Phase III.

According to FEMA maps, none of this property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow. This conditional final plat was

reviewed by the Technical Advisory Committee on June 17, 2025, where the stakeholders did not have any comments.

Attachments: Checklist
Conditional Final Plat

Recommendation:

Staff recommends PR-000741-2024|PT-002230-2025, conditional final plat for Brook Chase Phase IV, be approved subject to the attached checklist.

Reviewed by: Amanda Yamaguchi

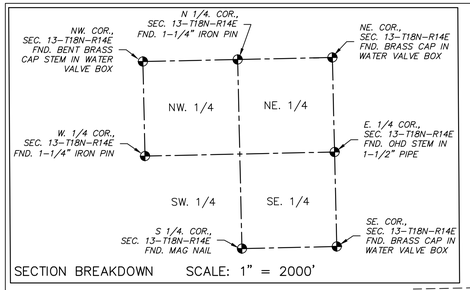
Approved by: Rocky Henkel

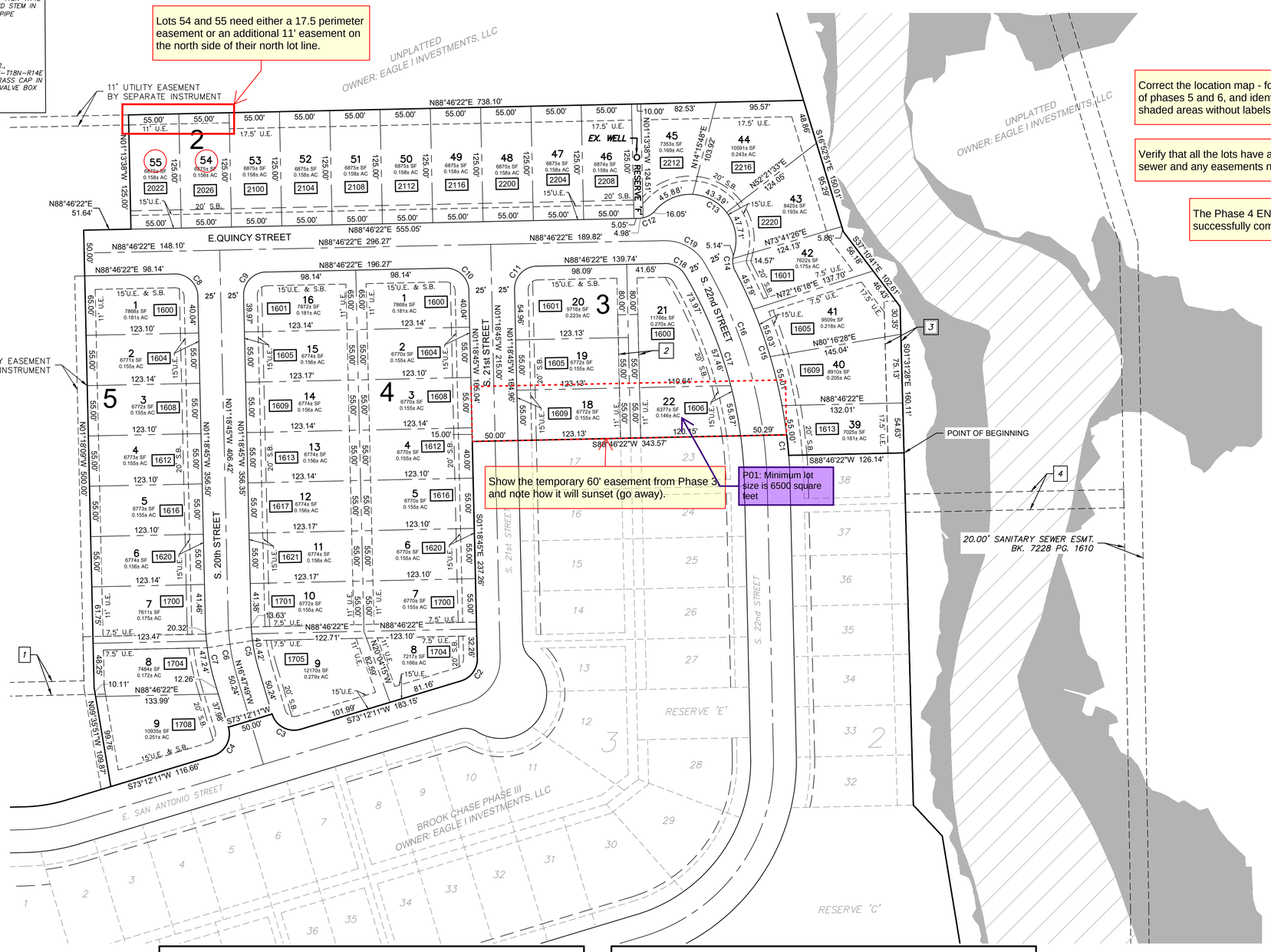
MEH

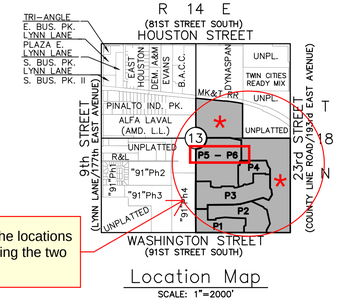
CONDITIONAL FINAL PLAT

BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) AND NORTHEAST QUARTER (NE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA







Location Map
SCALE: 1"=2000'

Correct the location map - for the locations of phases 5 and 6, and identifying the two shaded areas without labels.

Verify that all the lots have a waterline and a sanitary sewer and any easements needed for them.

The Phase 4 ENG submittals must be successfully completed.

N

0' 30' 60' 120'
SCALE IN FEET

OWNER:
EAGLE I INVESTMENTS, LLC
DAVE COCOLIN, MANAGER
P.O. BOX 472106
TULSA, OK 74147
918-629-9671
EMAIL: DAVE@PARADIGMTULSA.COM

ENGINEER:
OLSSON, INC.
AUSTIN MAYES, PE
OK C.A. No. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
1717 S. BOULDER AVE., STE 600
TULSA, OK 74119
918-376-4294
EMAIL: AMAYES@OLSSON.COM

SURVEYOR:
OLSSON, INC.
DARREL RAY MASON, OKPLS 1690
OK C.A. NO. 2483 (PE/LS)
EXPIRES JUNE 30, 2025
11600 BROADWAY EXTENSION, SUITE 300
OKLAHOMA CITY, OK 73114
405-242-6000
EMAIL: DMASON@OLSSON.COM

ZONING REQUIREMENTS
CURRENT ZONING: RS–4

MIN. LOT FRONTAGE:	55'
MIN. LOT AREA:	6,500 S.F.
MIN. FRONT BUILDING SETBACK:	20'
MIN. SIDE YARD SETBACK (BOTH):	10'
MIN. SIDE YARD SETBACK (ONE):	5'
MIN. REAR YARD SETBACK:	20'
MAX. HEIGHT:	35'

PLAT DATA
SUBDIVISION CONTAINS 47 LOTS ON 4 BLOCKS

TOTAL AREA = 436,827.86 SF, 9.98 AC

UTILITY NOTES:
WATER SERVICE BY CITY OF BROKEN ARROW.

SANITARY SERVICE BY CITY OF BROKEN ARROW.

FLOOD ZONE
FEMA MAP NUMBER 40143C0392L,
PANEL NUMBER 0392L
ZONE X
MAP REVISED SEPT 30, 2016

BASIS OF BEARINGS
OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE: 3501 THE WEST LINE OF THE SE/4 OF THE SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA N01°18'45"W

BENCHMARK
BENCHMARK NAME: BA 26

DESCRIPTION: 5/8" REBAR–1 1/2" ALUMINUM CAP–FLUSH–STAMPED "BA 26" SET S.E. OF 91ST ST. AND 193RD E. AVE.

HORIZONTAL DATUM: NAD 83
NORTHING: 383229.887
EASTING: 2630291.884
VERTICAL DATUM: NAVD 88 ELEV. 670.307

LEGEND AND ABBREVIATIONS

- PROPERTY BOUNDARY LINE
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- FLOODWAY
- FLOODPLAIN
- 1 BLOCK NUMBER
- 1 LOT NUMBER
- 1916 LOT ADDRESS
- SECTION CORNER

U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.E.	STORMWATER EASEMENT
O.D.E.	OVERLAND DRAINAGE EASEMENT
A.E.	ACCESS EASEMENT
W.E.	WATER LINE EASEMENT
B.L.	BUILDING LINE
EX.	EXISTING
L.N.A.	LIMITS OF NO ACCESS
ROW	RIGHT OF WAY
RES.	RESERVE
ESMT.	EASEMENT
S.B.	SETBACK

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

_____
Mayor

_____
Attest: City Clerk

ALL WEDGE–SHAPED LOTS ARE A MINIMUM OF 55' IN WIDTH AT THE BUILD LINE.

ADDRESSES SHOWN ON THIS PLAT ARE ACCURATE AT THE TIME THE PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF THE LEGAL DESCRIPTION.

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	525.00	002°28'38"	22.70	S05°53'08"E	22.70
C2	25.00	074°30'55"	32.51	S35°56'43"W	30.27
C3	25.00	090°00'00"	39.27	N61°47'49"W	35.36
C4	25.00	090°00'00"	39.27	S28°12'11"W	35.36
C5	200.00	015°29'05"	54.05	N09°03'17"W	53.89
C6	225.00	015°29'05"	60.81	S09°03'17"E	60.62
C7	250.00	015°29'05"	67.56	S09°03'17"E	67.36
C8	25.00	089°54'54"	39.23	N46°16'12"W	35.33
C9	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C10	25.00	089°54'54"	39.23	S46°16'12"E	35.33

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C11	25.00	090°05'06"	39.31	N43°43'48"E	35.38
C12	25.00	048°11'23"	21.03	N64°40'40"E	20.41
C13	50.00	156°58'06"	136.98	S60°55'58"E	97.99
C14	25.00	045°12'26"	19.73	S05°03'08"E	19.22
C15	525.75	020°30'08"	188.13	S17°23'24"E	187.13
C16	500.00	022°55'11"	200.01	S18°52'48"E	198.68
C17	475.00	022°35'33"	187.30	S19°02'37"E	186.09
C18	25.00	060°53'15"	26.57	S60°47'01"E	25.33
C19	50.00	060°53'15"	53.13	S60°47'01"E	50.67

Submitted
May 16, 2025

Routed for Review
May 23, 2025

Conditional NET subject to satisfactorily addressing the notes shown
May 29, 2025

EXISTING EASEMENT INFORMATION		
#	EASEMENT TYPE	DOC.#
1	15' UTILITY EASEMENT	2025026691
2	22' UTILITY EASEMENT	2025026681
3	17.5' UTILITY EASEMENT	2025026693
4	20' UTILITY EASEMENT	2025026690

SHEET 1 OF 4
BROOK CHASE PHASE IV
DATE OF PREPARATION: 05/16/2025
DETENTION DETERMINATION #DD-041525-20
BROKEN ARROW CASE NUMBER (PR-000741-2024)

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

P02: Ensure all numbering and lettering is consistent.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 38 BLOCK 2 OF BROOK CHASE PHASE III, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 126.14 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 22.70 FEET, A CHORD DISTANCE OF 22.70 FEET, AND A CHORD BEARING OF SOUTH 05°53'08" EAST;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 343.57 FEET;

THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 237.26 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF SOUTH 35°56'43" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 183.15 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 61°47'49" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 50.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 28°12'11" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 116.66 FEET;

THENCE NORTH 09°35'51" WEST, A DISTANCE OF 109.87 FEET;

THENCE NORTH 01°18'09" WEST, A DISTANCE OF 500.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 51.64 FEET;

THENCE NORTH 01°13'38" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 738.10 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 150.01 FEET;

THENCE SOUTH 37°10'41" EAST, A DISTANCE OF 102.61 FEET;

THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 160.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 436,827.86 SQUARE FEET OR 9.98 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE IV', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE IV"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

1. THE TEMPORARY EASEMENTS GRANTED HEREIN IS HEREBY ACKNOWLEDGED TO BE RUNNING WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM THE DATE OF THIS PLAT AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS, THE PROPERTY ON WHICH SAID EASEMENT IS SITUATED, IS SUBDIVIDED INTO LOTS, BLOCKS AND STREETS ACCORDING TO THE DIRECTIONS AND POLICIES OF THE CITY OF BROKEN ARROW PLANNING COMMISSION AS APPROVED BY THE BROKEN ARROW CITY COUNCIL, AND THE PLAT OF SAME IS FILED OF RECORD AT THE COUNTY CLERK'S OFFICE OF THE TULSA COUNTY COURT HOUSE, WHERE UPON FILING OF SAID PLAT, SAID EASEMENT IS TERMINATED, RELEASED AND CANCELED. THIS SHALL APPLY TO TEMPORARY UTILITY EASEMENT No.1, TEMPORARY UTILITY EASEMENT No.2, TEMPORARY UTILITY EASEMENT No.3 AND TEMPORARY ACCESS EASEMENT No.1 SHOWN ON THE FACE OF THIS PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'F' IN BROOK CHASE PHASE IV IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS,SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GI

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

F. ANNUAL ASSESSMENTS

(A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS ($150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.

(B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

(C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKL

BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

(A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.

(B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
7. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE III AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2025.

_____ _____
SIGNATURE TITLE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2025.

_____
SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

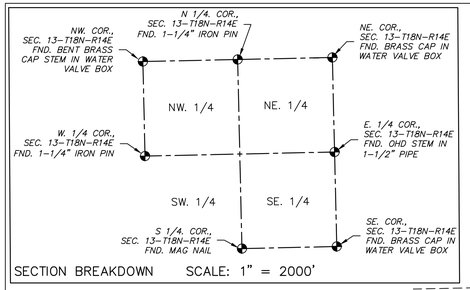
I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

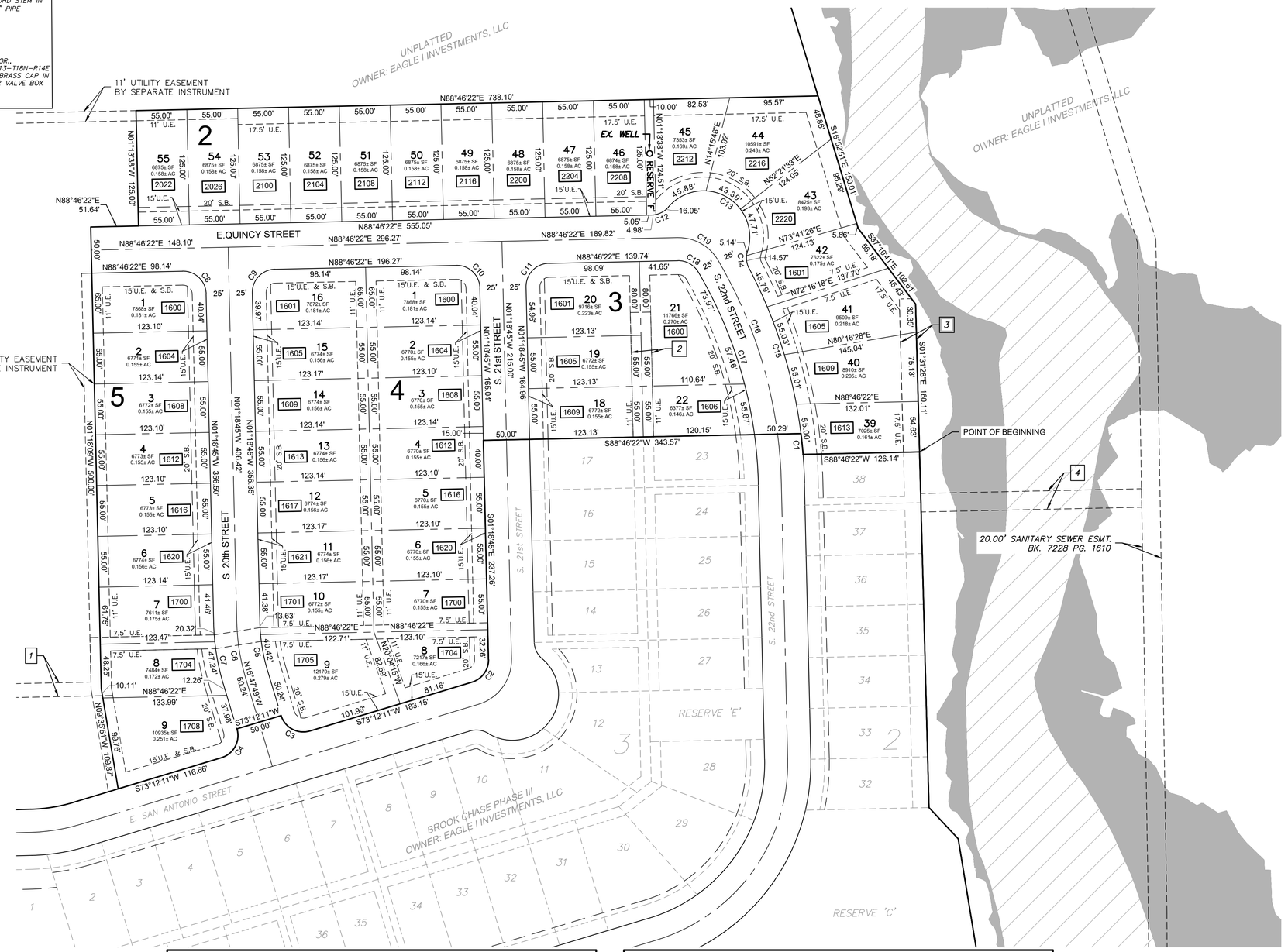
CONDITIONAL FINAL PLAT

BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) AND NORTHEAST QUARTER (NE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA



SECTION BREAKDOWN SCALE: 1" = 2000'


11' UTILITY EASEMENT BY SEPARATE INSTRUMENT
N88°46'22"E 738.10'
UNPLATTED OWNER: EAGLE I INVESTMENTS, LLC
EX. WELL
RESERVE 'F'
N88°46'22"E 51.64'
E.QUINCY STREET
N88°46'22"E 555.05'
N88°46'22"E 148.10'
N88°46'22"E 296.27'
N88°46'22"E 189.82'
N88°46'22"E 98.14'
N88°46'22"E 196.27'
N88°46'22"E 139.74'
11' UTILITY EASEMENT BY SEPARATE INSTRUMENT
S. 20th STREET
S. 21st STREET
S. 22nd STREET
POINT OF BEGINNING
S88°46'22"W 343.57'
S88°46'22"W 126.14'
20.00' SANITARY SEWER ESMT. BK. 7228 PG. 1610
RESERVE 'E'
RESERVE 'C'
E. SAN ANTONIO STREET
BROOK CHASE PHASE III OWNER: EAGLE I INVESTMENTS, LLC
S73°12'11"W 116.66'
S73°12'11"W 183.15'
S73°12'11"W 50.00'
N88°46'22"E 132.01'
S01°31'28"E 160.11'
S16°52'51"E 150.01'
S27°10'41"E 102.61'
N80°16'28"E 145.04'
N72°16'18"E 137.70'
N73°41'26"E 124.13'
N52°21'33"E 124.05'
N14°15'46"E 103.92'
N01°13'38"W 124.51'
N01°13'38"W 125.00'
N01°18'09"W 500.00'
N01°18'45"W 406.42'
N01°18'45"W 356.35'
N01°18'45"W 356.50'
N01°18'45"W 215.00'
N01°18'45"W 164.96'
N01°18'45"W 165.04'
S01°18'45"E 237.26'
N69°35'15"W 98.76'
N16°47'49"W 50.24'
N09°03'17"W 82.59'
S01°18'45"E 32.26'
S01°18'45"E 54.63'
S01°18'45"E 75.13'
S01°18'45"E 46.47'
S01°18'45"E 30.35'
S01°18'45"E 55.87'
S01°18'45"E 57.46'
S01°18'45"E 73.97'
S01°18'45"E 41.65'
S01°18'45"E 80.00'
S01°18'45"E 98.09'
S01°18'45"E 54.96'
S01°18'45"E 40.04'
S01°18'45"E 98.14'
S01°18'45"E 50.00'
S01°18'45"E 15.00'
S01°18'45"E 41.46'
S01°18'45"E 41.38'
S01°18'45"E 40.42'
S01°18'45"E 47.24'
S01°18'45"E 48.25'
S01°18'45"E 37.98'
S01°18'45"E 10.11'
S01°18'45"E 12.26'
S01°18'45"E 13.63'
S01°18'45"E 20.32'
S01°18'45"E 123.47'
S01°18'45"E 133.99'
S01°18'45"E 122.71'
S01°18'45"E 123.10'
S01°18'45"E 120.15'
S01°18'45"E 50.29'
S01°18'45"E 123.13'
S01°18'45"E 110.64'
S01°18'45"E 123.14'
S01°18'45"E 123.17'
S01°18'45"E 123.10'
S01°18'45"E 123.47'
S01°18'45"E 123.14'
S01°18'45"E 123.10'
S01°18'45"E 123.14'
S01°18'45"E 123.17'
S01°18'45"E 123.10'
S01°18'45"E 123.10

CONDITIONAL FINAL PLAT

BROOK CHASE PHASE IV

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS

EAGLE I INVESTMENTS, LLC, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA.

A TRACT OF LAND THAT IS A PART OF THE SOUTHEAST QUARTER (SE/4), OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 38 BLOCK 2 OF BROOK CHASE PHASE III, A FILED PLAT IN THE TULSA COUNTY CLERK'S OFFICE; THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 126.14 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, AN ARC DISTANCE OF 22.70 FEET, A CHORD DISTANCE OF 22.70 FEET, AND A CHORD BEARING OF SOUTH 05°53'08" EAST;

THENCE SOUTH 88°46'22" WEST, A DISTANCE OF 343.57 FEET;

THENCE SOUTH 01°18'45" EAST, A DISTANCE OF 237.26 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 32.51 FEET, A CHORD DISTANCE OF 30.27 FEET, AND A CHORD BEARING OF SOUTH 35°56'43" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 183.15 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF NORTH 61°47'49" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 50.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, A CHORD DISTANCE OF 35.36 FEET, AND A CHORD BEARING OF SOUTH 28°12'11" WEST;

THENCE SOUTH 73°12'11" WEST, A DISTANCE OF 116.66 FEET;

THENCE NORTH 09°35'51" WEST, A DISTANCE OF 109.87 FEET;

THENCE NORTH 01°18'09" WEST, A DISTANCE OF 500.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 51.64 FEET;

THENCE NORTH 01°13'38" WEST, A DISTANCE OF 125.00 FEET;

THENCE NORTH 88°46'22" EAST, A DISTANCE OF 738.10 FEET;

THENCE SOUTH 16°52'51" EAST, A DISTANCE OF 150.01 FEET;

THENCE SOUTH 37°10'41" EAST, A DISTANCE OF 102.61 FEET;

THENCE SOUTH 01°31'28" EAST, A DISTANCE OF 160.11 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 436,827.86 SQUARE FEET OR 9.98 ACRES, MORE OR LESS.

AND HAS CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND RESERVE AREAS IN CONFORMITY WITH THE ACCOMPANYING PLAT AND SURVEY (HEREINAFTER THE "PLAT") AND HAS ENTITLED AND DESIGNED THE SUBDIVISION AS 'BROOK CHASE PHASE IV', A SUBDIVISION IN THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA (HEREINAFTER THE "SUBDIVISION" OR "BROOK CHASE PHASE IV"). THE LOTS DEPICTED UPON THE PLAT SHALL HEREINAFTER BE REFERRED TO COLLECTIVELY AS THE "LOTS", AND INDIVIDUALLY AS A "LOT".

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS

THE DEVELOPER DOES HEREBY DEDICATE FOR THE PUBLIC USE THE STREETS, AS DESIGNATED ON THE ACCOMPANYING PLAT, AND DOES FURTHER DEDICATE FOR THE UTILITY EASEMENTS AS DESIGNATED ON THE ACCOMPANYING PLAT FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES, AND CABLE TELEVISION FACILITIES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON SAID UTILITY EASEMENTS AND RIGHT-OF WAYS FOR THE USES AND PURPOSES AFORESAID. NO BUILDING, STRUCTURE, OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION THAT WILL INTERFERE WITH THE PURPOSES AFORESAID, WILL BE PLACED, ERECTED, INSTALLED OR PERMITTED UPON THE EASEMENTS OR RIGHTS-OF-WAY AS SHOWN; PROVIDED, HOWEVER, THAT THE DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RELAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN SAID PLAT.

1. THE TEMPORARY EASEMENTS GRANTED HEREIN IS HEREBY ACKNOWLEDGED TO BE RUNNING WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR ONE (1) YEAR FROM THE DATE OF THIS PLAT AT WHICH TIME THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR UNLESS, THE PROPERTY ON WHICH SAID EASEMENT IS SITUATED, IS SUBDIVIDED INTO LOTS, BLOCKS AND STREETS ACCORDING TO THE DIRECTIONS AND POLICIES OF THE CITY OF BROKEN ARROW PLANNING COMMISSION AS APPROVED BY THE BROKEN ARROW CITY COUNCIL, AND THE PLAT OF SAME IS FILED OF RECORD AT THE COUNTY CLERK'S OFFICE OF THE TULSA COUNTY COURT HOUSE, WHERE UPON FILING OF SAID PLAT, SAID EASEMENT IS TERMINATED, RELEASED AND CANCELED. THIS SHALL APPLY TO TEMPORARY UTILITY EASEMENT No.1, TEMPORARY UTILITY EASEMENT No.2, TEMPORARY UTILITY EASEMENT No.3 AND TEMPORARY ACCESS EASEMENT No.1 SHOWN ON THE FACE OF THIS PLAT.

B. UNDERGROUND ELECTRIC AND COMMUNICATION SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC AND COMMUNICATION SERVICES MAY BE LOCATED ALONG WASHINGTON STREET. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE AND ELSEWHERE THROUGHOUT THE SUBDIVISION. ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND, IN THE EASEMENT-WAYS RESERVED FOR GENERAL UTILITY SERVICES, SHOWN ON THE ATTACHED PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN SAID EASEMENT-WAYS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED ON THE LOTS IN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS IT MAY BE LOCATED UPON EACH SAID LOT. THE SUPPLIERS OF ELECTRIC OR COMMUNICATION SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND EXCLUSIVE RIGHT-OF-WAY EASEMENT ON SAID LOT COVERING A FIVE-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF SUCH SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON SAID STRUCTURE.
3. THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF SAID UNDERGROUND ELECTRIC FACILITIES SO INSTALLED BY IT.
4. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES LOCATED ON HIS PROPERTY AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID ELECTRIC FACILITIES. THE UTILITY COMPANY WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS CONCERNING UNDERGROUND ELECTRIC AND COMMUNICATION FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF ELECTRIC OR COMMUNICATION SERVICE, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.

C. WATER AND SEWER SERVICE

1. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON OR IN HIS LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH PUBLIC WATER MAINS SHALL BE PROHIBITED.
3. THE CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. CITY OF BROKEN ARROW OR ITS SUCCESSORS WILL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER WILL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
5. OKLAHOMA NATURAL GAS CO. AND THE CITY OF BROKEN ARROW OR THEIR SUCCESSORS, THROUGH ITS PROPER AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL SUCH EASEMENT-WAYS SHOWN ON SAID PLAT, OR PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THEIR RESPECTIVE UNDERGROUND WATER OR SEWER FACILITIES.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW WATER, SEWER, SOLID WASTE, AND OKLAHOMA NATURAL GAS CO. OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND HEREBY.
7. A BACKFLOW PREVENTOR IS REQUIRED AT EACH BUILDING.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE THROUGH ITS AGENTS AND EMPLOYEES SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL SUCH EASEMENTS SHOWN ON THE PLAT OR AS PROVIDED FOR IN THIS CERTIFICATE OF DEDICATION FOR THE PURPOSE OF INSTALLING, REMOVING, REPAIRING, OR REPLACING ANY PORTION OF THE FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE VALVE OR LINE EXTENDING FROM THE GAS MAIN.
2. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED IN THEIR LOT AND SHALL PREVENT THE ALTERATION, GRADE, OR ANY OTHER CONSTRUCTION ACTIVITY WHICH WOULD THEREFORE WITH THE GAS SERVICE. THE SUPPLIER OF THE GAS SERVICE SHALL BE RESPONSIBLE FOR THE ORDINARY MAINTENANCE OF SAID FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR ITS AGENTS OR CONTRACTORS.
3. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. SURFACE DRAINAGE

EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCE OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. NO FENCING SHALL BE ALLOWED TO BE INSTALLED WITHIN AN OVERLAND DRAINAGE EASEMENT. HOME AND STRUCTURE CONSTRUCTION ON A LOT SHALL BE PERFORMED IN SUCH A MANNER AS TO PRESERVE THE INTENT OF THE STORMWATER CONVEYANCES AS PRESENTED ON THE APPROVED SUB-DIVISION PLAT.

F. OVERLAND DRAINAGE EASEMENT REQUIREMENTS

OVERLAND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE PROPERTY OWNER ASSOCIATION TO BE FORMED PURSUANT TO SECTION III ("THE PROPERTY OWNER ASSOCIATION") TO THE EXTENT NECESSARY TO ACHIEVE THE INTENDED DRAINAGE, RETENTION, AND DETENTION FUNCTIONS INCLUDING REPAIR OF APPURTENANCES AND REMOVAL OF OBSTRUCTIONS AND SILTATION. THE ASSOCIATION SHALL MAINTAIN THE OVERLAND DRAINAGE EASEMENT AREA IN ACCORDANCE WITH THE FOLLOWING MINIMUM STANDARDS:

1. GRASS AREAS SHALL BE MOWED (IN SEASON) AT REGULAR INTERVALS OF FOUR WEEKS, OR LESS.
2. CONCRETE APPURTENANCES SHALL BE MAINTAINED IN GOOD CONDITION AND REPLACED IF DAMAGED.
3. THE STORM WATER DETENTION EASEMENT AREA SHALL BE KEPT FREE OF DEBRIS.
2. CLEANING OF SILTATION AND VEGETATION FROM CONCRETE CHANNELS SHALL BE PERFORMED TWICE YEARLY.

G. FENCE REQUIREMENT ALONG WASHINGTON STREET:

1. FENCING AND WALLS ALONG WASHINGTON STREET SHALL MEET THE REQUIREMENTS OF SECTION 5.2.E.2.A OF THE CITY OF BROKEN ARROW ZONING ORDINANCE.
2. THE SIDE OR REAR YARDS OF RESIDENTIAL USES ADJACENT TO WASHINGTON STREET SHALL HAVE AN ARCHITECTURALLY ATTRACTIVE OPAQUE FENCE OF AT LEAST 6 FEET IN HEIGHT.
3. FENCING ALONG THE ARTERIAL STREETS (WASHINGTON STREET) SHALL BE INSTALLED BY THE DEVELOPER.
4. MAINTENANCE OF THE FENCE ALONG THE ARTERIAL STREET SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. FENCING PLANS SHALL BE PRESENTED TO AND APPROVED BY THE PLANNING COMMISSION AT THE SAME TIME LANDSCAPE PLANS ARE SUBMITTED FOR REVIEW.

H. PERMITTED USES AND MAINTENANCE IN RESERVE AREAS:

RESERVE AREA 'F' IN BROOK CHASE PHASE IV IS HEREBY DESIGNED AS OVERLAND DRAINAGE EASEMENT, UTILITY, AND RECREATION EASEMENT. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS PROPOSED TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION. RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH IS TO BE CONVEYED TO THE HOME OWNERS ASSOCIATION.

NO FENCE, WALL, BUILDING, OR OTHER OBSTRUCTIONS MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS UNLESS APPROVED BY THE STORMWATER MANAGER OF THE CITY OF BROKEN ARROW, OKLAHOMA.

SECTION II. DEVELOPMENT RESTRICTIONS

A. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL DECEMBER 31, 2031 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE OWNERS OF THE LOTS, THEN IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE, OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL ESTATE SITUATED IN SAID DEVELOPMENT OR SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, AND EITHER TO PREVENT HIM OR THEM FROM DOING SO, TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATIONS. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS AND THEY SHALL REMAIN IN FULL FORCE AND EFFECT.

1. EACH LOT MAY BE USED FOR ONLY ONE SINGLE FAMILY DWELLING.
2. NO BUILDING SHALL BE LOCATED NEARER THAN 20 FEET FROM THE FRONT LOT LINE, NOR NEARER THEN 5 FEET OF ANY SIDE LOT LINE.
3. NO NOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON, UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE, OR MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD. NO PART OF THE PROPERTY DESCRIBED SHALL BE USED FOR THE MAINTENANCE, CARE OR HOUSING OF SWINE, POULTRY, CATTLE OR HORSES.
4. EACH TRACT SHALL BE PERMITTED TO CONSTRUCT A STORAGE BUILDING, NOT TO EXCEED 120 SQUARE FEET, AND MUST BE MAINTAINED AND KEPT CLEAN AND IN AN ORDERLY CONDITION. THE STORAGE BUILDING MUST REFLECT THE COLORING AND FINISHES SCHEME OF THE ASSOCIATED DWELLING.
5. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED IN THIS TRACT SHALL, AT ANY TIME BE USED AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF TEMPORARY NATURE OR CHARTER BE USED AS A RESIDENCE.
6. NO DWELLING SHALL BE ERECTED ON ANY SINGLE FAMILY RESIDENTIAL LOT IN THE TRACT, THE LIVING AREA OF THE MAIN STRUCTURE OF WHICH, EXCLUSIVE OF OPEN PORCHES AND GARAGES, IS LESS THAN 1,500 SQUARE FEET IN AREA, AND THE EXTERIOR SURFACE OF ALL SINGLE FAMILY DWELLINGS SHALL BE 75% MASONRY.
7. ROOFING. THE ROOF OF THE DWELLING ERECTED ON ANY LOT SHALL BE WEATHERED WOOD TONE IN COLOR. A MINIMUM OF 6/12 FOR ROOF SYSTEMS SHALL BE USED.
8. FENCING. FENCING SHALL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND BE ERECTED TO OBSTRUCT THE VIEW OF STORAGE OF MOTOR HOMES, OUT BUILDINGS, ETC.
9. NO STRUCTURE PREVIOUSLY USED SHALL BE MOVED ONTO ANY LOT IN THIS SUBDIVISION.
10. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTE, OR FOR THE STORAGE OF MOTOR VEHICLES NOT IN USE BY THE OCCUPANT OF THE LOT, OR FOR REPAIR OF MOTOR VEHICLES OF ANY KIND.
11. NO MOTOR HOME, BOAT TRAILER, TRAVEL TRAILER OR SIMILAR RECREATIONAL VEHICLE SHALL BE LOCATED, PARKED, OR STORED WITHIN A SIDE, FRONT OR REAR YARD THAT IS NOT FENCED IN WITH A PRIVACY FENCE. PARKING ON STREETS IS NOT AUTHORIZED ON A ROUTINE BASIS.

B. DEFINITIONS

1. ARCHITECTURAL CONTROL COMMITTEE. ARCHITECTURAL CONTROL COMMITTEE SHALL MEAN THE ARCHITECTURAL CONTROL COMMITTEE APPOINTED AS PROVIDED IN SECTION II C. OF THIS DECLARATION.
2. ASSOCIATION. ASSOCIATION SHALL MEAN BROOK CHASE - PHASE I (AND ALL FUTURE PHASES) PROPERTY OWNERS ASSOCIATION, AN OKLAHOMA NON-PROFIT CORPORATION.
3. BOARD. BOARD SHALL MEAN THE BOARD OF DIRECTORS OF THE ASSOCIATION.
4. CHANGE IN THE EXISTING STATE OF PROPERTY. CHANGE IN THE EXISTING STATE OF PROPERTY SHALL MEAN AND INCLUDE, WITHOUT LIMITATION: (A) ANY CHANGE OR ALTERATION OF THE CONSTRUCTION, INSTALLATION, ALTERATION OR EXPANSION OF ANY TEMPORARY OR PERMANENT BUILDING, STRUCTURE OR OTHER IMPROVEMENT, INCLUDING BUT NOT LIMITED TO UTILITY FACILITIES, FENCING OR RECREATIONAL EQUIPMENT; (B) THE DESTRUCTION BY VOLUNTARY ACTION OR THE ABANDONMENT OF ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT; (C) THE EXCAVATION, FILLING OR SIMILAR DISTURBANCE OF THE SURFACE OF THE LAND; (D) THE LANDSCAPING OR PLANTING OF TREES, SHRUBS, LAWNS OR PLANTS, INCLUDING BUT NOT LIMITED TO VEGETABLE OR FLOWER GARDENS IN EXCESS OF 200 SQUARE FEET IN AREA, OR THE CLEARING (OTHER THAN REMOVAL OF DEAD TREES OR SHRUBS), MARRING, DEFACING OR DAMAGING OF TREES OR SHRUBS; (E) ANY CHANGE OR ALTERATION, INCLUDING WITHOUT LIMITATION ANY CHANGE OF COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE), TEXTURE OR EXTERIOR APPEARANCE OF ANY PREVIOUSLY APPROVED CHANGE IN THE EXISTING STATE OF PROPERTY; AND (F) ANY CHANGE OR ALTERATION OF THE COLOR (OTHER THAN THOSE COLORS APPROVED FROM TIME TO TIME BY THE APPLICABLE STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE) OF AWNINGS, SHUTTERS OR SIMILAR EXTERIOR ITEMS VISIBLE FROM ANOTHER LOT OR LOTS, COMMON AREAS OR THE PRIVATE STREETS, GATES, GATEHOUSE AND LANDSCAPE AREAS.
5. COMMON AREAS. COMMON AREAS SHALL MEAN ALL REAL PROPERTY IN WHICH THE ASSOCIATION NOW OR HEREAFTER OWNS AN INTEREST FOR THE COMMON USE AND ENJOYMENT OF ITS MEMBERS, AS DESCRIBED HEREOF.
6. COMPLIANCE EXPENDITURES. COMPLIANCE EXPENDITURES SHALL MEAN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, INCURRED BY THE ASSOCIATION (OR DECLARANT PRIOR TO ITS TRANSFER OF THE PERFORMANCE AND ENFORCEMENT OF THE RESPONSIBILITIES UNDER THIS DECLARATION TO THE ASSOCIATION) IN ORDER TO CAUSE COMPLIANCE BY ANY OWNER WITH THE PROVISIONS HEREOF OR ANY STANDARDS OF THE ARCHITECTURAL CONTROL COMMITTEE IN EFFECT.
7. DECLARANT. DECLARANT SHALL MEAN THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS. NO PARTY SHALL BE DEEMED A SUCCESSOR OR ASSIGN OF DECLARANT UNLESS SUCH PARTY IS SPECIFICALLY DESIGNATED AS A SUCCESSOR OR ASSIGNEE OF DECLARANT UNDER THIS DECLARATION BY A WRITTEN DESIGNATION OF SUCCESSOR ASSIGNEE EXECUTED BY DECLARANT. THE ASSOCIATION HEREINAFTER PROVIDED FOR MAY BECOME A SUCCESSOR OR ASSIGNEE OF DECLARANT.
8. DECLARATION. DECLARATION SHALL MEAN THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BROOK CHASE PHASE III.
9. LOT. LOT SHALL MEAN ANY PARCEL OF THE PROPERTY SHOWN ON THE PLAT AND IDENTIFIED THEREIN AS A LOT OR SITE. EXCLUDING THAT PORTION, IF ANY, OF SUCH LOT WHICH IS SHOWN ON THE PLAT AS BEING A PORTION OF THE COMMON AREAS, (OPEN SPACES) OR STREET AS SHOWN ON THE PLAT.
10. MEMBER. A MEMBER SHALL MEAN ANY PERSON OR ENTITY HOLDING MEMBERSHIP IN THE ASSOCIATION.
11. OWNER. OWNER SHALL MEAN THE PARTY OR PARTIES WHO OWN FEE SIMPLE TITLE TO A LOT OR OWN THAT ESTATE OR INTEREST WITH RESPECT TO A LOT, WHICH IS MOST NEARLY EQUIVALENT TO FEE SIMPLE TITLE.
12. PLAT. PLAT SHALL MEAN THE PLAT OF BROOK CHASE PHASE III, BROKEN ARROW, TULSA COUNTY, OKLAHOMA, RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK, AS IT MAY BE MODIFIED OR SUPPLEMENTED FROM TIME TO TIME.
13. RESERVE AREAS. THE MAINTENANCE OF ALL RESERVE AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION

C. ARCHITECTURAL CONTROL COMMITTEE - PLAN REVIEW:

1. NO BUILDING, FENCE, OR WALL SHALL BE ERECTED, PLACED OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS (FLOOR PLANS AND ELEVATIONS) AND SPECIFICATIONS, DRAINAGE AND GRADING PLANS, LANDSCAPE PLANS, EXTERIOR COLOR SCHEME AND MATERIAL THEREOF, AND PLOT PLAN, WHICH PLOT PLAN SHOWS THE LOCATION AND FACING OF SUCH BUILDING HAVE BEEN APPROVED IN WRITING BY A MAJORITY OF AN ARCHITECTURAL CONTROL COMMITTEE OR THEIR DULY AUTHORIZED REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF THE ABOVE NAMED COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS,SPECIFICATIONS, COLOR SCHEME MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE FAILS TO APPROVE OR DISAPPROVE ANY SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLANS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUCH SUBMISSION, SUCH APPROVAL SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.
2. THE ARCHITECTURAL CONTROL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION, AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL CONTROL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVED, DISAPPROVED OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL CONTROL COMMITTEES HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER. NOTHING HEREIN CONTAINED SHALL IN ANY WAY BE DEEMED TO PREVENT ANY OF THE OWNERS OF PROPERTY IN THIS SUBDIVISION FROM MAINTAINING ANY LEGAL ACTION RELATING TO IMPROVEMENT WITHIN THIS SUBDIVISION, WHICH THEY WOULD OTHERWISE BE ENTITLED TO MAINTAIN.
3. THE POWERS AND DUTIES OF THE COMMITTEE OR ITS DESIGNATED REPRESENTATIVE(S) SHALL CEASE ON THE DECEMBER 31, 2030, OR WHEN 95% OF THE ENTIRE PROJECT'S LOTS HAVE BEEN CLOSED, WHICHEVER OCCURS LATER, THEREAFTER, THE POWERS AND DUTIES OF THE COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS ASSOCIATION HEREAFTER PROVIDED FOR.
4. APPROVAL OF CHANGES REQUIRED. THE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE REQUIRED FOR ANY CHANGE IN THE EXISTING STATE OF PROPERTY BY OR ON BEHALF OF ANY PARTY OTHER THAN DECLARANT. EXCEPT FOR THE DECLARANT, NO WORK SHALL BE COMMENCED TO ACCOMPLISH A PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY UNTIL THE ARCHITECTURAL CONTROL COMMITTEE APPROVES THE CHANGE. NO PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY SHALL BE DEEMED TO HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE UNLESS SUCH APPROVAL IS IN WRITING, PROVIDED THAT APPROVAL SHALL BE DEEMED GIVEN IF THE ARCHITECTURAL CONTRO

7. GENERAL CRITERIA FOR ARCHITECTURAL CONTROL COMMITTEE: THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE COMPLETE DISCRETION TO APPROVE OR DISAPPROVE ANY CHANGE IN THE EXISTING STATE OF PROPERTY. THE ARCHITECTURAL CONTROL COMMITTEE SHALL EXERCISE SUCH DISCRETION WITH THE FOLLOWING OBJECTIVES IN MIND, AMONG OTHERS, (A) TO CARRY OUT THE GENERAL PURPOSES EXPRESSED IN THIS DECLARATION, (B) TO PREVENT VIOLATION OF ANY SPECIFIC PROVISION OF THIS DECLARATION OR ANY SUPPLEMENTARY DECLARATION, (C) TO PREVENT ANY CHANGE WHICH WOULD BE UNSAFE OR HAZARDOUS TO ANY PERSONS OR PROPERTIES; (D) TO MINIMIZE OBSTRUCTION OR DIMINUTION OF THE VIEW OF OTHERS, (E) TO PRESERVE VISUAL CONTINUITY, (F) TO ASSURE THAT ANY CHANGE WILL BE OF GOOD AND ATTRACTIVE DESIGN AND IN HARMONY WITH DEVELOPMENT ON OTHER PORTIONS OF THE PROPERTY, (G) TO ASSURE THAT MATERIALS AND WORKMANSHIP FOR ALL IMPROVEMENTS ARE OF HIGH QUALITY, COMPARABLE TO OTHER IMPROVEMENTS IN THE AREA, (H) TO ASSURE THE SAFETY OF PERSONS UTILIZING THE COMMON AREAS, AND (I) TO ASSURE THE FIRST-CLASS QUALITY OF THE VISUAL IMPACT OF ANY CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL ESTABLISH AND MODIFY FROM TIME TO TIME STANDARDS AND GUIDELINES FOR SUCH CHANGES IN THE EXISTING STATE OF PROPERTY, AS IT MAY DEEM APPROPRIATE.

8. COMPLETION OF WORK AFTER APPROVAL. AFTER APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PROPOSED CHANGE IN THE EXISTING STATE OF PROPERTY, THE PROPOSED CHANGE SHALL BE ACCOMPLISHED AS PROMPTLY AND DILIGENTLY AS POSSIBLE, IN COMPLETE CONFORMITY WITH THE DESCRIPTION OF THE PROPOSED CHANGE, AND WITH FINAL PLANS AND SPECIFICATIONS PROVIDED TO THE ARCHITECTURAL CONTROL COMMITTEE. FAILURE TO ACCOMPLISH THE CHANGE WITHIN ONE YEAR AFTER THE DATE OF APPROVAL OR TO COMPLETE THE PROPOSED CHANGE STRICTLY IN COMPLIANCE WITH THE DESCRIPTION THEREOF AND THE PLANS AND SPECIFICATION THEREFORE SHALL OPERATE AUTOMATICALLY TO REVOKE THE APPROVAL OF THE PROPOSED CHANGE, AND, UPON DEMAND BY THE ARCHITECTURAL CONTROL COMMITTEE, THE PROPERTY SHALL BE RESTORED AS NEARLY AS POSSIBLE TO ITS STATE EXISTING PRIOR TO ANY WORK IN CONNECTION WITH THE PROPOSED CHANGE. THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT AND AUTHORITY TO RECORD A NOTICE TO SHOW THAT ANY PARTICULAR CHANGE IN THE EXISTING STATE OF PROPERTY HAS NOT BEEN APPROVED OR THAT ANY APPROVAL GIVEN HAS BEEN REVOKED.

9. REMOVAL AND ALTERATION OF STRUCTURES; LIENS.

(A) IF ANY STRUCTURE SHALL BE ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT OR ANY NEW USE COMMENCED ON ANY LOT OTHERWISE THAN IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE PURSUANT TO THE PROVISIONS OF THIS DECLARATION, SUCH ALTERATION, ERECTION, MAINTENANCE OR USE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN IN VIOLATION OF THIS ARTICLE AND WITHOUT THE APPROVAL REQUIRED HEREIN. UPON WRITTEN NOTICE FROM THE ARCHITECTURAL CONTROL COMMITTEE, ANY SUCH STRUCTURE SO ALTERED, ERECTED, PLACED OR MAINTAINED UPON ANY LOT IN VIOLATION HEREOF SHALL BE REMOVED OR RE-ALTERED AND ANY SUCH USE SHALL BE TERMINATED SO AS TO EXTINGUISH SUCH VIOLATION.

(B) IF FIFTEEN (15) DAYS AFTER ANY NOTICE OF VIOLATION REFERRED TO IN (A) ABOVE, THE OWNER OF THE LOT UPON WHICH SUCH VIOLATION EXISTS SHALL NOT HAVE TAKEN REASONABLE STEPS TOWARD THE REMOVAL OR TERMINATION OF THE SAME, THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL HAVE THE RIGHT, THROUGH THEIR AGENTS AND EMPLOYEES, TO ENTER UPON SUCH LOT AND TAKE SUCH STEPS AS MAY BE NECESSARY TO EXTINGUISH SUCH VIOLATION, AND THE COST THEREOF SHALL BE A BINDING, PERSONAL OBLIGATION OF SUCH OWNER AND THE COST MAY MATURE INTO A LIEN (ENFORCEABLE IN THE SAME MANNER AS A MORTGAGE) UPON THE LOT(S) IN QUESTION IN THE FOLLOWING MANNER: THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE MAY RECORD AN AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, STATING, (I) THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE LIEN IS CLAIMED, (II) THE NAME(S) OF THE OWNER(S) OF SAID PROPERTY; AND (III) THE AMOUNT OF THE REMOVAL AND ALTERATION CHARGES WHICH ARE UNPAID. THE LIEN SHALL BE CREATED AT THE TIME OF THE FILING AND RECORDING OF THE AFFIDAVIT AND SUCH LIEN SHALL BE SUPERIOR TO ALL OTHER CHARGES. LIENS OR ENCUMBRANCES WHICH MAY THEREAFTER IN ANY MANNER ARISE OR BE IMPOSED UPON THE PROPERTY, WHETHER ARISING FROM OR IMPOSED BY JUDGMENT OR DECREE OR BY ANY AGREEMENT, CONTRACT, MORTGAGE OR OTHER INSTRUMENT, SAVING AND EXCEPTING ONLY SUCH LIENS FOR TAXES OR OTHER PUBLIC CHARGES AS ARE BY APPLICABLE LAW MADE SUPERIOR.

(C) IN THE EVENT A LIEN IS OBTAINED PURSUANT TO THIS DECLARATION AND THEREAFTER THE REMOVAL OR ALTERATION CHARGES, PLUS INTEREST AT A RATE EQUAL TO 9% PER ANNUM (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), SHALL BE FULLY PAID. THE ASSOCIATION OR THE ARCHITECTURAL CONTROL COMMITTEE SHALL, WITHIN TEN (10) DAYS FOLLOWING PAYMENT; (I) FILE WITH THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA AN AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES WHICH CREATED THE LIEN WHICH HAS BEEN SATISFIED; (II) STATE THE LEGAL DESCRIPTION OF THE PROPERTY AFFECTED; AND (III) STATE THE NAME(S) OF THE OWNER(S) OF THE PROPERTY. THE RECORDING OF THE AFFIDAVIT OF PAYMENT OF REMOVAL OR ALTERATION CHARGES SHALL FULLY AND COMPLETELY RELEASE THE LIEN REFERRED TO IN SAID AFFIDAVIT, AND SAID AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE TO ANY PURCHASER OR ENCUMBRANCE OR AS TO ANY TITLE INSURER OR TITLE EXAMINER THAT THE PRE-EXISTING LIEN HAS BEEN FULLY AND COMPLETELY RELEASED AND DISCHARGED.

(D) IN THE EVENT OF ANY TRANSFER, SALE OR ASSIGNMENT OF ANY LOT OR LOTS TO A BONA FIDE PURCHASER, AND IN THE EVENT THAT NO AFFIDAVIT OF NONPAYMENT OF REMOVAL OR ALTERATION CHARGES HAS BEEN RECORDED AS PROVIDED IN THIS SECTION PRIOR TO SUCH TRANSFER, SALE OR ASSIGNMENT; ANY SUCH AFFIDAVIT FILED SUBSEQUENT TO THE ABOVE REFERENCED TRANSFER, SALE OR ASSIGNMENT SHALL BE INVALID AND UNENFORCEABLE.

10. RIGHT OF INSPECTION. THE ASSOCIATION, THE ARCHITECTURAL CONTROL COMMITTEE OR ANY OF THEIR AGENTS MAY, AT ANY REASONABLE TIME OR TIMES, AND WITH REASONABLE NOTICE, ENTER UPON AND INSPECT ANY LOT OR THE EXTERIOR OF ANY IMPROVEMENTS THEREON FOR THE PURPOSE OF ASCERTAINING WHETHER THE MAINTENANCE OF SUCH LOT AND THE MAINTENANCE, CONSTRUCTION OR ALTERATION OF STRUCTURES THEREON ARE IN COMPLIANCE WITH THE PROVISIONS HEREOF; AND NEITHER THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION NOR ANY SUCH AGENT SHALL BE DEEMED TO HAVE COMMITTED A TRESPASS OR OTHER WRONGFUL ACT BY REASON OF SUCH ENTRY OR INSPECTION.

11. ESTOPPEL CERTIFICATE. THE ASSOCIATION SHALL BE AUTHORIZED TO, AND SHALL, UPON THE REASONABLE REQUEST OF ANY INTERESTED PERSON, AFTER CONFIRMING NECESSARY FACTS WITH THE ARCHITECTURAL CONTROL COMMITTEE, FURNISH A CERTIFICATE WITH RESPECT TO APPROVAL OR DISAPPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY CHANGE IN THE EXISTING STATE OF PROPERTY, AND ANY PERSON, WITHOUT ACTUAL NOTICE TO THE CONTRARY, SHALL BE ENTITLED TO RELY ON SAID CERTIFICATE WITH RESPECT TO ALL MATTERS SET FORTH THEREIN. THIS CERTIFICATE MAY BE A SET OF ARCHITECTURAL PLANS SIGNED BY THE COMMITTEE.

12. VARIANCES BY ARCHITECTURAL CONTROL COMMITTEE. THE ARCHITECTURAL CONTROL COMMITTEE MAY AUTHORIZE VARIANCE FROM COMPLIANCE WITH ANY OF THE PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN EITHER THIS DECLARATION OR SUCH COMMITTEE'S STANDARDS IN EFFECT FROM TIME TO TIME IN THE ARCHITECTURAL CONTROL COMMITTEE'S SOLE DESCRECTION. SUCH VARIANCES MUST BE EVIDENCED IN WRITING AND MAY BE RECORDED, IF SUCH VARIANCES ARE GRANTED. NO VIOLATION OF THE PROVISIONS, COVENANTS, RESTRICTIONS OR CONDITIONS CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO HAVE OCCURRED WITH RESPECT TO THE MATTER FOR WHICH THE VARIANCE WAS GRANTED, AND SUBSEQUENT OWNERS MAY RELY ON AND SHALL BE BOUND BY THE PROVISIONS SET FORTH IN THE VARIANCE. THE GRANTING OF SUCH A VARIANCE SHALL NOT OPERATE TO WAIVE ANY OF THE PROVISIONS, COVENANTS, CONDITIONS OR RESTRICTIONS CONTAINED IN THIS DECLARATION FOR ANY PURPOSE EXCEPT AS TO THE PARTICULAR PORTION OF THE PROPERTY AND THE PARTICULAR PROVISION COVERED BY THE VARIANCE. THE ARCHITECTURAL CONTROL COMMITTEE MAY ALSO APPROVE APPLICATIONS WHICH DEVIATE FROM THE SUBMISSION PROCESS OR MATERIALS OTHERWISE REQUIRED HEREUNDER, E.G., THE ARCHITECTURAL CONTROL COMMITTEE MAY APPROVE PLAN TYPES OF HOMES TO BE CONSTRUCTED.

13. DEVELOPMENT BY DECLARANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PROVISIONS OF THIS ARTICLE SHALL NOT APPLY TO DECLARANT'S CONSTRUCTION OF STREETS, SEWERS, UTILITIES, WALLS, LANDSCAPING, RECREATIONAL IMPROVEMENTS, SIDEWALKS AND SIMILAR ITEMS.

D. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.

1. THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSIST OF THREE (3) MEMBERS, WHICH MEMBERS SHALL INITIALLY BE APPOINTED BY DECLARANT UPON RELINQUISHMENT OF SUCH RIGHTS BY DECLARANT AS HEREAFTER PROVIDED BY THE BOARD. DECLARANT MAY RELINQUISH ITS RIGHTS OR ANY PORTION THEREOF UNDER THIS SECTION C TO THE BOARD BY ADVISING THE BOARD IN WRITING OF ITS INTENT TO DO SO, AND IN SUCH EVENT, THE ASSOCIATION SHALL HAVE THE AUTHORITY OF DECLARANT UNDER THIS SECTION. DECLARANT SHALL RELINQUISH SUCH RIGHTS AT OR PRIOR TO, SUCH TIME AS DECLARANT SHALL CEASE TO OWN ANY LOTS. THE ASSOCIATION SHALL PROMPTLY FURNISH THE NAMES AND ADDRESSES OF THE CURRENT MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE TO ANY INTERESTED PERSON.
2. ACTION BY ARCHITECTURAL CONTROL COMMITTEE. THE VOTE OR WRITTEN CONSENT OF ANY TWO (2) MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL CONSTITUTE ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE.
3. POWER TO EMPLOY CONSULTANTS. THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE EMPOWERED TO EMPLOY CONSULTANTS AND AGENTS, AS IT MAY DEEM NECESSARY TO ASSIST IT IN THE PERFORMANCE OF ITS DUTIES.
4. ASSOCIATION PAYMENT OF COMPENSATION AND COSTS. THE ASSOCIATION IS AUTHORIZED TO PAY ANY REASONABLE COMPENSATION TO MEMBERS OF THE ARCHITECTURAL CONTROL COMMITTEE FOR ACTUAL SERVICES RENDERED AND TO REIMBURSE THE MEMBERS OF SAID COMMITTEE FOR ACTUAL AND REASONABLE EXPENSES INCURRED, AND SHALL BE ENTITLED TO UTILIZE FOR SUCH PURPOSES THE FEE PAYABLE FOR REVIEW OF PROPOSED CHANGES IN THE EXISTING STATE OF PROPERTY TOGETHER WITH OTHER FUNDS OF THE ASSOCIATION, IF NECESSARY.

E. ASSOCIATION

1. FORMATION OF ASSOCIATION. THE ASSOCIATION HAS BEEN INCORPORATED AS A NON-PROFIT CORPORATION FOR A PERPETUAL TERM UNDER THE LAWS OF THE STATE OF OKLAHOMA.
2. PURPOSE OF ASSOCIATION. THE ASSOCIATION WILL BE FORMED TO FURTHER THE COMMON INTERESTS OF THE MEMBERS AND TO PERFORM THE FUNCTIONS HEREINAFTER REQUIRED OR PERMITTED TO BE PERFORMED BY THE ASSOCIATION.
3. NONCOMPLIANCE BY OWNERS. IN THE EVENT OF THE FAILURE BY AN OWNER TO COMPLY WITH ANY PROVISION OF THIS DECLARATION AND ANY STANDARDS IN EFFECT FROM TIME TO TIME AS ADOPTED BY THE ARCHITECTURAL CONTROL COMMITTEE, THE ASSOCIATION, AFTER WRITTEN NOTICE, MAILED OR DELIVERED TO THE OWNER AT HIS OR HER LAST KNOWN ADDRESS, SHALL BE AUTHORIZED AND HAVE THE POWER TO TAKE SUCH ACTION AS THE ASSOCIATION DEEMS NECESSARY OR DESIRABLE TO CAUSE COMPLIANCE WITH THE PROVISIONS OF THIS DECLARATION OR SUCH STANDARDS WITH RESPECT TO SUCH LOT OWNER. ALL COMPLIANCE EXPENDITURES SHALL BE PAYABLE BY SUCH OWNER ON DEMAND BY THE ASSOCIATION.
4. RULES AND REGULATIONS: THE ASSOCIATION SHALL BE AUTHORIZED AND HAVE THE POWER TO ADOPT AND ENFORCE RULES AND REGULATIONS TO REGULATE USE OF THE PROPERTY. EACH OWNER SHALL BE OBLIGATED TO COMPLY WITH AND TO SEE THAT SUCH OWNER'S TENANTS, GUESTS, AND INVITEES COMPLY WITH ANY SUCH RULES AND REGULATIONS. ADDITIONALLY, THE BOARD MAY FROM TIME TO TIME PROVIDE FOR ENFORCEMENT OF ANY SUCH RULES AND REGULATIONS AND PROVISIONS OF THIS DECLARATION BY IMPOSING REASONABLE AND UNIFORMLY APPLIED FINES.
5. INITIAL PERFORMANCE BY DECLARANT. THE INITIAL PERFORMANCE OF THE FUNCTIONS OF THE ASSOCIATION AND THE BOARD AS SPECIFIED IN THIS DECLARATION AND THE EXERCISE AND ENFORCEMENT OF RIGHTS (INCLUDING COLLECTION AND USE OF ASSESSMENTS) AND REMEDIES GIVEN TO THE ASSOCIATION HEREIN FOR THE PURPOSES HEREIN STATED MAY BE CONDUCTED BY DECLARANT IN LIEU OF THE ASSOCIATION AND/OR THE BOARD. DECLARANT SHALL TRANSFER ALL OF THE FOREGOING RIGHTS AND RESPONSIBILITIES TO THE ASSOCIATION OR ANY SUCCESSOR(S) THERETO AT ANY TIME ON OR BEFORE THIRTY (30) DAYS FOLLOWING THE SALE OF THE LAST LOT OWNED BY DECLARANT BUT MAY TRANSFER SUCH RIGHTS AND RESPONSIBILITIES AT SUCH EARLIER DATE AS IT MAY SO DESIRE.
6. MASTER PROPERTY OWNERS ASSOCIATION. PROPERTY OWNERS ASSOCIATION WILL BE COMPRISED OF THE ENTIRE 40 ACRES OF BROOK CHASE PHASE-I. FUTURE SECTIONS OF THE BROOK CHASE DEVELOPMENT YET TO BE NAMED. WILL BE INCLUDED IN THE PROPERTY OWNER ASSOCIATION.

SECTION III. OPERATIONS OF THE ASSOCIATION, ASSESSMENTS

A. MEMBERSHIP IN THE ASSOCIATION. MEMBERSHIP IN THE ASSOCIATION IS MANDATORY FOR LOT OWNERS. THE OWNER OF A LOT SHALL AUTOMATICALLY BE THE HOLDER OF A MEMBERSHIP IN THE ASSOCIATION APPURTENANT TO THAT LOT, AND THE ASSOCIATION MEMBERSHIP FOR THAT LOT SHALL AUTOMATICALLY PASS WITH FEE SIMPLE TITLE TO THAT LOT. IN THE EVENT ANY OWNER SHALL HAVE ENTERED INTO A CONTRACT TO SELL HIS OR HER INTEREST IN A LOT AND IF THE CONTRACT VENDEE IS IN POSSESSION OF THE LOT, HE OR SHE SHALL BE CONSIDERED TO BE THE MEMBER RATHER THAN THE OWNER. THERE SHALL BE ONE (1) VOTE FOR EACH LOT. WHEN MORE THAN ONE PERSON HOLDS AN INTEREST IN ANY LOT, ALL OF SUCH PERSONS SHALL BE MEMBERS, BUT, EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL MORE THAN ONE (1) VOTE BE CAST WITH RESPECT TO ANY LOT. THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THE OWNERS THEREOF MAY DETERMINE AMONG THEMSELVES, PROVIDED THAT IF THEY ARE UNABLE TO SO DETERMINE, NONE OF SUCH MEMBERS SHALL BE ENTITLED TO VOTE. NOTWITHSTANDING THE FOREGOING, DECLARANT SHALL BE ENTITLED TO FOUR (4) VOTES FOR EACH SINGLE LOT OF WHICH IT IS THE OWNER.

B. BOARD OF DIRECTORS. THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY THE BOARD, WHICH MAY, HOWEVER, BY RESOLUTION, DELEGATE ANY PORTION OF ITS AUTHORITY TO AN EXECUTIVE COMMITTEE OR AN OFFICER, EXECUTIVE MANAGER OR DIRECTOR OF THE ASSOCIATION. THE MEMBERS OF THE BOARD SHALL BE ELECTED BY THE MEMBERS; PROVIDED, HOWEVER, DECLARANT SHALL HAVE THE RIGHT TO APPOINT THE MEMBERS OF THE BOARD UNTIL IT EITHER (A) NO LONGER OWNS A LOT, OR (B) RELINQUISHES ITS RIGHT TO APPOINT BOARD MEMBERS, WHICHEVER FIRST OCCURS.

C. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

D. CERTIFICATE OF INCORPORATION AND BYLAWS. THE PURPOSES AND POWERS OF THE ASSOCIATION AND THE RIGHTS AND OBLIGATIONS WITH RESPECT TO MEMBERS SHALL BE AMPLIFIED BY PROVISIONS OF THE ARTICLES OF INCORPORATION AND BYLAWS OF THE ASSOCIATION. SUCH ARTICLES AND BYLAWS INCLUDE PROVISIONS WITH RESPECT TO CORPORATE MATTERS, INCLUDING PROVISIONS SUCH AS NOTICES, RECORD DATES AND QUORUMS FOR MEETINGS OF DIRECTORS AND MEMBERS. BUT NO SUCH PROVISIONS MAY BE INCONSISTENT WITH ANY PROVISIONS OF THIS DECLARATION.

E. ASSESSMENTS. ALL OF THE LOTS SHALL BE SUBJECT TO AN ANNUAL ASSESSMENT CHARGE AS SET FORTH IN SECTION III. E. (A) HEREOF, WHICH IS DUE AND PAYABLE BY THE RESPECTIVE OWNERS THEREOF TO THE ASSOCIATION ANNUALLY IN ADVANCE ON THE FIRST DAY OF JULY IN EACH YEAR. THE BOARD MAY PERMIT THE ANNUAL ASSESSMENT CHARGE TO BE PAID EITHER ANNUALLY, SEMI-ANNUALLY OR MONTHLY AND SHALL HAVE THE FURTHER RIGHT TO REQUIRE PAYMENT OF THE SAME IN ADVANCE. ANNUAL ASSESSMENTS SHALL COMMENCE UPON SALE OF A LOT TO THE HOMEOWNER. THAT IS; ASSESSMENTS COMMENCE UPON THE SALE OF A NEW HOME.

F. ANNUAL ASSESSMENTS

(A) THE ANNUAL ASSESSMENT (IN ADDITION TO SUMS ASSESSED PURSUANT TO OTHER SECTIONS HEREOF) FOR THE CALENDAR YEAR BEGINNING 2019, SHALL BE ONE HUNDRED FIFTY DOLLARS ($150.00) PER LOT. THE BOARD MAY INCREASE THE ANNUAL ASSESSMENT FOR ANY SUBSEQUENT CALENDAR YEAR BUT SUCH INCREASE SHALL NOT BE IN EXCESS OF TEN PERCENT (10%) COMPOUNDED ABOVE THE MAXIMUM PERMITTED ANNUAL ASSESSMENT FOR THE PREVIOUS YEAR, EXCEPT AS PROVIDED IN SECTION III, E. (B) BELOW.

(B) THE ANNUAL ASSESSMENT FOR ANY YEAR COMMENCING AFTER 2019 MAY BE INCREASED TO AN AMOUNT GREATER THAN THAT PERMITTED BY SUBSECTION (A) OF THIS SECTION III, E ONLY BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

(C) SUB-ASSOCIATIONS MAY REQUIRE ADDITIONAL ASSESSMENT FEES TO CARE FOR GATED AND PRIVATE STREETS ALONG WITH ASSOCIATED LANDSCAPING.

G. USE OF ASSESSMENT FUNDS. ASSESSMENT FUNDS SHALL BE USED FOR PURPOSES AS THE ASSOCIATION SHALL DETERMINE NECESSARY AND ADVISABLE, WHICH MAY INCLUDE BUT SHALL NOT BE LIMITED TO THE FOLLOWING: FOR IMPROVING AND MAINTAINING THE COMMON AREAS AND OTHER PROPERTY OF THE ASSOCIATION, INCLUDING GUARDHOUSES, IF ANY; FOR PLANTING TREES AND SHRUBBERY AND THE CARE THEREOF; FOR PAYMENT OF EXPENSES INCIDENTAL TO THE PROPER OPERATION AND MAINTENANCE OF FACILITIES LOCATED WITHIN THE COMMON AREAS; FOR OPERATION AND MAINTENANCE OF DETENTION PONDS (INCLUDING DREDGING OF SILT, AS REQUIRED) AND CARE OF SURROUNDING LANDSCAPED AREAS; FOR MAINTENANCE OF IRRIGATION SYSTEMS; FOR EMPLOYING NIGHT WATCHMEN; FOR CARING FOR VACANT PROPERTY; FOR REMOVING GRASS OR WEEDS; FOR STREET CLEANING; FOR STREET REPAIRS AND STREET LIGHTS; FOR CONSTRUCTING, PURCHASING, MAINTAINING OR OPERATING ANY COMMUNITY SERVICE; FOR PURCHASE OF INSURANCE; FOR LEGAL COSTS AND EXPENSES; FOR SUPPLIES AND FERTILIZERS; FOR SNOW REMOVAL; OR FOR DOING ANY OTHER THING NECESSARY OR ADVISABLE, THAT IN THE OPINION OF THE ASSOCIATION, IS FOR THE GENERAL WELFARE OF THE OWNERS; FOR EXPENSES INCIDENTAL TO THE ENFORCEMENT OF THESE RESTRICTIONS FOR THE PAYMENT OF OPERATING EXPENSES OF THE ASSOCIATION; OR FOR ANY OTHER PURPOSE WITHIN THE PURPOSES FOR WHICH THE ASSOCIATION IS INCORPORATED.

H. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE ASSOCIATION MAY LEVY, IN ANY ASSESSMENT YEAR, A SPECIAL ASSESSMENT APPLICABLE TO THAT YEAR ONLY FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREAS, INCLUDING FIXTURES AND PERSONAL PROPERTY RELATED THERETO, PROVIDED THAT ANY SUCH ASSESSMENT SHALL HAVE THE CONSENT OF A MAJORITY OF THE MEMBERS WHO ARE VOTING IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR SUCH PURPOSE.

I. LIEN FOR ASSESSMENTS, FINES AND COMPLIANCE EXPENDITURES. THE ASSOCIATION SHALL HAVE A LIEN AGAINST EACH LOT TO SECURE PAYMENT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING THE ASSOCIATION BY THE OWNER OF THAT LOT, PLUS INTEREST FROM THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AT A RATE EQUAL TO FOUR PERCENT (4%) PER ANNUM OVER THE PRIME INTEREST RATE ADJUSTED ON EACH DAY ON WHICH THERE OCCURS A CHANGE IN SAID PRIME INTEREST RATE (PROVIDED THAT THE INTEREST RATE SHALL NEVER EXCEED THE MAXIMUM ALLOWED BY LAW), IN ADDITION TO ALL COSTS AND EXPENSES OF COLLECTING THE UNPAID AMOUNT, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES. THE LIEN MAY BE FORECLOSED IN THE MANNER FOR FORECLOSURE OF MORTGAGES IN THE STATE OF OKLAHOMA. THE LIEN PROVIDED HEREIN SHALL BE JUNIOR TO THE LIEN OF ANY FIRST MORTGAGE ON ANY LOT TAKEN IN GOOD FAITH AND FOR VALUE AND PERFECTED BY RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF TULSA COUNTY, OKLAHOMA, PRIOR TO THE TIME AND RECORDING IN SAID OFFICE OF A NOTICE OF LIEN, BUT SHALL BE PRIOR TO ANY AND ALL OTHER LIENS. THE NOTICE OF LIEN SHALL SET FORTH THE AMOUNT OF ANY ASSESSMENT, FINE, COMPLIANCE EXPENDITURE OR OTHER AMOUNT DUE AND OWING TO THE ASSOCIATION, SPECIFYING THE DATE SUCH AMOUNT WAS DUE AND PAYABLE AND FROM WHICH INTEREST ACCRUES, SPECIFYING ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF COLLECTING THE UNPAID AMOUNT TO THE DATE OF RECORDING SUCH NOTICE OF LIEN, DESCRIBING THE LOT AFFECTED BY THE LIEN AND SPECIFYING THE NAME OR NAMES LAST KNOWN TO THE ASSOCIATION OF THE OWNER OR OWNERS OF THE LOT. EACH OWNER ACKNOWLEDGES AND AGREES, BY ACCEPTANCE OF SUCH OWNER'S DEED OR OTHER INTEREST IN ANY LOT SUBJECT TO THIS DECLARATION, THAT THE LIEN OF THE ASSOCIATION FOR ASSESSMENTS DUE HEREUNDER, AND FOR ALL OTHER SUMS WHICH MAY BECOME DUE THE ASSOCIATION HEREUNDER FROM AN OWNER, SHALL BE SUPERIOR TO ANY HOMESTEAD EXEMPTION AS IS NOW OR MAY HEREAFTER BE PROVIDED BY OKLAHOMA OR FEDERAL LAW. THE ACCEPTANCE OF A DEED OR OTHER INTEREST TO A LOT SUBJECT TO THIS DECLARATION SHALL CONSTITUTE AN EXPRESS WAIVER OF THE HOMESTEAD EXEMPTION AS AGAINST ALL SUMS, WHICH MAY BECOME DUE THE ASSOCIATION FROM THE OWNER OF SUCH LOT.

J. SUCCESSORS' LIABILITY FOR ASSESSMENTS. THE ASSOCIATION'S LIEN FOR DELINQUENT ASSESSMENTS, DAMAGES, COSTS, EXPENSES, COMPLIANCE EXPENDITURES, ATTORNEY FEES AND ALL OTHER CHARGES ALLOWED HEREUNDER AGAINST A LOT SHALL PASS TO AN OWNER'S SUCCESSORS IN TITLE, REGARDLESS OF WHETHER SAID OBLIGATION WAS EXPRESSLY ASSUMED BY THEM, EXCEPT WITH RESPECT TO THE SALE OR TRANSFER OF ANY LOT WHICH IS SUBJECT TO ANY MORTGAGE PURSUANT TO A DECREE OF FORECLOSURE UNDER SUCH MORTGAGE OR ANY PROCEEDING IN LIEU OF FORECLOSURE THEREOF.

K. NO OFFSETS. ALL ASSESSMENTS SHALL BE PAYABLE IN THE AMOUNTS SPECIFIED IN THE LEVY THEREOF, AND NO OFFSETS OR REDUCTIONS THEREOF SHALL BE PERMITTED FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY CLAIM OF NON-USE OF THE COMMON AREAS OR ANY CLAIM THAT DECLARANT, THE ASSOCIATION, THE BOARD OF THE ARCHITECTURAL CONTROL COMMITTEE IS NOT OR HAS NOT PROPERLY EXERCISED ITS DUTIES AND POWERS UNDER THIS DECLARATION.

L. MAINTENANCE OF THE FENCE AND LANDSCAPING ALONG WASHINGTON STREET AND THE RESERVE AREAS ARE THE RESPONSIBILITY OF THE PROPERTY OWNER, WHICH SHALL BE THE HOMEOWNERS' ASSOCIATION.

SECTION IV. PRIVATE DEVELOPMENT RESTRICTIONS ON USE OF THE PROPERTY

A. LIMITATION ON IMPROVEMENTS. NO LOT SHALL BE IMPROVED EXCEPT WITH A RESIDENTIAL STRUCTURE DESIGNED TO ACCOMMODATE NO MORE THAN A SINGLE-FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS, PLUS OTHER IMPROVEMENTS AND STRUCTURES AS ARE NECESSARY OR CUSTOMARILY INCIDENT TO A SINGLE-FAMILY RESIDENCE, ALL AS APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE. NO PERMANENT OUTDOOR RECREATIONAL IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL BE PERMITTED, EXCEPT WITH THE SPECIFIC WRITTEN CONSENT OF THE ARCHITECTURAL CONTROL COMMITTEE, WHICH CONSENT SHALL NOT BE GRANTED UNLESS THE ARCHITECTURAL CONTROL COMMITTEE DETERMINES THAT SUCH IMPROVEMENTS, FACILITIES OR EQUIPMENT SHALL NOT BE UNDULY APPARENT FROM OTHER LOTS OR CONSTITUTE AN INFRINGEMENT OF THE USE AND OCCUPANCY OF OTHER LOTS.

B. RIGHTS OF BROKEN ARROW. COMMON AREAS AND LANDSCAPE EASEMENT AREAS, AS SHOWN ON THE PLAT, HAVE BEEN DESIGNATED AS THE COMMON AREAS AND ARE TO BE CONVEYED TO THE ASSOCIATION AT A LATER DATE. FOLLOWING SUCH CONVEYANCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE COMMON AREAS. IN THE EVENT THAT DECLARANT OR THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS, SHALL FAIL AT ANY TIME TO MAINTAIN THE COMMON AREAS, BROKEN ARROW MAY PROCEED WITH PUBLIC NUISANCE ABATEMENT PROCEDURES IN ACCORDANCE WITH THE APPROPRIATE OKL

N. MODEL HOMES AND REAL ESTATE OFFICES. ALL ELSE HEREIN NOTWITHSTANDING, ANY LOT OWNED BY DECLARANT OR PERSONS SO AUTHORIZED BY DECLARANT MAY BE USED FOR A MODEL HOME OR REAL ESTATE OFFICE UNTIL RESIDENCES HAVE BEEN CONSTRUCTED ON ALL LOTS.

O. OCCUPANCY OF RESIDENTIAL STRUCTURES. NO RESIDENTIAL STRUCTURES ON ANY LOT SHALL BE USED OR OCCUPIED BY MORE THAN A SINGLE FAMILY, ITS SERVANTS AND OCCASIONAL GUESTS.

P. LAUNDRY AND MACHINERY. NO CLOTHING OR ANY OTHER HOUSEHOLD FABRIC SHALL BE HUNG IN THE OPEN ON ANY LOT AND NO CLOTHESLINES OR SIMILAR DEVICES SHALL BE ALLOWED. NO MACHINERY SHALL BE PLACED OR OPERATED UPON ANY LOT, EXCEPT SUCH MACHINERY AS IS USUAL IN THE MAINTENANCE OF A PRIVATE RESIDENCE, YARD OR GARDEN.

Q. NOISE. NO EXTERIOR HORNS, WHISTLES, BELLS OR OTHER SOUND DEVICES, WHICH MAY ANNOY NEIGHBORING OWNERS, EXCEPT DOORBELLS AND SECURITY DEVICES, SHALL BE PLACED OR USED ON ANY LOT, COMMON AREA OR IMPROVEMENT THEREON.

R. NO BUSINESS OR COMMERCIAL ACTIVITY. NO LOT SHALL BE USED AT ANY TIME FOR BUSINESS, COMMERCIAL OR PROFESSIONAL ACTIVITY, INCLUDING HOME OCCUPATIONS, EXCEPT THAT (A) DECLARANT AND THOSE DESIGNATED BY DECLARANT MAY USE ANY PORTION OF THE PROPERTY OWNED BY DECLARANT OR THOSE DESIGNATED BY DECLARANT IN CONNECTION WITH REAL ESTATE SALES EFFORTS AND (B) THOSE USES APPROVED BY DECLARANT.

S. DAMAGE OR DESTRUCTION OF IMPROVEMENTS. IN THE EVENT OF COMPLETE OR PARTIAL DAMAGE OR DESTRUCTION OF ANY IMPROVEMENTS ON A LOT FOR ANY REASON WHATSOEVER, THE OWNER OF SUCH LOT SHALL PROMPTLY PROCEED TO REPAIR AND REPLACE SUCH IMPROVEMENTS, SUBJECT TO APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE, AS THOUGH SUCH REPAIR OR REPLACEMENT INVOLVED CONSTRUCTION OF AN ORIGINAL STRUCTURE, OR THE LOT OWNER SHALL PROMPTLY PROCEED TO RAZE THE IMPROVEMENT AND LANDSCAPE THE LOT FORMERLY OCCUPIED BY SUCH IMPROVEMENT IN A MANNER APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE.

T. RESTRICTIONS NOT EXCLUSIVE. THE RESTRICTIONS CONTAINED IN THIS DECLARATION SHALL NOT BE TAKEN AS PERMITTING ANY ACTION OR THING PROHIBITED BY APPLICABLE ZONING LAWS OR THE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BY SPECIFIC RESTRICTIONS IMPOSED BY ANY DEED OR LEASE. IN THE EVENT OF ANY CONFLICT, THE MOST RESTRICTIVE PROVISIONS OF SUCH LAWS, RULES, REGULATIONS, DEEDS, LEASES OR THIS DECLARATION SHALL BE TAKEN TO GOVERN AND CONTROL.

U. SOLAR PANELS. NO SOLAR PANELS OR SIMILAR ITEMS MAY BE INSTALLED UPON ANY LOT, OR UPON ANY IMPROVEMENT ON ANY LOT, WITHOUT THE PRIOR APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.

V. BASKETBALL BACKBOARDS. BASKETBALL BACKBOARDS AND GOALS SHALL BE INSTALLED CONSISTENT WITH GOOD TASTE AND ANY STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. BASKETBALL BACKBOARDS AND GOALS SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

W. SATELLITE DISHES. SATELLITE DISHES MAY BE INSTALLED CONSISTENT WITH GOOD TASTE AND STANDARDS ADOPTED FROM TIME TO TIME BY THE ARCHITECTURAL CONTROL COMMITTEE. SATELLITE DISHES SHALL NOT BE INSTALLED ON PUBLIC RIGHT-OF-WAY OR EASEMENTS.

X. LANDSCAPE EASEMENT. DECLARANT HEREBY RESERVES THE RIGHT AND EASEMENT, IN ITS SOLE DISCRETION AND AT ITS OWN EXPENSE, TO CONSTRUCT OR INSTALL (WHETHER BEFORE OR AFTER TRANSFER OF TITLE TO OWNERS) ENTRANCE TREATMENTS, LANDSCAPE, FENCES AND/OR WALLS, OF DECLARANT'S OWN CHOICE, TYPE AND DESIGN, AT THE ENTRY OF THE DEVELOPMENT. THE ASSOCIATION IS HEREBY GRANTED A PERPETUAL, NONEXCLUSIVE EASEMENT TO ENTER UPON ANY LANDSCAPE EASEMENT ON WHICH THERE IS SITUATED AN ENTRANCE TREATMENT, LANDSCAPE, FENCE OR WALL INSTALLED OR ERECTED BY DECLARANT AND TO MAINTAIN, IMPROVE, REPAIR AND/OR REPLACE THE SAME.

Y. INTERIOR FENCES OR WALLS. PERIMETER FENCES SITUATED ALONG THE SIDES AND REAR LOT LINES SHALL COMPLY WITH THE FOLLOWING:

(A) DECORATIVE FENCES OR WALLS SHALL BE PERMITTED ON THAT PORTION OF ANY LOT IN FRONT OF THE BUILDING SETBACK LINE. DECORATIVE FENCING OR WALLS WILL BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE AND SHALL BE OF THE SAME DECOR, MATERIALS, (I.E., WROUGHT IRON) AND STYLING AS USED IN THE ARCHITECTURE AND CONSTRUCTION OF THE DWELLING SITUATED ON THE LOT. SCREENING FENCES AND BAFFLES MAY BE ERECTED UP TO SIX FEET (6') IN HEIGHT, BUT MUST BE AN EXTENSION OF THE HOUSE STRUCTURE AND NOT LOCATED ON THE LOT LINE.

(B) NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, PERIMETER FENCING SHALL BE ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITHIN A PARTICULAR SUBDIVISION OF THIS AREA AND SHALL BE CONSISTENT IN DESIGN, MATERIAL, SHAPE AND HEIGHT AND APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

SECTION V. MISCELLANEOUS PROVISIONS

1. DURATION OF DECLARATION. ALL PROVISIONS CONTAINED IN THIS DECLARATION SHALL RUN WITH AND BIND THE LAND FOR A TERM OF TWENTY (20) YEARS FROM THE DATE THIS DECLARATION IS RECORDED IN THE REGISTER OF DEEDS OFFICE FOR TULSA COUNTY, OKLAHOMA. AFTER WHICH TIME IT SHALL AUTOMATICALLY BE EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH, UNLESS AND UNTIL THIS SECTION IS AMENDED OR THIS DECLARATION IS REPEALED IN ACCORDANCE WITH SECTION V.2 HEREOF.
2. AMENDMENT OF DECLARATION. ANY PROVISION CONTAINED IN THIS DECLARATION MAY BE AMENDED OR REPEALED, OR ADDITIONAL PROVISIONS ADDED TO THIS DECLARATION BY THE RECORDING OF A WRITTEN INSTRUMENT OR INSTRUMENTS SPECIFYING THE AMENDMENT OR THE REPEAL, EXECUTED BY THE OWNERS AS SHOWN BY THE RECORDS IN THE OFFICE OF THE REGISTER OF DEEDS OF THE COUNTY OF TULSA, OKLAHOMA, OF NOT LESS THAN A MAJORITY OF THE LOTS THEN SUBJECT TO THIS DECLARATION, AND THOSE LOTS YET TO BE DEVELOPED BY DECLARANT. ANY SUCH INSTRUMENT OR INSTRUMENTS SHALL REQUIRE THE WRITTEN CONSENT OF DECLARANT.
3. EFFECT OF PROVISIONS OF DECLARATION. EACH PROVISION OF THIS DECLARATION SHALL BE DEEMED INCORPORATED IN EACH DEED OR OTHER INSTRUMENT BY WHICH ANY RIGHT, TITLE OR INTEREST IN ANY OF THE PROPERTY IS GRANTED, DEVISED OR CONVEYED, WHETHER OR NOT SET FORTH OR REFERRED TO IN SUCH DEED OR OTHER INSTRUMENT, AND EACH OWNER SHALL BE BOUND BY THE TERMS OF THIS DECLARATION.
4. ENFORCEMENT AND REMEDIES. THE ASSOCIATION, DECLARANT OR ANY OWNER SHALL HAVE THE RIGHT TO ENFORCE BY ANY PROCEEDING, AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, COMPLIANCE EXPENDITURES AND CHARGES NOW OR HEREAFTER IMPOSED BY THE PROVISIONS OF THIS DECLARATION.
5. LIMITED LIABILITY. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE NOR ANY MEMBER, AGENT OR EMPLOYEE OF ANY OF THE SAME SHALL BE LIABLE TO ANY PARTY FOR ANY ACT OR FOR ANY FAILURE TO ACT WITH RESPECT TO ANY MATTER IF THE ACT OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE, AND SUCH DECLARANT, THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, AND ANY MEMBER, AGENT OR EMPLOYEE OF THE SAME, SHALL BE REIMBURSED BY THE ASSOCIATION FOR ANY COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES REASONABLY INCURRED BY THEM WITH THE PRIOR APPROVAL OF THE BOARD, WHICH APPROVAL SHALL, NOT UNREASONABLY BE WITHHELD OR DELAYED AS A RESULT OF THREATENED OR PENDING LITIGATION IN WHICH THEY ARE OR MAY BE NAMED AS PARTIES.
6. SUCCESSORS AND ASSIGNS. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DECLARATION SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF DECLARANT, THE ASSOCIATION AND EACH OWNER AND THE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH. DECLARANT SHALL HAVE THE RIGHT AND POWER TO ASSIGN AND DELEGATE TO THE ASSOCIATION, OR ANY SUCCESSOR OR SUCCESSORS THERETO, AT ANY TIME AND FROM TIME TO TIME, ALL OR ANY PART OF ANY OF THE RIGHTS, POWERS AND AUTHORITY CONTAINED IN THIS DECLARATION.
7. SEVERABILITY. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
8. CAPTIONS. THE CAPTIONS AND HEADINGS IN THIS DECLARATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED IN CONSTRUING ANY PROVISIONS OF THIS DECLARATION.
9. NO WAIVER. FAILURE TO ENFORCE ANY PROVISIONS OF THIS DECLARATION SHALL NOT OPERATE AS A WAIVER OF ANY SUCH PROVISIONS OR OF ANY OTHER PROVISION OF THIS DECLARATION.

OWNER'S CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF AND THE ONLY PERSONS HAVING ANY RIGHT, TITLE OR INTEREST IN THE LAND SHOWN ON THE PLAT OF: BROOK CHASE PHASE III AND THAT THE PLAT REPRESENTS A CORRECT SURVEY OF THE ABOVE DESCRIBED PROPERTY MADE WITH OUR CONSENT, AND THAT WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS AS SHOWN ON THE PLAT, THAT THE EASEMENTS AS SHOWN ON THE PLAT ARE CREATED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES; THAT WE HEREBY GUARANTEE A CLEAR TITLE TO ALL LANDS SO DEDICATED FROM OURSELVES, OUR HEIRS, OR ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTERS CERTIFICATE.

IN WITNESS THEREOF, EAGLE I INVESTMENTS, BEING THE OWNERS OF BROOK CHASE PHASE III, HEREBY APPROVES THE FOREGOING DEED OF DEDICATION.

THIS ____ DAY OF _____, 2025.

_____ _____
SIGNATURE TITLE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DAVE COCOLIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF EAGLE I INVESTMENTS, LLC THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DARREL RAY MASON, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT SAID PLAT DESIGNATED HEREIN AS "BROOK CHASE PHASE III", A SUBDIVISION IN BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY THAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN OKLAHOMA.

WITNESS MY HAND AND SEAL THIS _____DAY OF _____, 2025.

_____
SIGNATURE

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2025, PERSONALLY APPEARED DARREL RAY MASON TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES:

_____ _____
EXPIRATION DATE NOTARY PUBLIC

CERTIFICATE OF TULSA COUNTY CLERK

I, MICHAEL WILLIS, THE COUNTY CLERK OF TULSA COUNTY, DO HERE NOW STATE THAT THE SUBDIVISION CALLED BROOK CHASE PHASE III HAS BEEN FILED INTO TULSA COUNTY RECORDS.

_____
MICHAEL WILLIS, TULSA COUNTY CLERK

CERTIFICATE OF TULSA COUNTY TREASURER

I, JOHN M. FOTHERGILL, DO HERE NOW STATE THAT THE TAXES HAVE BEEN PAID FOR THE YEAR 2024 AND PRIOR YEARS FOR THOSE PROPERTIES HEREIN LISTED TO BE DESIGNATED AS BROOK CHASE PHASE III.

_____
JOHN M. FOTHERGILL, TULSA COUNTY TREASURER

City of Broken Arrow

Request for Action

File #: 25-575, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Approval of and authorization to execute Resolution No. 1648, a Resolution authorizing acceptance of a Special Warranty Deed for Parcel 10.0, consisting of 704.89 square feet of permanent Right-of-Way, and Parcel 11.0, consisting of 1,409.95 square feet of permanent Right-of-Way, and Parcel 11.1, consisting of 335.95 square feet of Temporary Construction Easement for the 23rd Street: Albany to Omaha Street Roadway Improvements located in the Southwest Quarter of Section 31, Township 19 North, Range 15 East, Tulsa County, State of Oklahoma, from Verizon Business Network Services, LLC, a Delaware limited liability company, and authorization of payment for $9,510.00 for the 23rd Street: Albany to Omaha Street Roadway Improvements, Parcels 10.0, 11.0 and 11.1 (Project No. ST1931)

Background:
The attached Special Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Verizon Business Network Services, LLC, a Delaware limited liability company, the owner. Parcel 10.0 consists of 704.89 square feet of permanent right-of-way, Parcel 11.0 consists of 1,409.95 square feet of permanent right-of-way, and Parcel 11.1 consists of 335.95 square feet of temporary construction easement generally located east of the intersection of North 23rd Street and East Granger Street, Broken Arrow, Oklahoma, in the Southwest Quarter of Section 31, Township 19 North, Range 15 East, Tulsa County, State of Oklahoma. Verizon Business Network Services, LLC, a Delaware limited liability company has accepted the following offer, made subject to City Council approval:

Parcel 10 (fee acquisition): 704.89 SQ FT (SF) @ $3.50/SF = $2,467.11

Barbed wire fence (4 strand): 28 Linear Feet (LF) @ $6.00/LF = $168.00

Parcel 11 (fee acquisition): 1,409.95 SF @ $3.50/SF = $4,934.82

Asphalt Paving: 750 SF @ $2.50/SF = $1,875.00 x 20% Depreciated (DEP) = $1.500.00

Barbed wire fence: 35 Linear Feet (LF) @ $5.50/LF = $193.00 x 20% DEP = $154.00

Chain link fence: 15 LF @ $14.00/LF = $210.00 x 20% DEP = $168.00

Parcel 11.1 (temporary construction easement): 335.95 SF @ $3.50/SF x 0.1 = $117.58

Total Just Compensation Amount (Rounded) =$9,510.00

A copy of the signed acceptance of the City's offer is attached, as is the Special Warranty Deed. Payment of the compensation amount is on the July 14, 2025, City Council Claims List.

Cost: $9,510.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1648
Acceptance Letter
Special Warranty Deed
Temporary Construction Easement
Conditions and Request for Payment
Affidavit
Affidavit for Title or Ownership of Land - Exempt Business or Trust 2025

Recommendation:
Approve and authorize execution of Resolution No. 1648

March 7 ,2025

Verizon Business Network Services LLC
c/o Verizon Global Real Estate
Attn: Wayne Igawa
7701 E. Telecom Parkway
Temple Terrace, Florida 33637

RE: OFFER LETTER AGREEMENT, 23rd STREET ROADWAY IMPROVEMENTS, ALBANY - OMAHA, PROJECT NO. ST 1931, PARCEL NO. 11.0 and PARCEL NO. 11.1

PROPERTY LOCATION: 11806 E 64TH STREET, BROKEN ARROW, OK 74012

Dear Mr. Igawa-

The City of Broken Arrow (the "**City**") has completed the design phase and is beginning the right of way acquisition phase on the above-named Project. In connection with the Project, the City would like to acquire from Verizon Business Network Services LLC ("**Verizon**") fee title to Parcel 10 and Parcel 11 and a temporary construction easement over Parcel 11.1, as those parcels are more specifically described below (together, the "**Property**"). With the fair market valuation of the Property now completed, the City is able to place a fair market value on the Property and make an offer to Verizon.

Parcel No. 10 (fee acquisition):

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence S 1°22'05.95" E a distance of 39.70 feet along the westerly section line of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet
to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 20.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 20.00 feet to the Point of Beginning;

said tract containing 704.89 square feet (0.02 acres), more or less.

Parcel No. 11 (fee acquisition):

A tract of land that is part of the Northwest Quarter (NW/4) of the southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East In the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest comer of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 40.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 40.00 feet to the Point of Beginning;

said tract containing 1,409.95 square feet (0.03 acres), more or less.

Parcel 11.1 (temporary construction easement):

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 60.00 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence S 1°22'05.95" E a distance of 33.61 feet; thence N 88°37'54.05" E a distance of 10.00 feet; thence N 1°22'05.95" W a distance of 33.58 feet; thence S 88°50'55.34" W a distance of 10.00 feet to the Point of Beginning;

said tract containing 335.95 square feet (0.01 acres), more or less.

The City makes the following offer:

Parcel 10 (fee acquisition): 704.89 SQ. FT. (SF) @$3.50 SF=$2,467.11
Barbed wire fence (4 strand): 28 Linear Feet (LF)@ $6.00/LF = $168.00

Parcel 11 (fee acquisition): 1,409.95 SQ. FT. (SF) @$3.50 SF=$4,934.82
Asphalt Paving: 750 SF@ $2.50/SF = $1,875.00 x 20% Depreciated (DEP) = $1,500.00;
Barbed wire fence: 35 Linear Feet (LF)@ $5.50/LF = $193.00 x 20% DEP = $154.00;
Chain link fence: 15 LF@$14.00/LF = $210.00 x 20% DEP = $168.00

Parcel 11.1 (temporary construction easement): 335.95 SF@ $3.50 x 0.1 = $117.58

Total Just Compensation Amount: (Rounded) = **$9,510.00**

Condition of the Property.

A. THE PROPERTY IS BEING SOLD IN "AS IS", "WHERE IS", "WITH ALL FAULTS", ENVIRONMENTAL OR OTHERWISE, INCLUDING BOTH LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF VERIZON WHATSOEVER. THE CITY HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE CITY RELEASES VERIZON FROM AND AGAINST ANY ACTION, LOSS, DAMAGE OR OTHER CLAIM AGAINST VERIZON REGARDING THE CONDITION AND USE OF THE PROPERTY. THE CITY REPRESENTS AND WARRANTS TO VERIZON THAT THE CITY HAS ENTERED INTO THIS OFFER LETTER AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY BY THE VERIZON AS TO THE CONDITION OF THE PROPERTY; AND THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, WORKMANSHIP OR OTHERWISE GIVEN BY VERIZON TO THE CITY IN CONNECTION WITH THIS TRANSACTION.

B. THE CITY HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF THE VERIZON, OR ANYONE ACTING FOR OR ON BEHALF OF THE VERIZON, AND ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY THE CITY AND THE CITY SHALL PURCHASE THE PROPERTY ON THE CITY'S OWN PRIOR INVESTIGATION AND EXAMINATION OF THE PROPERTY (OR THE CITY'S ELECTION NOT TO DO SO). IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY VERIZON AND PURCHASED BY THE CITY SUBJECT TO THE FOREGOING.

C. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT THE CITY IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY VERIZON AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST VERIZON (INCLUDING ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY.

Transaction Costs. The City shall be responsible for any recording fees (to the extent the City is not exempt from such costs and taxes, for all transactional costs and transfer taxes of any kind in connection with the sale and conveyance of the Property).

Closing, Closing Documents and Deliveries. Closing will occur on or before May 1, 2025 on the date selected by The City upon ten (10) days' prior to Verizon. At the Closing, Verizon shall execute and deliver to the City the Special Warranty Deed in the form attached to this Offer Letter Agreement as Exhibit A and the Temporary Construction Easement Agreement in the form attached to this Offer Letter Agreement as Exhibit B, and the City shall pay the purchase price to Verizon by wire transfer in accordance with instructions provided by Verizon.

City to Provide Continuous Access to the Verizon Facility; Construction of Temporary Access and Permanent Driveway. The City acknowledges that the Property is part of Verizon's 15.63 acre parcel located at 5605 193rd East Avenue, Broken Arrow, OK on which Verizon operates and communications and office facilities (the "Verizon Facility"). The City acknowledges that Verizon requires continuous access the Verizon Facility during the City's road improvement work. Accordingly, and as a material inducement to Verizon's entering into this Offer Letter Agreement and except for temporary closures, the City shall ensure that an access drive consisting of compacted gravel, concrete, or asphalt shall be maintained at all times allowing access to the Verizon Facility. Temporary closures will be necessary only to 1) construct a temporary driveway for business access during construction operations across the area of the street widening, and 2) construct the new driveway. Owner shall be provided notice of each temporary closure at least two weeks in advance. Each temporary closure shall be limited to two (2) hours or less. In addition, and without limiting the foregoing, the temporary access described in this paragraph and the new driveway to be constructed by the City on Parcel 11.0 shall be constructed and maintained in accordance with current City of Broken Arrow and Oklahoma Department of Transportation standards and specifications.

By your signature below, please acknowledge Verizon's agreement to convey the Property to the City under the terms and conditions of this Offer Letter Agreement.

Respectfully,

CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Verizon Business Network Services LLC

Noah A. Julius
Senior Director
Real Estate Transactions

EXHIBIT A

AFTER RECORDING PLEASE RETURN TO:
Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

SPECIAL WARRANTY DEED

The Grantor, Verizon Business Network Services LLC, a Delaware limited liability company, as successor in interest to MCI Telecommunications Corporation, whose mailing address is c/o Verizon Global Real Estate, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, in consideration of ten dollars and other valuable considerations received from the Grantee, hereby grants and conveys to the Grantee, the City of Broken Arrow, whose mailing address is 220 South 1st Street, Broken Arrow, Oklahoma 74102, the real property in Wagoner County, Oklahoma described on attached Exhibit A.

As against all persons claiming by, through, or under the Grantor, the Grantor hereby covenants that the property is free of all encumbrances, subject to lien for real estate taxes not yet due and payable, and easements and restrictions of record, that lawful seisin of and good right to convey the property are vested in the Grantor, and that the Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

Dated this _____ day of _____, 2025.

Verizon Business Network Services LLC, a
Delaware limited liability company

By: _____
Print Name:_____
As its:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification.

_____
Printed/Typed Name:_____
(SEAL) Notary Public-State of _____
Commission Number: _____
My Commission Expires:_____

Exhibit A

Parcel No. 10:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence S 1°22'05.95" E a distance of 39.70 feet along the westerly section line of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet
to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 20.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 20.00 feet to the Point of Beginning;

said tract containing 704.89 square feet (0.02 acres), more or less.

Parcel No. 11:

A tract of land that is part of the Northwest Quarter (NW/4) of the southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East In the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest comer of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 40.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 40.00 feet to the Point of Beginning.

EXHIBIT B

AFTER RECORDING PLEASE RETURN TO:
Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931, Parcel 11.0, 11.1

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made as of _____, 2025 (the "**Effective Date**"), by Verizon Business Network Services LLC ("**Grantor**") having an address of c/o Verizon Global Real Estate, Attn: Lease Administration, Mail Code: FLTDSB1W, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, Verizon Property ID GLC: BRAROK in favor of the City of Broken Arrow ("**Grantee**"), having a mailing address of 220 South 1st Street, Broken Arrow, Oklahoma 74102.

BACKGROUND

A. Grantee desires to construct certain improvements known as 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931 (the "**Project**"), being more particularly described in a map and drawing of that Project in the office of the Department of Engineering and Construction, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74102;

B. Grantor is the owner of a certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof ("**Grantor's Parcel**");

C. Grantor and Grantee acknowledge that the construction of the Project will require the temporary use of a portion of Grantor's Parcel, and Grantor has agreed to grant a temporary construction easement under the terms and conditions set forth below.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said improvements, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee the right to enter upon the portion of Grantor's Parcel described on Exhibit B attached to this Agreement (the "**Easement Area**") as necessary for the construction of the Project.

2. Term. The term of the easement granted under this Agreement shall commence on the Effective Date and shall automatically terminate, without the execution or recording of a release or any other document, on the earlier to occur of (i) the date on which the Project is completed, and (ii) the second anniversary of the Effective Date (the "**Outside Termination Date**").

3. No Interference. In no event shall pedestrian or vehicular access to or egress from Grantor's Parcel be materially interrupted in connection with the exercise of Grantee's rights hereunder. Grantee shall make reasonable accommodations to Grantor during the construction of the Project so that Grantor and Grantor's permittees have reasonable access to Grantor's Parcel.

4. Operations: Restoration. Grantee shall maintain the Easement Area in a safe, secure and orderly condition. All costs incurred by Grantee relating to the exercise of the rights granted under this Agreement shall be borne by Grantee. To the extent that the Easement Area is disturbed in connection with Grantee's use of that area, Grantee shall restore the Easement Area to substantially its prior condition, including replacement of any trees, shrubs or other vegetation within the Easement Area damaged in connection with such use.

5. No Warranty or Representation. The exercise by Grantee of the rights granted under this Agreement shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability relating to Grantee's use of the Easement Area. Grantee has fully investigated the condition of the Easement Area and determined that it is suitable for Grantee's use. Grantor makes no warranty, express or implied, as to the condition of the Easement Area. Grantee shall be responsible only for the reasonable and necessary costs incurred by Grantor in directly curing a material breach of this Agreement by Grantee, provided that such costs are not otherwise recoverable under applicable law, and do not constitute indirect, consequential, or incidental damages. Nothing in this provision shall be construed as a waiver of Grantee's immunity under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

7. Non-Exclusive. The rights and easements granted hereby are non-exclusive and shall be exercisable in common with others entitled to use the Easement Area, provided that such use shall not materially affect Grantee's exercise of the rights granted under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective on the date set forth above.

GRANTOR:

VERIZON BUSINESS NETWORK SERVICES LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced _____ as identification.

_____
Printed/Typed Name:_____
(SEAL) Notary Public-State of _____
Commission Number: _____
My Commission Expires:_____

GRANTEE:

CITY OF BROKEN ARROW, an Oklahoma municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of the City of Broken Arrow, an Oklahoma municipal corporation. He or she is personally known to me or has produced _____ as identification.

_____
Printed/Typed Name: _____
(SEAL) Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT A

GRANTOR'S PARCEL

A part of Government Lot 3 in Section 31, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows, to-wit:

Beginning at the NW corner of said Lot 3; thence N89°36 '01 "E along the North line of said Lot 3 a distance of 1287.31 feet to the Northeast corner of said Lot 3; Thence S00°55'22"E along the East line of said Lot 3 a distance of 292.50 feet; Thence S89°36'01"W a distance of 486.10 feet; Thence N00°55'22 "W a distance of 252.50 feet; Thence S89°36'01W a distance of 801.42 feet to a point on the West line of said Lot 3; Thence N00°36'55"W along the West line of said Lot 3 a distance of 40.00 feet to Point of Beginning.

EXHIBIT B

EASEMENT AREA

Parcel 11.1:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 60.00 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence S 1°22'05.95" E a distance of 33.61 feet; thence N 88°37'54.05" E a distance of 10.00 feet; thence N 1°22'05.95" W a distance of 33.58 feet; thence S 88°50'55.34" W a distance of 10.00 feet to the Point of Beginning;

said tract containing 335.95 square feet (0.01 acres), more or less.

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF NEW JERSEY)
) §
COUNTY OF Somerset)

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

By: Noah Julius

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11 day of June, 2025, personally appeared Noah Julius, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

Diana L DiTa
NOTARY PUBLIC

Diana L. DiTacconi
Notary Public, State of New Jersey
Comm. # 50227998
My Commission Expires 11/26/2029

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT (Invoice of Claim)

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $9,510.00 (Rounded)

Owner's Mailing Address: N/A

Owner Requests Check:

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

Check Payable to: N/A - Wiring instructions attached

Signature/Date:

Owner/s: _____ Date: 6/11/2025

Noah Julius, Senior Director - Transactions

Agent: Amy O'Laughlin Date: 6/18/2025

Project: 23rd Street Improvements: Omaha-Albany, ST1931, Parcels 10 & 11

RESOLUTION NO. 1648

A RESOLUTION AUTHORIZING ACCEPTANCE OF A SPECIAL WARRANTY DEED FOR PARCEL 10.0, CONSISTING OF 704.89 SQUARE FEET OF PERMANENT RIGHT-OF-WAY, AND PARCEL 11.0, CONSISTING OF 1,409.95 SQUARE FEET OF PERMANENT RIGHT-OF-WAY, AND PARCEL 11.1, CONSISTING OF 335.95 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT FOR THE 23RD STREET: ALBANY TO OMAHA STREET ROADWAY IMPROVEMENTS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 15 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM VERIZON BUSINESS NETWORK SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AUTHORIZATION OF PAYMENT FOR $9,510.00 FOR THE 23RD STREET: ALBANY TO OMAHA STREET ROADWAY IMPROVEMENTS, PARCELS 10.0, 11.0 AND 11.1. (PROJECT NO. ST1931)

WHEREAS, the right-of-way acquisition for the 23rd Street: Albany to Omaha Street Roadway Improvements has been funded the 2018 General Obligation Bond; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $9.510.00 to Verizon Business Network Services, LLC, a Delaware limited liability company, the property owner of Parcel 10.0, consisting of 704.89 square feet of permanent Right-of-Way, and Parcel 11.0, consisting of 1,409.95 square feet of permanent Right-of-Way generally located east of the intersection of North 23rd Street and East Granger Street, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the Special Warranty Deed for Parcels 10.0 and 11.0 from Verizon Business Network Services, LLC, a Delaware limited liability company and authorizes payment for $9,510.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July, 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

AFTER RECORDING PLEASE RETURN TO:
Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

SPECIAL WARRANTY DEED

The Grantor, Verizon Business Network Services LLC, a Delaware limited liability company, as successor in interest to MCI Telecommunications Corporation, whose mailing address is c/o Verizon Global Real Estate, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, in consideration of ten dollars and other valuable considerations received from the Grantee, hereby grants and conveys to the Grantee, the City of Broken Arrow, whose mailing address is 220 South 1st Street, Broken Arrow, Oklahoma 74102, the real property in Wagoner County, Oklahoma described on attached Exhibit A.

As against all persons claiming by, through, or under the Grantor, the Grantor hereby covenants that the property is free of all encumbrances, subject to lien for real estate taxes not yet due and payable, and easements and restrictions of record, that lawful seisin of and good right to convey the property are vested in the Grantor, and that the Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor.

Dated this 26 day of March, 2025.

Verizon Business Network Services LLC, a
Delaware limited liability company

By: _____
Print Name: Noah Julius
As its: Senior Director – Transactions

STATE OF New Jersey
COUNTY OF Somerset

The foregoing instrument was acknowledged before me this 26 day of March 2025, by Noah Julius, as Senior Director of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced NJ License as identification.

_____
Printed/Typed Name: Constance Paris
Notary Public-State of New Jersey
Commission Number: 50021517
My Commission Expires: 8-17-25

(SEAL)

CONSTANCE PARIS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50021517
My Commission Expires 8/17/20 25

Exhibit A

Parcel No. 10:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence S 1°22'05.95" E a distance of 39.70 feet along the westerly section line of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet
to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 20.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 20.00 feet to the Point of Beginning;

said tract containing 704.89 square feet (0.02 acres), more or less.

Parcel No. 11:

A tract of land that is part of the Northwest Quarter (NW/4) of the southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East In the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest comer of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 24.75 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence N 88°50'55.34" E a distance of 35.25 feet; thence S 1°22'05.95" E a distance of 40.00 feet; thence S 88°50'55.34" W a distance of 35.25 feet; thence N 1°22'05.95" W a distance of 40.00 feet to the Point of Beginning.

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Checked: 5/28/25
Project: ST1931 23rd Street Improvements Albany to Omaha
Parcel No. 11

AFTER RECORDING PLEASE RETURN TO:
Rick Eckhard, Esq.
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. § 3202 (11)

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

PROJECT: 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931, Parcel 11.0, 11.1

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "**Agreement**") is made as of March 26, 2025 (the "**Effective Date**"), by Verizon Business Network Services LLC ("**Grantor**") having an address of c/o Verizon Global Real Estate, Attn: Lease Administration, Mail Code: FLTDSB1W, 7701 E. Telecom Parkway, Temple Terrace, Florida 33637, Verizon Property ID GLC: BRAROK in favor of the City of Broken Arrow ("**Grantee**"), having a mailing address of 220 South 1st Street, Broken Arrow, Oklahoma 74102.

BACKGROUND

A. Grantee desires to construct certain improvements known as 23rd Street Roadway Improvements, Albany-Omaha, Project No. ST 1931 (the "**Project**"), being more particularly described in a map and drawing of that Project in the office of the Department of Engineering and Construction, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74102;

B. Grantor is the owner of a certain parcel of land more particularly described in Exhibit A attached hereto and made a part hereof ("**Grantor's Parcel**");

C. Grantor and Grantee acknowledge that the construction of the Project will require the temporary use of a portion of Grantor's Parcel, and Grantor has agreed to grant a temporary construction easement under the terms and conditions set forth below.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said improvements, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee the right to enter upon the portion of Grantor's Parcel described on Exhibit B attached to this Agreement (the "**Easement Area**") as necessary for the construction of the Project.

2. Term. The term of the easement granted under this Agreement shall commence on the

Effective Date and shall automatically terminate, without the execution or recording of a release or any other document, on the earlier to occur of (i) the date on which the Project is completed, and (ii) the second anniversary of the Effective Date (the "**Outside Termination Date**").

3. No Interference. In no event shall pedestrian or vehicular access to or egress from Grantor's Parcel be materially interrupted in connection with the exercise of Grantee's rights hereunder. Grantee shall make reasonable accommodations to Grantor during the construction of the Project so that Grantor and Grantor's permittees have reasonable access to Grantor's Parcel.

4. Operations: Restoration. Grantee shall maintain the Easement Area in a safe, secure and orderly condition. All costs incurred by Grantee relating to the exercise of the rights granted under this Agreement shall be borne by Grantee. To the extent that the Easement Area is disturbed in connection with Grantee's use of that area, Grantee shall restore the Easement Area to substantially its prior condition, including replacement of any trees, shrubs or other vegetation within the Easement Area damaged in connection with such use.

5. No Warranty or Representation. The exercise by Grantee of the rights granted under this Agreement shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability relating to Grantee's use of the Easement Area. Grantee has fully investigated the condition of the Easement Area and determined that it is suitable for Grantee's use. Grantor makes no warranty, express or implied, as to the condition of the Easement Area. Grantee shall be responsible only for the reasonable and necessary costs incurred by Grantor in directly curing a material breach of this Agreement by Grantee, provided that such costs are not otherwise recoverable under applicable law, and do not constitute indirect, consequential, or incidental damages. Nothing in this provision shall be construed as a waiver of Grantee's immunity under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq.

7. Non-Exclusive. The rights and easements granted hereby are non-exclusive and shall be exercisable in common with others entitled to use the Easement Area, provided that such use shall not materially affect Grantee's exercise of the rights granted under this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective on the date set forth above.

GRANTOR:

VERIZON BUSINESS NETWORK SERVICES LLC, a Delaware limited liability company

By:_____
Name: Noah Julius
Title: Senior Director - Transactions

STATE OF New Jersey
COUNTY OF Somerset

The foregoing instrument was acknowledged before me this 26 day of March, 2025, by Noah Julius, as Senior Director of Verizon Business Network Services LLC, a Delaware limited liability company. He or she is personally known to me or has produced NJ License as identification.

(SEAL)

CONSTANCE PARIS
NOTARY PUBLIC OF NEW JERSEY
Commission # 50021517
My Commission Expires 8/17/2025

Printed/Typed Name: Constance Paris
Notary Public-State of New Jersey
Commission Number: 50021517
My Commission Expires: 8-17-25

GRANTEE:

CITY OF BROKEN ARROW, an Oklahoma municipal corporation

By: _____

Name: Michael L. Spurgeon

Title: City Manager

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 8th day of April, 2025, by Michael Spurgeon, as City Manager of the City of Broken Arrow, an Oklahoma municipal corporation. He or she is personally known to me or has produced _____ as identification.

_____

Printed/Typed Name: Crickett Moore

Notary Public-State of Oklahoma

Commission Number: 16006855

My Commission Expires: 7/19/28

(SEAL)

Notary Public Oklahoma
OFFICIAL SEAL
CRICKETT MOORE
Commission Exp. 07-18-2028
Commission #16006855

EXHIBIT A

GRANTOR'S PARCEL

A part of Government Lot 3 in Section 31, Township 19 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, more particularly described as follows, to-wit:

Beginning at the NW corner of said Lot 3; thence N89°36 '01 "E along the North line of said Lot 3 a distance of 1287.31 feet to the Northeast corner of said Lot 3; Thence S00°55'22"E along the East line of said Lot 3 a distance of 292.50 feet; Thence S89°36'01"W a distance of 486.10 feet; Thence N00°55'22 "W a distance of 252.50 feet; Thence S89°36'01W a distance of 801.42 feet to a point on the West line of said Lot 3; Thence N00°36'55"W along the West line of said Lot 3 a distance of 40.00 feet to Point of Beginning.

EXHIBIT B

EASEMENT AREA

Parcel 11.1:

A tract of land that is part of the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Nineteen (19) North, Range Fifteen (15) East in the City of Broken Arrow, Wagoner County, State of Oklahoma, said tract of land being described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW/4) of Section Thirty-one (31); thence N 88°50'55.34" E a distance of 60.00 feet along the 1/4 section line of Section Thirty-one (31) to the Point of Beginning; thence S 1°22'05.95" E a distance of 33.61 feet; thence N 88°37'54.05" E a distance of 10.00 feet; thence N 1°22'05.95" W a distance of 33.58 feet; thence S 88°50'55.34" W a distance of 10.00 feet to the Point of Beginning;

said tract containing 335.95 square feet (0.01 acres), more or less.

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Checked: 5/28/25
Project: ST1931 23rd Street Improvements Albany to Omaha
Parcel No. 11

City of Broken Arrow

Request for Action

File #: 25-937, **Version:** 1

Broken Arrow City Council
Meeting of: 7-14-2025

Title:

Approval of and authorization to execute Resolution No. 1671, A resolution authorizing acceptance of a General Warranty Deed for Parcel 7.0, which consists of 0.19 acres of Permanent Right-of-Way, located at 12824 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Dennis Almy and Amanda Almy for the Aspen Widening-Shreveport to Tucson, Parcel 7.0 (Project No. ST2031)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Dennis Almy and Amanda Almy, the owners. Parcel 7.0 consists of 0.19 acres of permanent Right-of-Way located at 12824 South 145th East Avenue in Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Dennis Almy and Amanda Almy have accepted the following offer, made subject to City Council approval:

Fee simple, Permanent Right of Way: 8,355.65 Square Feet (SF) @ $2.00 SF = $16,711.30
Improvements: Landscaping: (one tree) $2,000, Asphalt driveway 278 SF x $5.00 = $1,390.00, Fence relocation $5,053.05 and electrical work $4,722.31= Total $13,165.36
Cost to Cure: Replace package box in concrete, relocate light pole = $1,500.00
Settlement Costs: $8,355.65
Total Just Compensation Amount (Rounded) = $39,730.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the July 15, 2025 City Council Claims List.

Cost: $39,730.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1671
General Warranty Deed
Acceptance Letter
Conditions and Request for Payment
Affidavit
Affidavit for Title or Ownership of Land - Exempt Business or Trust

Recommendation:

Approve and authorize execution of Resolution No. 1671.

CITY OF
BROKEN ARROW
Where opportunity lives

June 5, 2025

Amanda and Dennis Almy
12824 S 145th E Ave
Broken Arrow, OK 74011

RE: ASPEN AVENUE ROADWAY IMPROVEMENTS: SHREVEPORT TO TUCSON, PROJECT NO. ST2031, PARCEL NO. 7.0, REVISED OFFER LETTER

PROPERTY ADDRESS: 12824 S 145th E AVE., BROKEN ARROW, OK 74011

Mr. and Mrs. Almy,

The City of Broken Arrow has made changes in the amount of land required for this project. The numbers reflect this change. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is being made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 8,355.65 Square Feet (SF) @ $2.00 SF = **$16,711.30**
Improvements: Landscaping: (one tree) $2,000, Asphalt driveway 278 SF x $5.00 = $1,390.00, Fence relocation $5,053.05 and electrical work $4,722.31= Total **$13,165.36**
Cost to Cure: Replace package box in concrete, relocate light pole = **$1,500.00**
Settlement Costs: **$8,355.65**
Total Just Compensation Amount (Rounded) = $39,730.00

By your signature on this letter, you have accepted the City's offer of $39,730.00. Please return this document in the self-addressed-stamped-envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435, or 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/klp
enc

Amanda Almy

Dennis Almy

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

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

By: _____
Dennis Almy

By: _____
Amanda Almy

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9th day of June, 2025, personally appeared Dennis Almy and Amanda Almy, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $39,730.00

Owner's Mailing Address: 12824 S. 145TH E. AVE.

Owner Requests Check:

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

Check Payable to: AMANDA ALMY AND DENNIS ALMY

Signature/Date:

Owner/s: _____ Date: JUN 9 25
6/9/2025

Agent: Karen L. Pax _____ Date: 6/9/2025

Project: ST2031Aspen Avenue Roadway Improvements ~~ Shreveport to Tucson, Parcel 7.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 4th day of June, 2025, between DENNIS ALMY and AMANDA ALMY aka AMANDA TAYLOR ALMY, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

Dennis Almy

Amanda Almy aka Amanda Taylor Almy

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

4th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this ____ day of June, 2025, personally appeared DENNIS ALMY and AMANDA ALMY aka AMANDA TAYLOR ALMY, known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Checked: 6/16/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 7.0

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE/4) Section 4, T17N-R14E
Tulsa County, Oklahoma

~~**HENDRIX, DANE & BRITTANY**~~

Roadway Right of Way Easement

A tract of land lying in the Southeast Quarter (SE/4) Section 4, Township 17 North Range 14 East, Tulsa County, State of Oklahoma, said tract being more particularly described by metes and bounds as follows:

Commencing at the Southeast Corner of said Southeast Quarter (SE/4);

Thence N 01°36'51" W on the East line of said Southeast Quarter (SE/4) a distance of 1,654.73 feet;

Thence S 88°23'09" W a distance of 24.75 feet to a point on the West Statutory Right of Way line of South Aspen Avenue, said point also being on the South line of a property described in Document #2012080835 filed for record at the Tulsa County Clerk's office, said point being the Point of Beginning;

Thence S 88°42'39" W on the South line of said property a distance of 25.25 feet;

Thence N 01°36'51" W on a line being parallel with and 50.00 feet West of the East line of said Southeast Quarter (SE/4) a distance of 330.91 feet to a point on the North line of said property;

Thence N 88°41'24" E on said North property line a distance of 25.25 feet to a point on the West Statutory Right of Way line of South Aspen Avenue;

Thence S 01°36'51" E on said Statutory Right of Way line a distance of 330.92 feet to the Point of Beginning.

Said tract contains 0.19 acres (8,355.65 sq. ft.) of land as described.

I, Darren M. Smith of CEC Corporation, certify that the legal description closes in accordance with existing records, is a true representation of the easement as described, meets the minimum technical standards for land surveying of the State of Oklahoma, and is not a land or boundary survey.

Darren M. Smith, P.L.S #1552
CEC Corporation
CA No. 32, Expiration Date: 06-30-2026



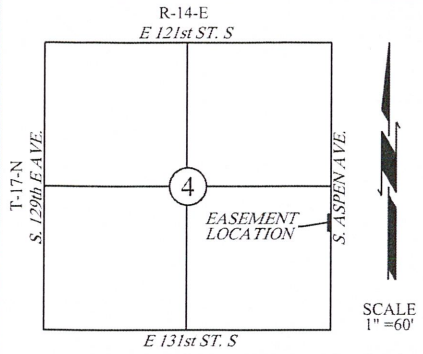
Roadway Right of Way Easement

PARCEL 7.0

EXHIBIT "A"

PAGE 2 OF 2

PART OF THE SE/4
SECTION 4, T17N-R14E
TULSA COUNTY, OK
HENDRIX, DANE & BRITTANY
0.19 ACRES (8355.65 SQ. FT.)
OF ROADWAY RIGHT OF WAY EASEMENT



ASPEN RIDGE

PROPERTY LINE

N 88°41'24" E
25.25'

N 01°36'51" W 330.91'

S 01°36'51" E 330.92'

SECTION LINE

S ASPEN AVE

SE/4
SEC. 4

SW/4
SEC. 3

HENDRIX, DANE & BRITTANY
DOC# 2012080835

POINT OF BEGINNING

S 88°23'09" W
24.75'

PROPERTY LINE

S 88°42'39" W
25.25'

STATUTORY RIGHT OF WAY

N 01°36'51" W
1,654.73'

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SE/4 SEC. 4 T17N-R14E

BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF THE SE/4 SECTION 4 T17N-R14E BEARING N 01°36'51" W

ROADWAY RIGHT OF WAY EASEMENT

CEC Corporation
Surveying & Mapping Division
4555 W. MEMORIAL RD.
OKLAHOMA CITY, OK 73142
405.753.4200

CA #32 EXP. 06-30-2026

REVISED:		
DRAWN:	AM	8/15
APPROVED:	DS	8/15

RESOLUTION NO. 1671

APPROVAL OF AND AUTHORIZATION TO EXECUTE RESOLUTION NO. 1671, A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 7.0, WHICH CONSISTS OF 0.19 ACRES OF PERMANENT RIGHT-OF-WAY FOR THE ASPEN/JASPER INTERSECTION IMPROVEMENTS, LOCATED AT 12824 SOUTH 145TH EAST AVENUE IN BROKEN ARROW IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM DENNIS ALMY AND AMANDA ALMY AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $39,730.00 FOR THE ASPEN/JASPER INTERSECTION IMPROVEMENTS, PARCEL 7.0. (PROJECT NO. ST2031)

WHEREAS, the right-of-way acquisition for the Aspen/Jasper Intersection Improvements has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $39,730.00 to Dennis Almy and Amanda Almy, the property owners of Parcel 7.0, which consists of 0.19 acres of Permanent Right of Way located at 12824 South 145th East Avenue, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 7.0 from Dennis Almy and Amanda Almy, and authorizes payment in the amount of $39,730.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 15th day of July 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-952, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Approval of and authorization to execute Resolution No. 1672, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 12.0, consisting of 7,651 square feet of permanent Right-of-Way and one Temporary Construction Easement for Parcel 12.A consisting of 60 square feet of temporary construction easement, located at 4625 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Tulsa County, Oklahoma, from Michael Furrey and Annette Furrey for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcels 12.0 and 12.A (Project No. ST21390)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Michael Furrey and Annette Furrey, the owners. Parcel 12.0 consists of 7,651 square feet of permanent Right-of-Way and Parcel 12.A consists of 60 square feet of temporary construction easement, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Tulsa County, State of Oklahoma. These donations are for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcels 12.0 and 12.A (Project No. ST21390).

A copy of the signed Donation Certificate is attached, as are the General Warranty Deed and Temporary Construction Easement.

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments:
Resolution No. 1672
General Warranty Deed
Affidavit for Title or Ownership of Land
Temporary Construction Easement
Donation Certificate

Recommendation:

Approve and authorize execution of Resolution No. 1672

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 21 day of June 2025.

Michael Furrey

Annette Furrey

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

21st BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of June, 2025, personally appeared **Michael Furrey and Annette Furrey**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

D. Graham Parker
Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RKY Checked: 6/24/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 12.1

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
PARCEL NO. 12.1

EXHIBIT A

LEGAL DESCRIPTION

A 5-foot-wide temporary construction easement (T.C.E.),
said easement being a part of Lot 3, Block 1, of Sun City III, a subdivision to Wagoner County, Oklahoma,
and said easement being more particularly described as follow:
Commencing (POINT OF COMMENCEMENT, P.O.C) at the Northwest corner of said Lot 3, Block 1,
thence along the north line of said Lot 3, North 88 degrees 39 minutes 46 seconds East a distance of 25.00 feet
to the proposed east right of way line of North 37th Street;
thence leaving said north line, along said east line South 01 degrees 18 minutes 27 seconds East a distance of 89.04 feet
to the POINT OF BEGINNING (P.O.B.);
the leaving said east line South 87 degrees 16 minutes 43 seconds East a distance of 5.00 feet;
thence South 01 degrees 18 minutes 11 seconds East a distance of 12.04 feet;
thence North 86 degrees 47 minutes 52 seconds West a distance of 5.00 feet
to the proposed east right of way line of North 37th Street;
thence along said east line North 01 degrees 18 minutes 27 seconds West a distance of 12.00 feet
to the POINT OF BEGINNING (P.O.B.), containing 60 square feet, or .001 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum standards for legal description in the State of Oklahoma.
Prepared by Paul Walla, Oklahoma PLS # 1903.

LICENSED PROFESSIONAL LAND SURVEYOR
03/27/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

LEGEND

730010877 — TAX PARCEL NUMBER
N/A — DEED RECORD
— — — — EXISTING PROPERTY LINE
R/W — PROPOSED RIGHT-OF-WAY
PROPOSED UTILITY EASEMENT
TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/27/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

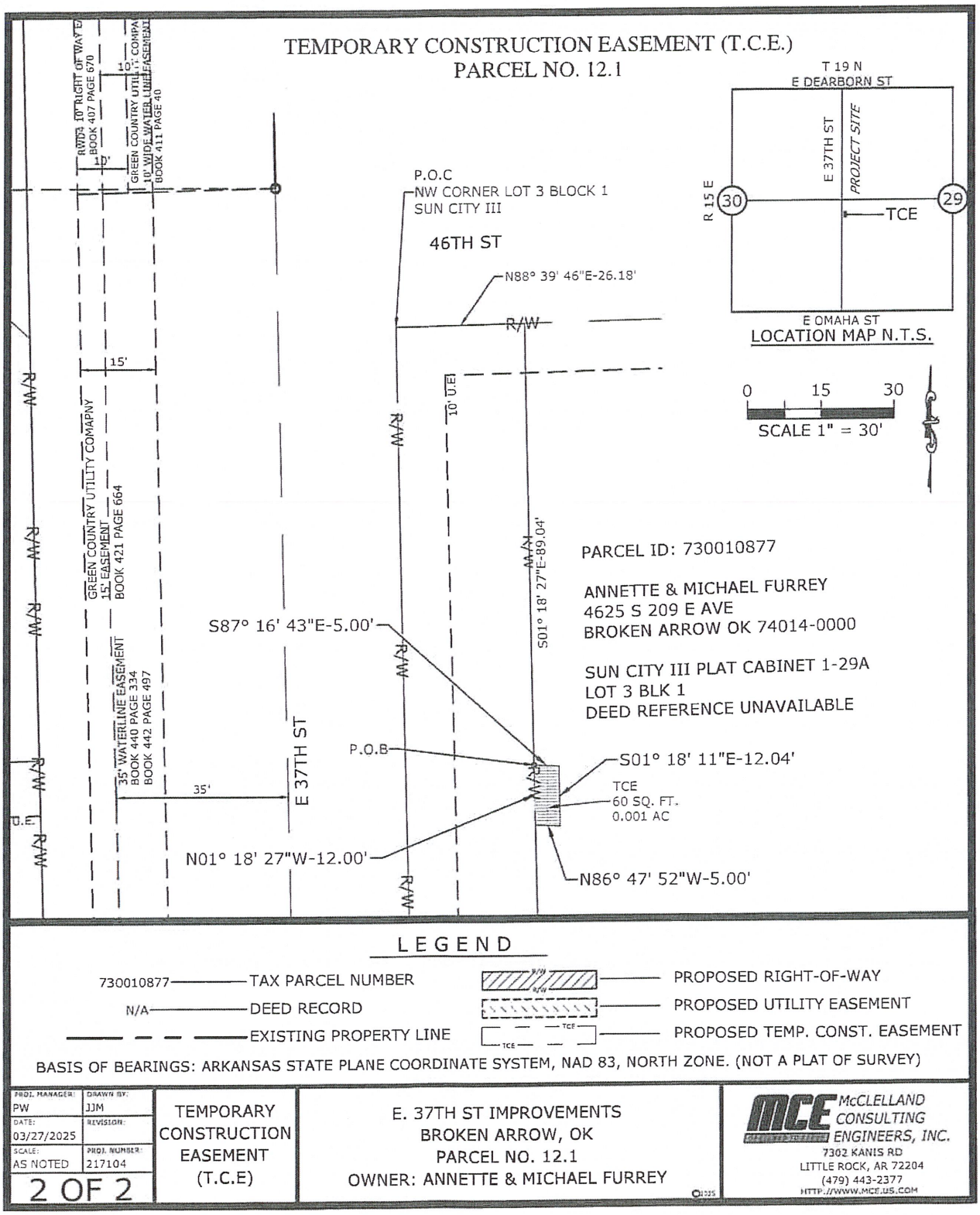
1 OF 2

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 12.1
OWNER: ANNETTE & MICHAEL FURREY

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/27/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

2 OF 2

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 12.1
OWNER: ANNETTE & MICHAEL FURREY

McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1672

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM MICHAEL FURREY AND ANNETTE FURREY FOR PARCEL 12.0, WHICH CONSISTS OF 7,651 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4625 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, TULSA COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has received a Donation Certificate from Michael Furrey and Annette Furrey, the property owners of Parcel 12.0, which consists of 7,651 square feet of Permanent Right of Way located near the intersection of East 46th Street South and South 20th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 12.0 from Michael Furrey and Annette Furrey.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 7th 12th day of ~~May~~ June, 2025, between MICHAEL FURREY and ANNETTE FURREY, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of ~~TULSA~~ Wagoner, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12 day of June, 2025.

Annette Furrey Martin
Annette Furrey

Michael Furrey

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

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12 day of June, 2025, personally appeared MICHAEL FURREY and ANNETTE FURREY, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Checked: 5/16/2025
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 12.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 12.0

LEGAL DESCRIPTION

A part of Lot 3, Block 1, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;
Beginning at the southwest corner of the said Lot 3,
thence North 01 degrees 18 minutes 27 seconds West a distance of 306.06 feet to the grantor's north property line;
thence along said north property line
North 88 degrees 39 minutes 46 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 306.04 feet to the grantor's south property line;
thence along said south property line
South 88 degrees 39 minutes 19 seconds West a distance of 25.00 feet to the POINT OF BEGINNING (P.O.B.), containing 7,651 square feet or 0.18 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

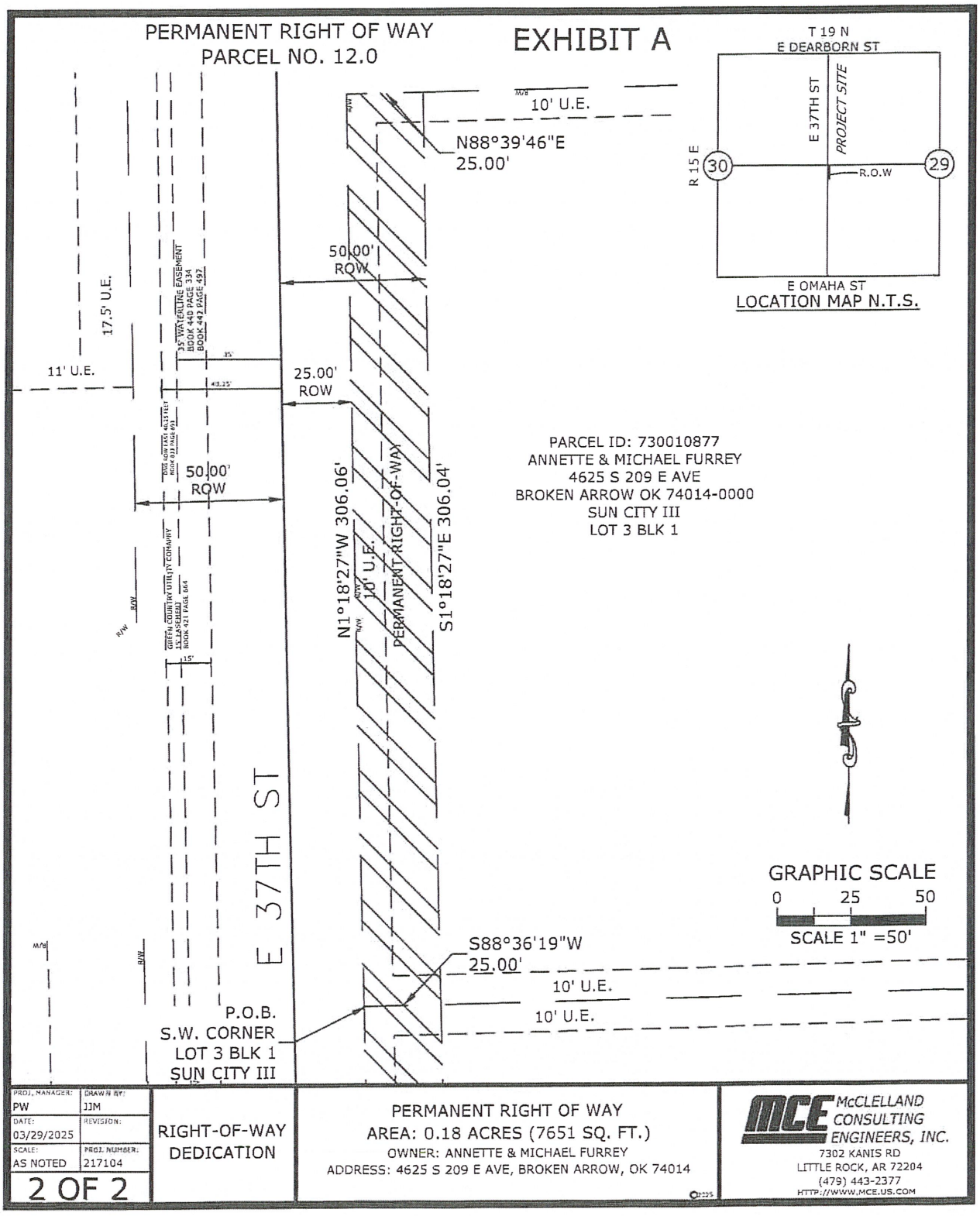
This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903



Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

PROJ. MANAGER: PW	DRAWN BY: JJM	RIGHT-OF-WAY DEDICATION	PERMANENT RIGHT OF WAY AREA: 0.18 ACRES (7651 SQ. FT.) OWNER: ANNETTE & MICHAEL FURREY ADDRESS: 4625 S 209 E AVE, BROKEN ARROW, OK 74014	McCLELLAND CONSULTING ENGINEERS, INC. 7302 KANIS RD LITTLE ROCK, AR 72204 (479) 443-2377 HTTP://WWW.MCE.US.COM
DATE: 03/29/2025	REVISIONS:			
SCALE: AS NOTED	PROJ. NUMBER: 217104			
1 OF 2				

©2025



PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7651 SQ. FT.)
OWNER: ANNETTE & MICHAEL FURREY
ADDRESS: 4625 S 209 E AVE, BROKEN ARROW, OK 74014

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

DONATION CERTIFICATE

Project: ST21390 County: Wagoner State: OK Parcel: 12.0 + 12.1

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

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

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

Signature	Printed Name	Date
Annette Furrey Martin	Annette Furrey Martin Michael Furrey	5-3-25
Agent Signature	Title	Date
	Acquisition Agent	

RECEIVED
MAY - 8 2025

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

City of Broken Arrow

Request for Action

File #: 25-1018, **Version:** 1

Broken Arrow City Council
Meeting of: 7-14-2025

Title:

Approval of and authorization to execute Resolution No. 1674, A resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 0.07 acres of Permanent Right-of-Way, and Parcel 4.A consisting of 0.02 Acres of Temporary Construction Easement and Parcel 4.B consisting of 0.01 Acres of Temporary Construction Easement, located at 12808 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Daniel Matthew Lewis and Jill Lewis for the Aspen Widening-Shreveport to Tucson, Parcels 4.0, 4.A and 4.B (Project No. ST2031)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Daniel Matthew Lewis and Jill Lewis, the owners. Parcel 4.0 consists of 0.07 acres of permanent Right-of-Way, Parcel 4.A consists of 0.02 Acres of Temporary Construction Easement and Parcel 4.B consists of 0.01 Acres of Temporary Construction Easement located at 12808 South 145th East Avenue in Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Daniel Matthew Lewis and Jill Lewis have accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 3,241.10 SQUARE FEET (SF) @ $2.00 SF = $6,482.20
Improvements: Landscaping: (3 large trees) $3,200, Excavate and create new driveway 1,740 SF x $9.00= $15,660, Chain link cross fencing 12 Linear Feet (LF) x $17.40 = $208.80, 3 rail wood fencing 162 LF x $21.30 = $3,450.60, Total $22,519.40
Temporary Construction Easements: $480.00
Proximity Damages: $17,704.00
Total Just Compensation Amount (Rounded) = $47,190

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the July 14, 2025 City Council Claims List.

Cost: $47,190.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1674

General Warranty Deed
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit
Affidavit for Title or Ownership of Land - Exempt Business or Trust

Recommendation:

Approve and authorize execution of Resolution No. 1674

CITY OF
BROKEN ARROW
Where opportunity lives

May 9, 2025

Daniel Lewis
12808 S 145th E Ave.
Broken Arrow, OK 74011

RE: ASPEN AVENUE ROADWAY IMPROVEMENTS: SHREVEPORT TO TUCSON, PROJECT NO. ST2031, PARCEL NO. 4.0, FINAL OFFER LETTER

PROPERTY ADDRESS: 12808 S 145th E AVE., BROKEN ARROW, OK 74011

Mr. Lewis:

The City of Broken Arrow has made changes in the amount of land required for this project. The numbers reflect this change. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is being made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 3,241.10 SQUARE FEET (SF) @ $2.00 SF = **$6,482.20**
Improvements: Landscaping: (3 large trees) $3,200, Excavate and create new driveway 1,740 SF x $9.00= **$15,660**, Chain link cross fencing 12 Linear Feet (LF) x $17.40 = **$208.80**, 3 rail wood fencing 162 LF x $21.30 = **$3,450.60,** Total **$22,519.40**
Temporary Construction Easements: $480.00
Proximity Damages: $17,704.00
Total Just Compensation Amount (Rounded) = $47,190

By your signature on this letter, you have accepted the City's offer of $47,190.00. Please return this document in the self-addressed-stamped-envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435, or 918-576-4506. Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Daniel Lewis

MLS/ao
enc

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

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

By:_____
Daniel Matthew Lewis

By:_____
Jill Lewis

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared Daniel Lewis and Jill Lewis, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $47,190.00

Owner's Mailing Address: _____

Owner Requests Check:

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

Check Payable to: Daniel Lewis

Signature/Date:

Owner/s: Daniel Lewis Date: 7-8-25

Agent: Amy O'Daniel Date: 7-8-25

Project: ST2031 Aspen Avenue Roadway Improvements ~~ Shreveport to Tucson, Parcel 4.0, 4.A and 4.B

GENERAL WARRANTY DEED

THIS INDENTURE is made this 8th day of ~~June~~ July, 2025, between DANIEL LEWIS aka DANIEL MATTHEW LEWIS and JILL LEWIS, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

Daniel Lewis AKA Daniel Matthew Lewis

Daniel Lewis aka Daniel Matthew Lewis

Jill Lewis

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared Daniel Lewis aka Daniel Matthew Lewis and Jill Lewis, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date: 7/8/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 4.0

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE/4) Section 4, T17N-R14E
Tulsa County, Oklahoma

Lewis, Sharon & Daniel

Roadway Right of Way Easement

A tract of land lying in the Southeast Quarter (SE/4) Section 4, Township 17 North Range 14 East, Tulsa County, State of Oklahoma, said tract being more particularly described by metes and bounds as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE/4) Section 4;

Thence N 01°36'51" W on the East line of said Southeast Quarter (SE/4) a distance of 662.07 feet;

Thence S 88°23'09" W a distance of 38.00 feet to a point on the Westerly Existing Right of Way line of South Aspen Avenue, said point also being the Point of Beginning.

Thence S 88°45'25" W on said Existing Right of Way line a distance of 12.00 feet;

Thence N 01°36'51" W on a line being parallel with 50.00 feet West of the East Line of said Southeast Quarter (SE/4) a distance of 198.01 feet to a point on the North line of a property described in Document # 2012074297 filed for record at the Tulsa County Clerk's office;

Thence N 88°44'38" E on said North property line a distance of 25.25 feet to a point on the West Statutory Right of Way line of South Aspen Avenue;

Thence S 01°36'51" E on said Statutory Right of Way line a distance of 51.42 feet to a point on the Westerly Existing Right of Way line of South Aspen Avenue

Thence S 88°23'09" W on said Existing Right of Way line a distance of 10.75 feet;

Thence S 00°38'12" E on said Existing Right of Way line a distance of 146.53 feet to the Point of Beginning.

Said tract contains 0.07 acres (3,241.10 sq. ft.) of land as described.

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE/4) Section 4, T17N-R14E
Tulsa County, Oklahoma

Lewis, Sharon & David

Roadway Right of Way Easement

Surveyor's Certification

I, Darren M. Smith of CEC Corporation, certify that the legal description closes in accordance with existing records, is a true representation of the easement as described, meets the minimum technical standards for land surveying of the State of Oklahoma, and is not a land or boundary survey.

Darren M. Smith, P.L.S #1552
CEC Corporation
CA No. 32, Expiration Date: 06-30-2026



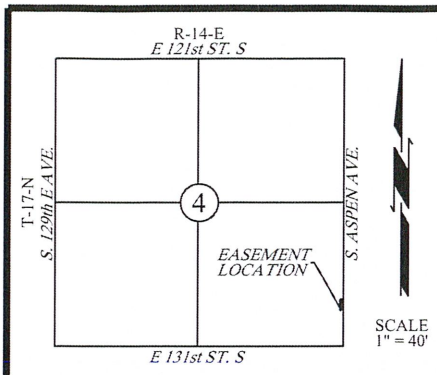
Roadway Right of Way Easement

PARCEL 4.0

EXHIBIT "A"

PAGE 3 OF 3

PART OF THE SE/4
SECTION 4, T17N-R14E
TULSA COUNTY, OK
LEWIS, SHARON & DANIEL
0.07 ACRES (3,241.10 SQ. FT.)
OF ROADWAY RIGHT OF WAY EASEMENT



SE/4
SEC. 4

N 88°44'38" E
25.25'

STATUTORY RIGHT OF WAY

PROPERTY LINE

S 01°36'51" E 51.42'

SECTION LINE

S 88°23'09" W
10.75'

N 01°36'51" W 198.01'

S 00°38'12" E 146.53'

LEWIS, SHARON & DANIEL
DOC# 2012074297

SW/4
SEC. 3

S ASPEN AVE

S 88°23'09" W
38.00'

PROPERTY LINE

S 88°45'25" W
12.00'

POINT OF BEGINNING

N 01°36'51" W
662.07'

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SE/4 SEC. 4 T17N-R14E

BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF THE SE/4 SECTION 4 T17N-R14E BEARING N 01°36'51" W

ROADWAY RIGHT OF WAY EASEMENT

CEC Corporation
Surveying & Mapping Division
4555 W. MEMORIAL RD.
OKLAHOMA CITY, OK 73142
405.753.4200

CA #32 EXP. 06-30-2026	REVISED:		
	DRAWN:	AM	08/1
	APPROVED:	DS	08/1

RESOLUTION NO. 1674

APPROVAL OF AND AUTHORIZATION TO EXECUTE RESOLUTION NO. 1674. A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 4.0, WHICH CONSISTS OF 0.07 ACRES OF PERMANENT RIGHT-OF-WAY FOR THE ASPEN/JASPER INTERSECTION IMPROVEMENTS, LOCATED AT 12808 SOUTH 145TH EAST AVENUE IN BROKEN ARROW IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM DANIEL MATTHEW LEWIS AND JILL LEWIS AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $47,190.00 FOR THE ASPEN/JASPER INTERSECTION IMPROVEMENTS, PARCEL 4.0. (PROJECT NO. ST2031)

WHEREAS, the right-of-way acquisition for the Aspen Widening-Shreveport to Tucson has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $47,190.00 to Daniel Matthew Lewis and Jill Lewis, the property owner of Parcel 4.0, which consists of 0.07 acres of Permanent Right of Way located at 12808 South 145th East Avenue, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 4.0 from Daniel Matthew Lewis and Jill Lewis, and authorizes payment in the amount of $47,190.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBITS "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 8th day of July 2025.

Daniel Lewis aka Daniel Matthew Lewis

Jill Lewis

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared **Daniel Lewis aka Daniel Matthew Lewis and Jill Lewis**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date: 7/8/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 4.A and 4.B

EXHIBIT "A"

PAGE 1 OF 2

PARCEL NO. 4.A
PROJECT NO. 190376

190376
Parcel No. 4.A

Temporary Construction Easement

A Fifteen Foot (15') Temporary Construction Easement located in part of the Southeast Quarter (SE/4) of Section 4, Township 17 North, Range 14 East I.M. Tulsa County, Oklahoma. Said Easement being more particularly described as follows:

Commencing at the Southeast Corner of said Section 4;
Thence N 01°36'51" W on the East line of said Section 4 a distance of 761.39 feet;
Thence S 88°23'09" W a distance of 60.00 feet to the Point of Beginning;
Thence S 88°23'09" W a distance of 15.00 feet;
Thence N 01°36'51" W and parallel with the East line of Section 4 a distance of 45.00 feet;
Thence N 88°23'09" E a distance of 15.00 feet;
Thence S 01°36'51" E and parallel with the East line of Section 4 a distance of 45.00 feet to the Point of Beginning.

Containing 0.02 Acres (675.00 Sq. Ft.), more or less.

Basis of Bearing:
Grid North as established by Oklahoma State Plane System,
NAD 83 (2011), North zone

This Description was prepared by:
Darren M. Smith, PLS #1552
CEC Corporation, CA #32
06-30-2026

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

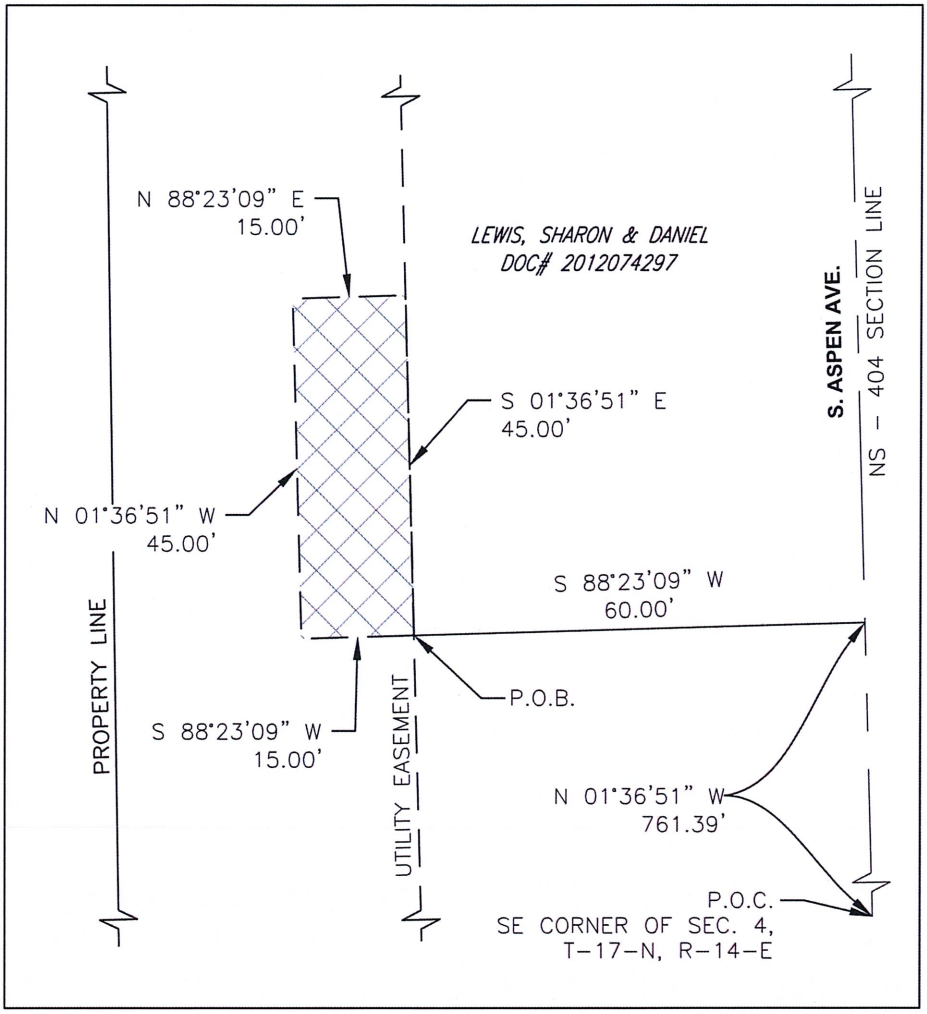
DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 4.A

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"
PROJECT NO. 190376

EXHIBIT "A"

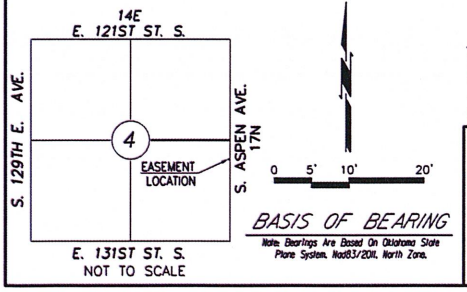
PAGE 2 OF 2

PARCEL NO. 4.A
PROJECT NO. 190376



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the Workspace Agreement description, as shown hereon, it is not a Land or Boundary Survey.



Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142

LICENSED PROFESSIONAL LAND SURVEYOR
DARREN M. SMITH
LS 1552
4/8/2025
OKLAHOMA

CEC

4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 4.A

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"

PROJECT NO. 190376

EXHIBIT "A"

PAGE 1 OF 2

PARCEL NO. 4.B
PROJECT NO. 190376

190376
Parcel No. 4.B

Temporary Construction Easement

A Fifteen Foot (15') Temporary Construction Easement located in part of the Southeast Quarter (SE/4) of Section 4, Township 17 North, Range 14 East I.M. Tulsa County, Oklahoma. Said Easement being more particularly described as follows:

Commencing at the Southeast Corner of said Section 4;
Thence N 01°36'51" W on the East line of said Section 4 a distance of 823.01 feet;
Thence S 88°23'09" W a distance of 60.00 feet to the Point of Beginning;
Thence S 88°23'09" W a distance of 15.00 feet;
Thence N 01°36'51" W and parallel with the East line of Section 4 a distance of 35.00 feet;
Thence N 88°23'09" E a distance of 15.00 feet;
Thence S 01°36'51" E and parallel with the East line of Section 4 a distance of 35.00 feet to the Point of Beginning.

Containing 0.01 Acres (525.00 Sq. Ft.), more or less.

Basis of Bearing:
Grid North as established by Oklahoma State Plane System,
NAD 83 (2011), North zone

This Description was prepared by:
Darren M. Smith, PLS #1552
CEC Corporation, CA #32
06-30-2026

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

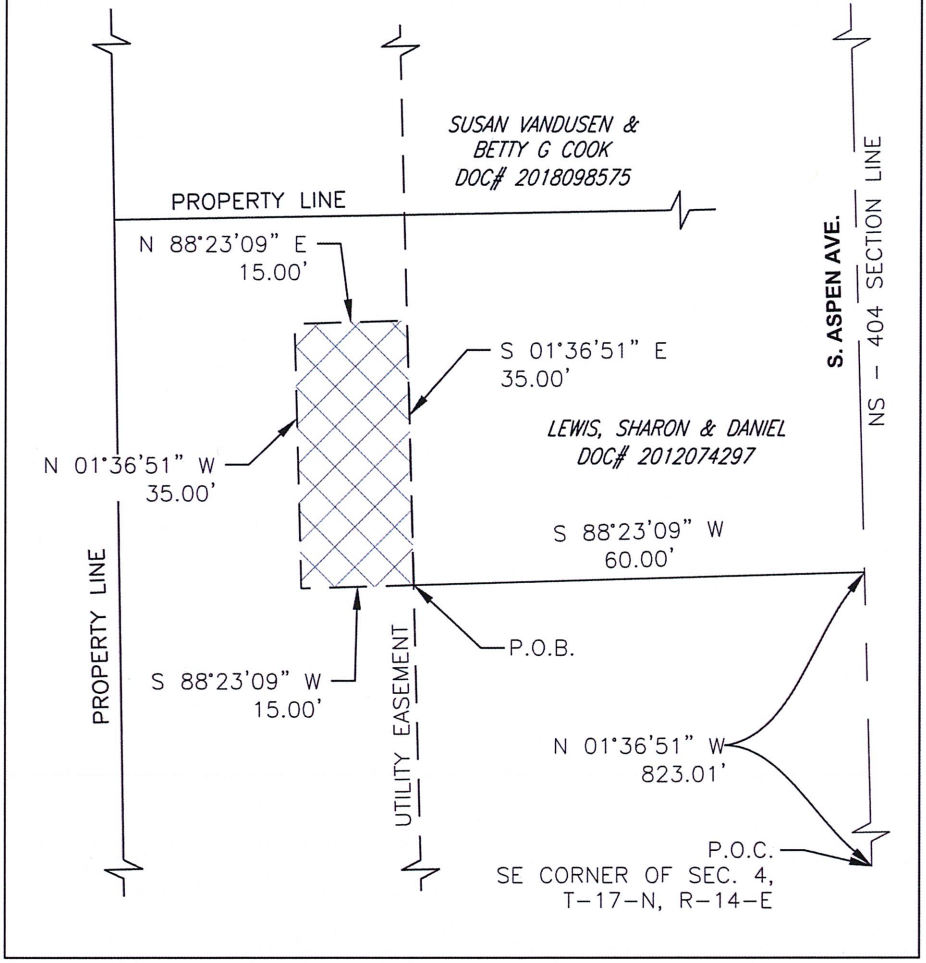
DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 4.B

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"
PROJECT NO. 190376

EXHIBIT "A"

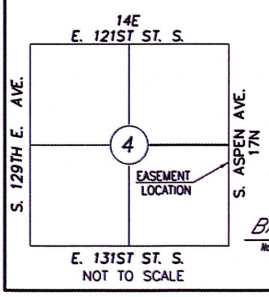
PAGE 2 OF 2

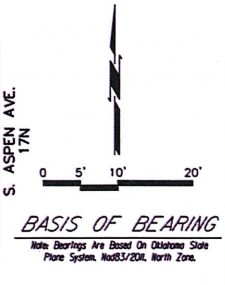
PARCEL NO. 4.B
PROJECT NO. 190376



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the Workspace Agreement description, as shown hereon, it is not a Land or Boundary Survey.





Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142



CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 4.B

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"

PROJECT NO. 190376

City of Broken Arrow

Request for Action

File #: 25-1020, **Version:** 1

Broken Arrow City Council
Meeting of: 7-14-2025

Title:

Approval of and authorization to execute Resolution No. 1675, A resolution authorizing acceptance of a General Warranty Deed for Parcel 6.0, consisting of 0.19 acres of Permanent Right-of-Way located at 12820 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from John T. McLemore III and Christine W. McLemore for the Aspen Widening-Shreveport to Tucson, Parcel 6.0 (Project No. ST2031)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from John T. McLemore III and Christine W. McLemore, the owners. Parcel 6.0 consists of 0.19 acres of permanent Right-of-Way located at 12820 South 145th East Avenue in Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. John T. McLemore III and Christine W. McLemore, have accepted the following offer, made subject to City Council approval:

Fee simple, Permanent Right of Way: 8,355.50 Square Feet (SF) @ $2.00 SF = $16,711.00
Improvements: Landscaping: (trees) $2,000, Concrete driveway 319 SF x $9.00 = $2,871, Total $4,871.00
Cost to Cure Relocate gate and keypad (1) = $11,795.00
Total Just Compensation Amount (Rounded) = $33,380.00

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the July 14, 2025 City Council Claims List.

Cost: $33,380.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1675
General Warranty Deed
Acceptance Letter
Conditions and Request for Payment
Affidavit
Affidavit for Title or Ownership of Land - Exempt Business or Trust

Recommendation:

Approve and authorize execution of Resolution No. 1675

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

June 18, 2025

John and Christine McLemore
P.O. Box 700420
Tulsa, OK 74170

RE: ASPEN AVENUE ROADWAY IMPROVEMENTS: SHREVEPORT TO TUCSON, PROJECT NO. ST2031, PARCEL NO. 6.0, FINAL REVISED OFFER LETTER

PROPERTY ADDRESS: 12820 S 145th E AVE., BROKEN ARROW, OK 74011

Mr. and Mrs. McLemore,

The City of Broken Arrow has made changes in the amount of land required for this project. The numbers reflect this change. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is being made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 8,355.50 Square Feet (SF) @ $2.00 SF = $16,711.00
Improvements: Landscaping: (trees) $2,000, Concrete driveway 319 SF x $9.00 = $2,871, Total $4,871.00
Cost to Cure Relocate gate and keypad (1) = $11,795.00
Total Just Compensation Amount (Rounded) = $33,380.00

By your signature on this letter, you have accepted the City's offer of $33,380.00. Please return this document in the self-addressed-stamped-envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435, or 918-576-4506. Please respond within 7 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao
enc

John T McLemore III

Christine W McLemore

WE HAVE SIGNED THIS UNDER PROTEST. WE DO NOT BELIEVE THE LAND VALUE IS FAIR OR A TRUE REPRESENTATION OF MARKET VALUE.

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

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

By Christine W. McLemore
for J. T. McLemore

By:_____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared JOHN T. MCLEMORE and CHRISTINE W. MCLEMORE, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

MICHELLE RICHIE
Notary Public, State of Oklahoma
Commission # 08007348
My Commission Expires 07-17-2028

Michelle Richie
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $33,380.00

Owner's Mailing Address: P.O. Box 700420 Tulsa, OK 74170

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: John T. McLemore and Christine W. McLemore

Signature/Date:

Owner/s: John T. McLemore Date: 7-8-2025

Christine W. McLemore 7-8-25

Agent: Amy O'Laughlin Date: 7-8-2025

Project: ST2031: Aspen Avenue Roadway Improvements ~~ Shreveport to Tucson, Parcel 6.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 8th day of July, 2025, between JOHN T. MCLEMORE III and CHRISTINE W. MCLEMORE, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

John T. McLemore III

Christine W. McLemore

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared JOHN T. MCLEMORE III and CHRISTINE W. MCLEMORE, known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

MICHELLE RICHIE
Notary Public, State of Oklahoma
Commission # 08007348
My Commission Expires 07-17-2028

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Checked: 7/8/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 6.0

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE/4) Section 4, T17N-R14E
Tulsa County, Oklahoma

MCLEMORE, JOHN

Roadway Right of Way Easement

A tract of land lying in the Southeast Quarter (SE/4) Section 4, Township 17 North Range 14 East, Tulsa County, State of Oklahoma, said tract being more particularly described by metes and bounds as follows:

Commencing at the Southeast Corner of said Southeast Quarter (SE/4);

Thence N 01°36'51" W on the East line of said Southeast Quarter (SE/4) a distance of 1,323.82 feet;

Thence S 88°23'09" W a distance of 24.75 feet to a point on the West Statutory Right of Way line of South Aspen Avenue, said point also being on the South line of a property described in Document #2015014672 filed for record at the Tulsa County Clerk's office, said point being the Point of Beginning;

Thence S 88°43'19" W on the South line of said property a distance of 25.25 feet;

Thence N 01°36'51" W on a line being parallel with and 50.00 feet West of the East line of said Southeast Quarter (SE/4) a distance of 330.91 feet to a point on the North line of said property;

Thence N 88°42'39" E on the North line of said property a distance of 25.25 feet to a point on said West Statutory Right of Way line;

Thence S 01°36'51" E on said West Statutory Right of Way line a distance of 330.91 feet to the Point of Beginning.

Said tract contains 0.19 acres (8,355.50 sq. ft.) of land as described.

I, Darren M. Smith of CEC Corporation, certify that the legal description closes in accordance with existing records, is a true representation of the easement as described, meets the minimum technical standards for land surveying of the State of Oklahoma, and is not a land or boundary survey.

Darren M. Smith, P.L.S #1552
CEC Corporation
CA No. 32, Expiration Date: 06-30-2026



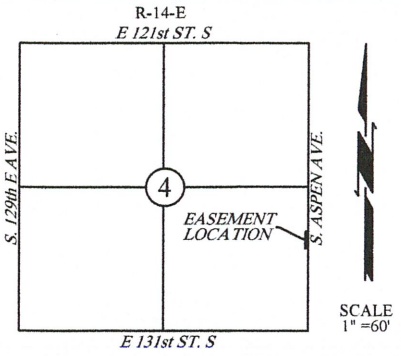
Roadway Right of Way Easement

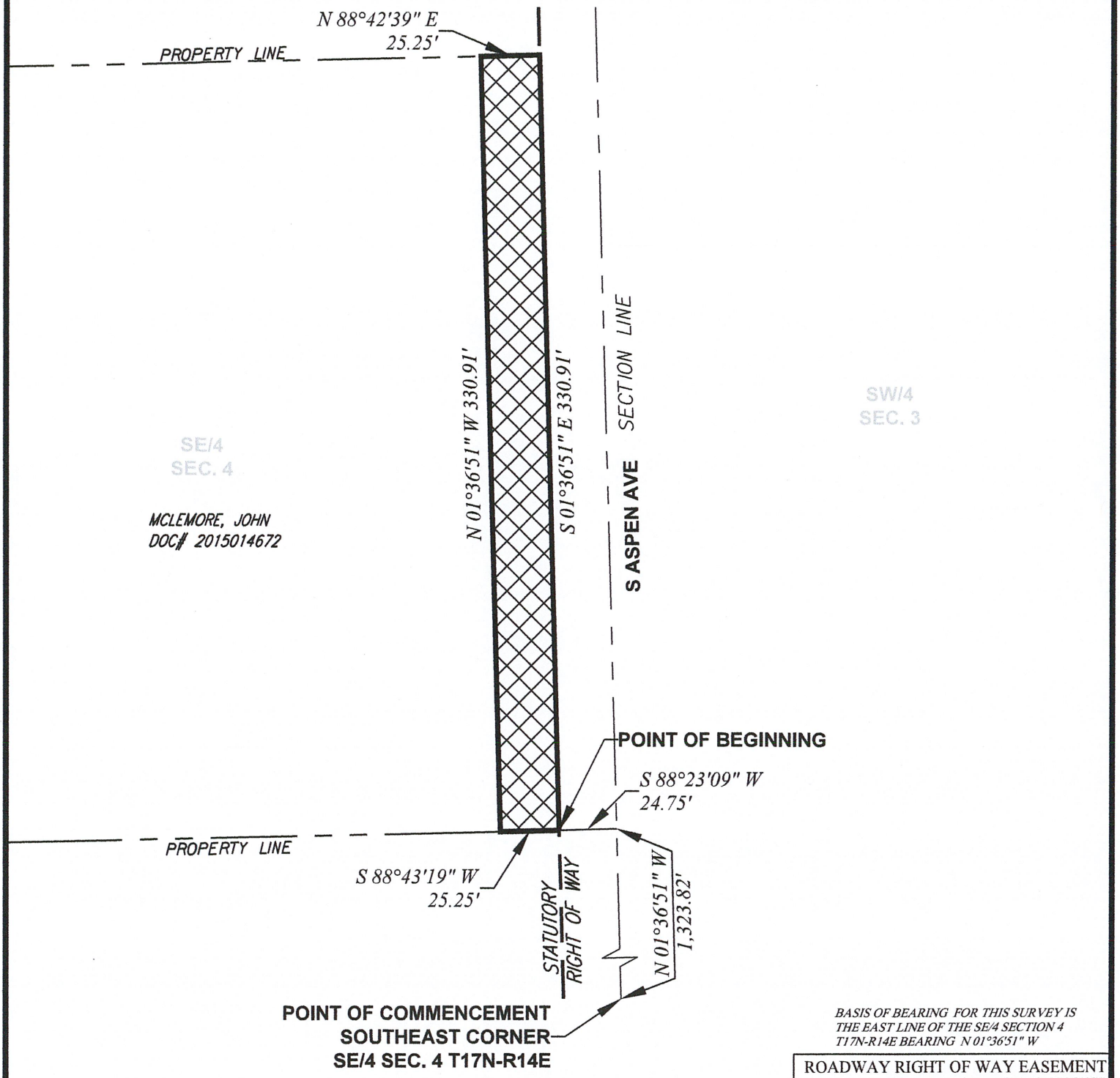
PARCEL 6.0

EXHIBIT "A"

PAGE 2 OF 2

PART OF THE SE/4
SECTION 4, T17N-R14E
TULSA COUNTY, OK
MCLEMORE, JOHN
0.19 ACRES (8355.50 SQ. FT.)
OF ROADWAY RIGHT OF WAY EASEMENT





BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF THE SE/4 SECTION 4 T17N-R14E BEARING N 01°36'51" W

ROADWAY RIGHT OF WAY EASEMENT

CEC Corporation
Surveying & Mapping Division
4555 W. MEMORIAL RD.
OKLAHOMA CITY, OK 73142
405.753.4200

REVISED:			
CA #32 EXP. 06-30-2026	DRAWN:	AM	8/1
	APPROVED:	DS	8/1

RESOLUTION NO. 1675

APPROVAL OF AND AUTHORIZATION TO EXECUTE RESOLUTION NO. 1675. A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 6.0, WHICH CONSISTS OF 0.19 ACRES OF PERMANENT RIGHT-OF-WAY FOR THE ASPEN WIDENING-SHREVEPORT TO TUCSON LOCATED AT 12820 SOUTH 145TH EAST AVENUE IN BROKEN ARROW IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM JOHN T. MCLEMORE III AND CHRISTINE W. MCLEMORE AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $33,380.00 FOR THE ASPEN WIDENING-SHREVEPORT TO TUCSON, PARCEL 6.0. (PROJECT NO. ST2031)

WHEREAS, the right-of-way acquisition for the Aspen Widening-Shreveport to Tucson has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $33,380.00 to John T. McLemore III and Christine W. McLemore, the property owner of Parcel 6.0, which consists of 0.19 acres of Permanent Right of Way located at 12820 South 145th East Avenue, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 6.0 from John T. McLemore III and Christine W. McLemore and authorizes payment in the amount of $33,380.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1019, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Approval of and authorization to execute Resolution No. 1676, A resolution authorizing acceptance of a General Warranty Deed for Parcel 5.0, consisting of 0.27 acres of Permanent Right-of-Way, and Parcel 5.C consisting of 0.01 Acres of Temporary Construction Easement and Parcel 5.D consisting of 0.02 Acres of Temporary Construction Easement, located at 12910 South 145th East Avenue, Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, from Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022, for the Aspen Widening-Shreveport to Tucson, Parcels 5.0, 5.C and 5.D (Project No. ST2031

Background:
The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022, the owners. Parcel 5.0 consists of 0.27 acres of permanent Right-of-Way, Parcel 5.C consists of 0.01 Acres of Temporary Construction Easement and Parcel 5.D consists of 0.02 Acres of Temporary Construction Easement located at 12910 South 145th East Avenue in Broken Arrow, Oklahoma in the Southeast Quarter of Section 4, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022, have accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 11,711.41 Square Feet (SF) @ $2.00 SF = $23,422.82
Improvements: Asphalt driveway 253 SF x $5.00 = $1,265, Landscaping: (18 trees) $18,000, Gravel drive 227 SF x $2.00 = $454, Iron fencing 46 Linear Feet (LF) x $30.00 = $1,380, Iron gate/brick pillars and fence relocate: $10,000, Total $31,099
Temporary Construction Easements: $530
Total Just Compensation Amount (Rounded) = $55,052

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed. Payment of the compensation amount is on the July 14, 2025 City Council Claims List.

Cost: $55,052.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1676
General Warranty Deed
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit
Affidavit for Title or Ownership of Land - Exempt Business or Trust

Recommendation:
Approve and authorize execution of Resolution No. 1676

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

June 25, 2025

Van Dusen Family Trust
12910 S 145th E Ave
Broken Arrow, OK 74011

RE: ASPEN AVENUE ROADWAY IMPROVEMENTS: SHREVEPORT TO TUCSON, PROJECT NO. ST2031, PARCEL NO. 5.0, FINAL 2ND REVISED OFFER LETTER

PROPERTY ADDRESS: 12910 S 145th E AVE., BROKEN ARROW, OK 74011

The Van Dusen Family Trust,

The City of Broken Arrow has made changes in the amount of land required for this project. The numbers reflect this change. With a fair market value for the portion to be acquired now completed, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is being made by the City subject to City Council approval:

Fee simple, Permanent Right of Way: 11,711.41 Square Feet (SF) @ $2.00 SF = **$23,422.82**
Improvements: Asphalt driveway 253 SF x $5.00 = $1,265, Landscaping: (18 trees) $18,000, Gravel drive 227 SF x $2.00 = $454, Iron fencing 46 Linear Feet (LF) x $30.00 = $1,380, Iron gate/brick pillars and fence relocate: $10,000, Total **$31,099**
Temporary Construction Easements: **$530**
Total Just Compensation Amount (Rounded) = $55,052

By your signature on this letter, you have accepted the City's offer of $55,052.00. Please return this document in the self-addressed-stamped-envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435, or 918-576-4506. Please respond within 5 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ajo
enc

Van Dusen Family Trust,
dated January 31, 2022

Virgil Raymond Van Dusen, Trustee

Susan Denise Van Dusen, Trustee

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Michael L. Spurgeon (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states as of the date of this Affidavit:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.

2. I am a/an City Manager (role, such as titled officer or trustee) of City of Broken Arrow, a municipal corporation (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which took title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.

3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

> No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. For purposes of this Affidavit, I acknowledge and understand that to be "engaged in regulated interstate commerce in accordance with federal law," means all the Entity's business activities in Oklahoma must be either: (a) expressly permitted by federal regulation or federal law, or (b) not prohibited by federal regulation or federal law. I further acknowledge and understand that an entity engaged in or supporting the cultivation of marijuana in Oklahoma is not "engaged in regulated interstate commerce in accordance with federal law." I have read the provisions of 60 O.S. § 121 and this Affidavit and certify that the Entity is engaged in regulated interstate commerce in accordance with federal law."

5. No funding source is being used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.

6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ _____

AFFIANT, individually, and as authorized agent of the Entity Date

The foregoing instrument was acknowledged before me this____day of_____, 2025, by Michael L Spurgeon.

_____

NOTARY PUBLIC

AFFIDAVIT

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

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

By: Virgil Raymond Van Dusen
Virgil Raymond Van Dusen, Trustee

By: Susan Denise Van Dusen
Susan Denise Van Dusen, Trustee

8th BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of July, 2025, personally appeared **Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022** , to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Chain link fence along new right-of-way will be replaced with similar chain link fencing, and the chain link gate will be moved as needed.

Call Virgil Van Dusen prior to construction commencing.
ph: 918.219.7320

Terms for Payment:

Owner's request for payment in the amount of: $55,052.00

Owner's Mailing Address: 12910 S. 145th E. Ave, Broken Arrow, OK 74011

Owner Requests Check:

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

Check Payable to: VanDusen Family Trust

Signature/Date:

Owner/s: Virgil Raymond VanDusen — Date: 7/8/25

Susan VanDusen — 7/8/25

Agent: Amy O'Laughlin — Date: 7-8-2025

Project: ST2031 Aspen Avenue Roadway Improvements Parcel 5.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 26th day of June, 2025, between VIRGIL RAYMOND VAN DUSEN and SUSAN DENISE VAN DUSEN, Trustees of the VAN DUSEN FAMILY TRUST, dated January 31, 2022, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

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

VAN DUSEN FAMILY TRUST, dated January 31, 2022

Virgil Raymond Van Dusen

By: Virgil Raymond Van Dusen, Trustee

Susan Denise VanDusen

By: Susan Denise Van Dusen, Trustee

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared VIRGIL RAYMOND VAN DUSEN and SUSAN DENISE VAN DUSEN, TRUSTEES OF THE VAN DUSEN FAMILY TRUST, dated January 31, 2022, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date:: 7/8/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 5.0

EXHIBIT A

Page 1 of 2

LEGAL DESCRIPTION

Part of the Southeast Quarter (SE/4) Section 4, T17N-R14E
Tulsa County, Oklahoma

SUSAN VANDUSEN & BOBBY G. COOK

Roadway Right of Way Easement

A tract of land lying in the Southeast Quarter (SE/4) Section 4, Township 17 North Range 14 East, Tulsa County, State of Oklahoma, said tract being more particularly described by metes and bounds as follows:

Commencing at the Southeast Corner of said Southeast Quarter (SE/4);

Thence N 01°36'51" W on the East line of said Southeast Quarter (SE/4) a distance of 859.99 feet;

Thence S 88°23'09" W a distance of 24.75 feet to a point on the West Statutory Right of Way line of South Aspen Avenue said point also being on the South line of a property described in Document #2018098575 filed for record at the Tulsa County Clerk's Office and said point being the Point of Beginning;

Thence S 88°44'38" W on the South line of said property a distance of 25.25 feet;

Thence N 01°36'51" W on a line being parallel with and 50.00 feet West of the East line of said Southeast Quarter (SE/4) a distance of 463.81 feet to a point on the North line of said property;

Thence N 88°43'19" E on the North line of said property a distance of 25.25 feet to a point on the West Statutory Right of Way line of South Aspen Avenue;

Thence S 01°36'51" E on said statutory Right of Way line a distance of 463.82 feet to the Point of Beginning.

Said tract contains 0.27 acres (11,711.41 sq. ft.) of land as described.

I, Darren M. Smith of CEC Corporation, certify that the legal description closes in accordance with existing records, is a true representation of the easement as described, meets the minimum technical standards for land surveying of the State of Oklahoma, and is not a land or boundary survey.

Darren M. Smith, P.L.S #1552
CEC Corporation
CA No. 32, Expiration Date: 06-30-2026



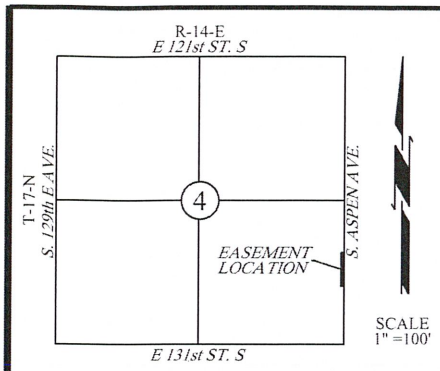
Roadway Right of Way Easement

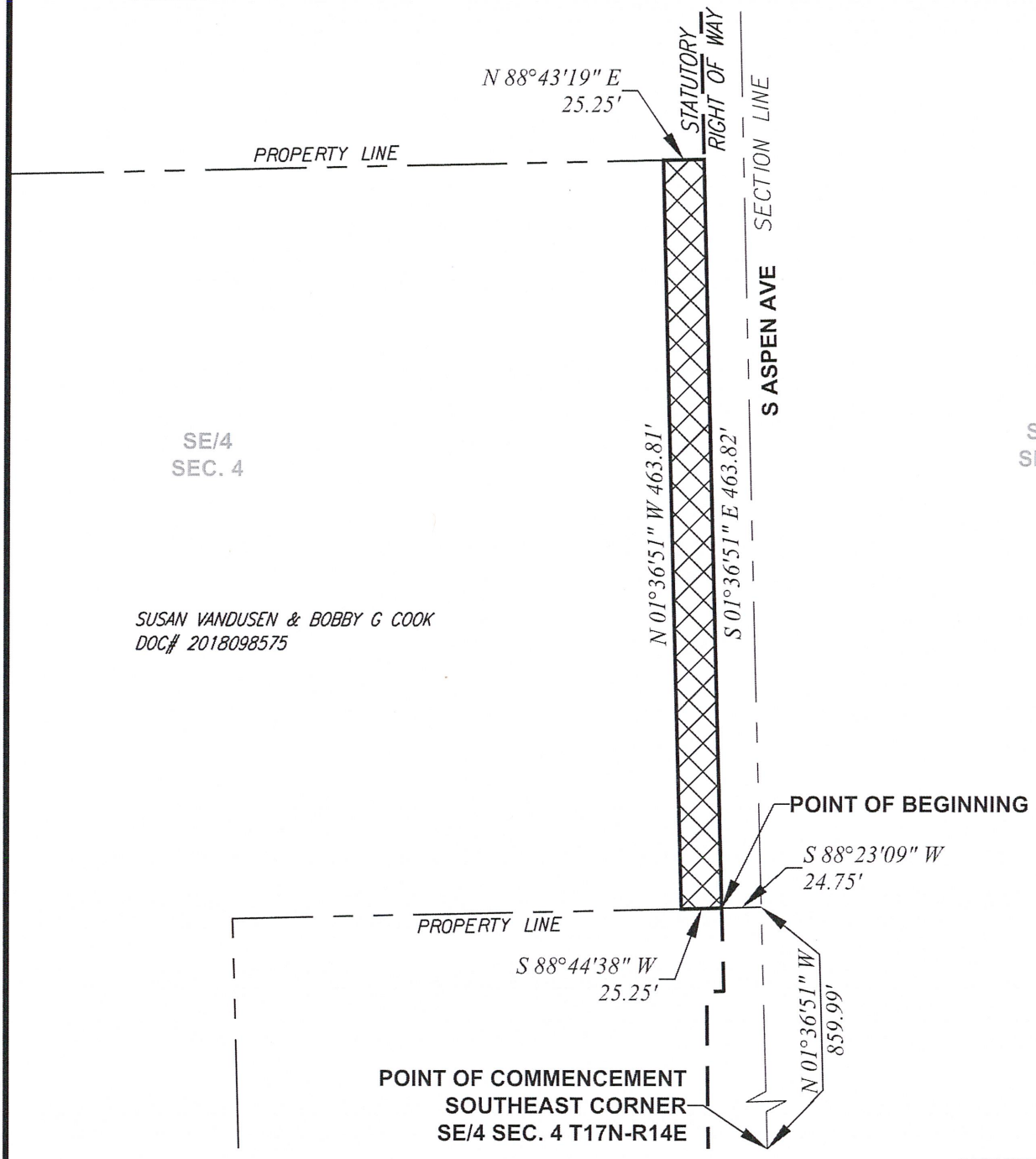
PARCEL 5.0

EXHIBIT "A"

PAGE 2 OF 2

PART OF THE SE/4
SECTION 4, T17N-R14E
TULSA COUNTY, OK
SUSAN VANDUSEN & BOBBY G. COOK
0.27 ACRES (11,711.41 SQ. FT.)
OF ROADWAY RIGHT OF WAY EASEMENT





BASIS OF BEARING FOR THIS SURVEY IS THE EAST LINE OF THE SE/4 SECTION 4 T17N-R14E BEARING N 01°36'51" W

ROADWAY RIGHT OF WAY EASEMENT

CEC Corporation
Surveying & Mapping Division
4555 W. MEMORIAL RD.
OKLAHOMA CITY, OK 73142
405.753.4200

REVISED:

CA #32 EXP. 06-30-2026 | DRAWN: AM 08/1 | APPROVED: DS 08/1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, VIRGIL RAYMOND VAN DUSEN and SUSAN DENISE VAN DUSEN, Trustees of the VAN DUSEN FAMILY TRUST, dated January 31, 2022, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, a temporary easement, through, over, and under, and across the following described property, situated in the County of **TULSA**, State of Oklahoma, to-wit:

SEE EXHIBITS "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 8th day of July 2025.

VAN DUSEN FAMILY TRUST, dated January 31, 2022

Virgil Raymond Van Dusen

By: Virgil Raymond Van Dusen, Trustee

Susan Denise Van Dusen

By: Susan Denise Van Dusen, Trustee

STATE OF Oklahoma)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July, 2025, personally appeared VIRGIL RAYMOND VAN DUSEN and SUSAN DENISE VAN DUSEN, TRUSTEES OF THE VAN DUSEN FAMILY TRUST, dated January 31, 2022, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: BSS Date:: 7/8/25
Project: ST2031 9th Aspen Widening-Shreveport to Tucson
Parcel 5.B &5.C

EXHIBIT "A"

PAGE 1 OF 2

PARCEL NO. 5.C
PROJECT NO. 190376

190376
Parcel No. 5.C

Temporary Construction Easement

A Fifteen Foot (15') Temporary Construction Easement located in part of the Southeast Quarter (SE/4) of Section 4, Township 17 North, Range 14 East I.M. Tulsa County, Oklahoma. Said Easement being more particularly described as follows:

Commencing at the Southeast Corner of said Section 4;
Thence N 01°36'51" W on the East line of said Section 4 a distance of 890.96 feet;
Thence S 88°23'09" W a distance of 60.00 feet to the Point of Beginning;
Thence S 88°23'09" W a distance of 15.00 feet;
Thence N 01°36'51" W and parallel with the East line of Section 4 a distance of 30.00 feet;
Thence N 88°23'09" E a distance of 15.00 feet;
Thence S 01°36'51" E and parallel with the East line of Section 4 a distance of 30.00 feet to the Point of Beginning.

Containing 0.01 Acres (450.00 Sq. Ft.), more or less.

Basis of Bearing:
Grid North as established by Oklahoma State Plane System,
NAD 83 (2011), North zone

This Description was prepared by:
Darren M. Smith, PLS #1552
CEC Corporation, CA #32
06-30-2026

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

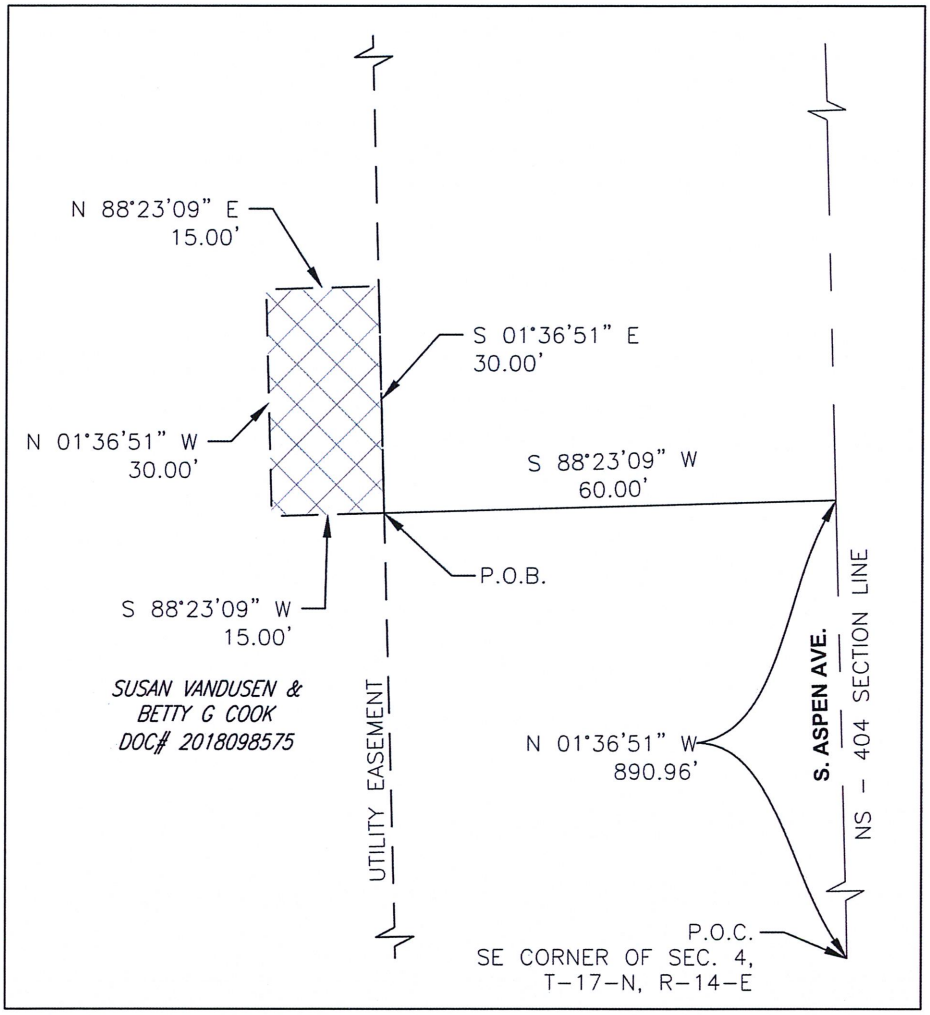
DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 5.C

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"
PROJECT NO. 190376

EXHIBIT "A"

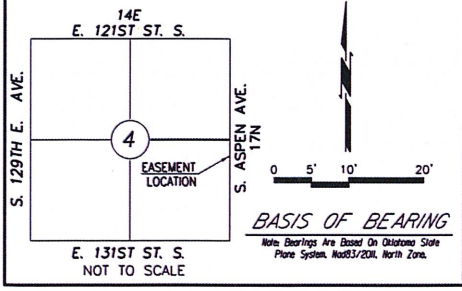
PAGE 2 OF 2

PARCEL NO. 5.C
PROJECT NO. 190376



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the Workspace Agreement description, as shown hereon, it is not a Land or Boundary Survey.



Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142

LICENSED PROFESSIONAL LAND SURVEYOR
DARREN M. SMITH
LS 1552
4/8/2025
OKLAHOMA

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 5.C

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"

PROJECT NO. 190376

EXHIBIT "A"
PAGE 1 OF 2

PARCEL NO. 5.D
PROJECT NO. 190376

190376
Parcel No. 5.D

Temporary Construction Easement

A Twenty–Five Foot (25') Temporary Construction Easement located in part of the Southeast Quarter (SE/4) of Section 4, Township 17 North, Range 14 East I.M. Tulsa County, Oklahoma. Said Easement being more particularly described as follows:

Commencing at the Southeast Corner of said Section 4;
Thence N 01°36'51" W on the East line of said Section 4 a distance of 1289.02 feet;
Thence S 88°23'09" W a distance of 60.00 feet to the Point of Beginning;
Thence S 88°23'09" W a distance of 25.00 feet;
Thence N 01°36'51" W and parallel with the East line of Section 4 a distance of 35.00 feet;
Thence N 88°23'09" E a distance of 25.00 feet;
Thence S 01°36'51" E and parallel with the East line of Section 4 a distance of 35.00 feet to the Point of Beginning.

Containing 0.02 Acres (875.00 Sq. Ft.), more or less.

Basis of Bearing:
Grid North as established by Oklahoma State Plane System,
NAD 83 (2011), North zone

This Description was prepared by:
Darren M. Smith, PLS #1552
CEC Corporation, CA #32
06–30–2026

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06–30–26

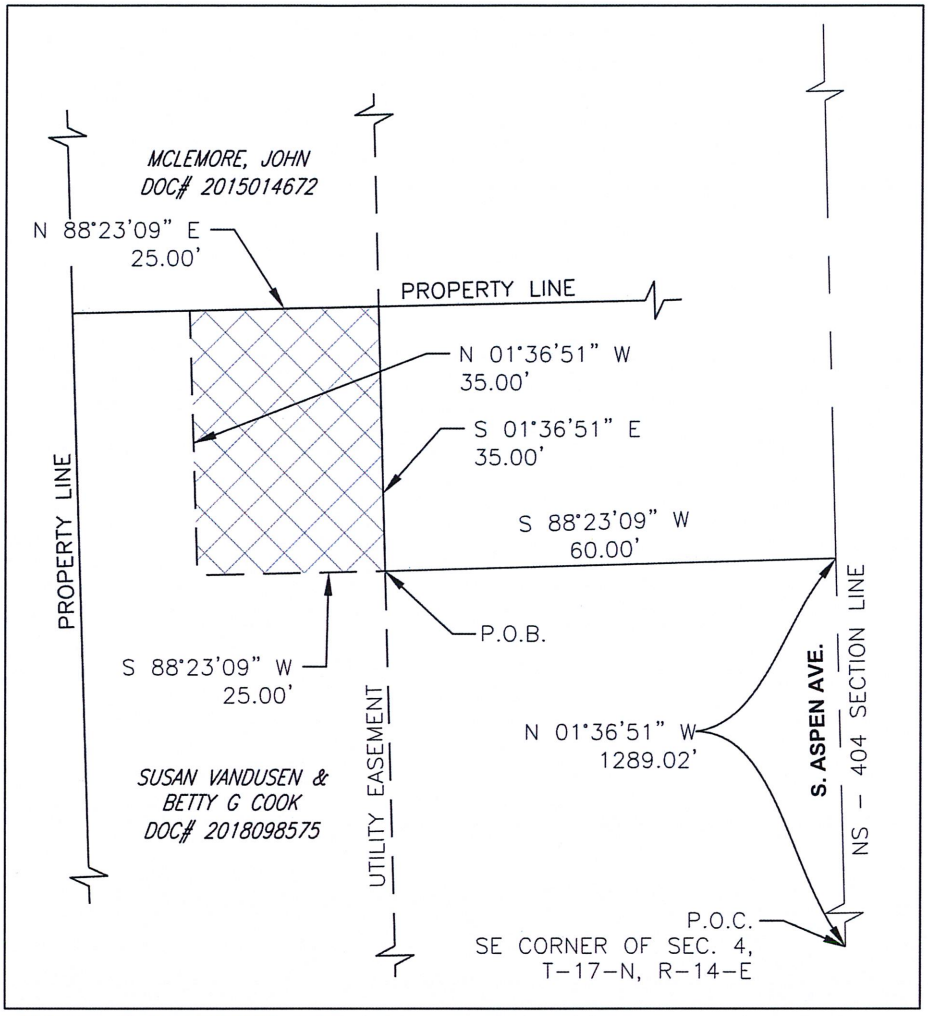
DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 5.D

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"
PROJECT NO. 190376

EXHIBIT "A"

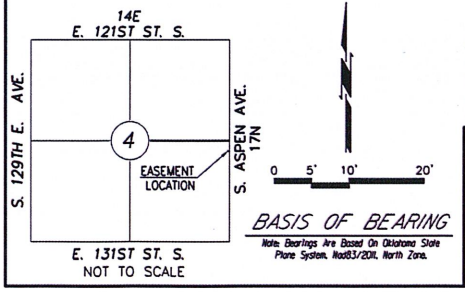
PAGE 2 OF 2

PARCEL NO. 5.D
PROJECT NO. 190376



SURVEYOR'S CERTIFICATE

I, Darren M. Smith, Registered Professional Land Surveyor, on behalf of CEC Corporation, hereby state that the attached drawing is a true and accurate representation of the Workspace Agreement description, as shown hereon, it is not a Land or Boundary Survey.



Darren M. Smith, PLS No. 1552
CEC Corporation
4555 W. Memorial Rd.
Oklahoma City, OK 73142

LICENSED PROFESSIONAL LAND SURVEYOR
DARREN M. SMITH
LS 1552
4/8/2025
OKLAHOMA

CEC
4555 W. MEMORIAL ROAD
OKLAHOMA CITY, OK 73142
(405) 753.4200
CA #32 EXP. 06-30-26

DATE: 04/08/2025
CEC PROJECT #: 190376
ASPEN AVENUE EASEMENTS
PARCEL 5.D

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT "A"

PROJECT NO. 190376

RESOLUTION NO. 1676

APPROVAL OF AND AUTHORIZATION TO EXECUTE RESOLUTION NO. 1676. A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR PARCEL 5.0, WHICH CONSISTS OF 0.27 ACRES OF PERMANENT RIGHT-OF-WAY FOR THE ASPEN WIDENING-SHREVEPORT TO TUCSON LOCATED AT 12910 SOUTH 145TH EAST AVENUE IN BROKEN ARROW IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM VIRGIL RAYMOND VAN DUSEN AND SUSAN DENISE VAN DUSEN, TRUSTEES OF THE VAN DUSEN FAMILY TRUST, DATED JANUARY 31, 2022 AND AUTHORIZATION OF PAYMENT IN THE AMOUNT OF $55,052.00 FOR THE ASPEN WIDENING-SHREVEPORT TO TUCSON PARCEL 4.0. (PROJECT NO. ST2031)

WHEREAS, the right-of-way acquisition for the Aspen Widening-Shreveport to Tucson has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $55,052.00 to Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022, the property owner of Parcel 5.0, which consists of 0.27 acres of Permanent Right of Way located at 12910 South 145th East Avenue, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 5.0 from Virgil Raymond Van Dusen and Susan Denise Van Dusen, Trustees of the Van Dusen Family Trust, dated January 31, 2022 and authorizes payment in the amount of $55,.052.00.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 14th day of July 2025.

_____
MAYOR

ATTEST:

_____
(seal) CITY CLERK

APPROVED AS TO FORM:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-938, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Acceptance of a Drainage Easement for Parcel 9.A, consisting of 313 square feet of permanent Drainage Easement, located at 8504 S Lynn Lane Road, Broken Arrow, OK 74012, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Michael J. Walker and Ronda A. Walker, and authorization of payment in the amount of $200.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 9.A (Project No. ST2027)

Background:
The attached Drainage Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Michael J. Walker and Ronda A. Walker, the owners. Parcel 9.A consists of 313 square feet of permanent drainage easement located at 8504 S Lynn Lane Road, Broken Arrow, OK 74012, in the Southeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Michael J. Walker and Ronda A. Walker have accepted the following offer, made subject to City Council approval:

Perpetual Drainage Easement: 313 SQUARE FEET = $200.00

Total Just Compensation Amount (Rounded) = $200.00

A copy of the signed acceptance of the City's offer is attached, as is the Drainage Easement. Payment of the compensation amount is on the July 14, 2025 City Council Claims List.

Cost: $200.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Drainage Easement
Acceptance Letter
Conditions for Payment
Affidavit

Recommendation:
Accept the Drainage Easement.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

May 16, 2025

Michael J Walker & Ronda A Walker
8504 S Lynn Lane Rd
Broken Arrow, OK 74012

Re: **9th Street widening from Houston Street to Washington Street**
Project No. ST2027 Parcel 9.A

Property Address: **8504 SOUTH LYNN LANE ROAD, BROKEN ARROW, OK 74012**

Mr. and Mrs. Walker,

The City of Broken Arrow has completed the design phase and is beginning the right-of-way acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City subject to City Council approval:

Perpetual Drainage Easement: $200

By your signature on this letter, you have accepted the City's offer of $200.00. Please return **this document** in the self-addressed-stamped-envelope for further processing. Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5278. Please respond within ten (10) days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

City Manager

MLS/ajo
enc

Michael J Walker
Michael J. Walker

Ronda A Walker
Ronda A. Walker

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

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

Michael J. Walker

Ronda A. Walker

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of June, 2025, personally appeared MICHAEL J. WALKER and RONDA A. WALKER, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $ 200.00

Owner's Mailing Address: 921 E Quincy St. B.A. 74012

Owner Requests Check:

- [x] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to: ~~Michael J. Walker and~~ Ronda A. Walker

Signature/Date:

Owner/s: Ronda A. Walker Date: 6-17-25

Michael J Walker 6-17-25

Agent: Date: 6/17/25

Project: ST2027 9th Street Widening-Houston to Washington, Parcel 9.A

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **MICHAEL J. WALKER and RONDA A. WALKER**, husband and wife, the owners of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 19th day of May, 2025.

Michael J. Walker

Michael J. Walker

Ronda A. Walker

Ronda A. Walker

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

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of June, 2025, personally appeared Michael J. Walker and Ronda A. Walker, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L. PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

NOTARY PUBLIC

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

Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: _____ Checked: _____
Project: 9TH STREET WIDENING: HOUSTON TO WASHINGTON
Parcel: 9.A

EXHIBIT "A"

PROPOSED PERMANENT DRAINAGE EASEMENT

PARCEL 9.A
CITY PROJECT NO. ST2027

PROPOSED DRAINAGE EASEMENT LEGAL

A parcel of land lying in the SE 1/4 of Section 14, Township 18 North, Range 14 East, City of Broken Arrow, Tulsa County, State of Oklahoma, said parcel being more particularly described as follows:

Commencing at the SE Corner of said Section 14; thence a distance of 2193.38 feet, on a bearing of N01°17'37"W (being the basis of bearings for this description) along the East line of said SE 1/4; thence a distance of 50.00 feet, on a bearing of S88°42'23"W to a point on a line being 50.00 feet West of and parallel with the East line of said SE 1/4 same being the Point of Beginning; thence S01°17'37"E along said parallel line, a distance of 25.02 feet; thence N46°17'40"W, a distance of 35.39 feet to a point on the present Southerly Right-of-Way line for East Quincy Street; thence N88°42'23"E along said present Southerly Right-of-Way line, a distance of 25.02 feet to the Point of Beginning.

Said parcel containing 313 square feet, or 0.01 acre more or less and being subject to all easements and Rights-of-Way of record.

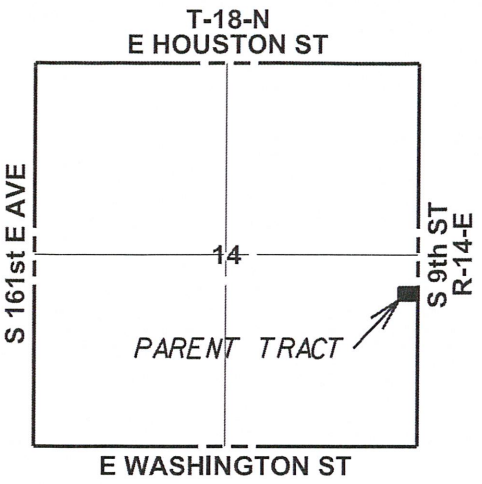
SURVEYOR'S CERTIFICATE

I, Carey E. Harris, PLS, Keystone Engineering and Land Surveying, Inc., certify that the attached legal description closes in accord with existing records, is a true representation of the real property described, and meets the minimum technical standards for land surveying of the state of Oklahoma.

Witness my hand and seal this 2nd day of February 2021.



Carey E. Harris, P.L.S. #1719
C.A. No.: 5877
Expires: 6/30/21

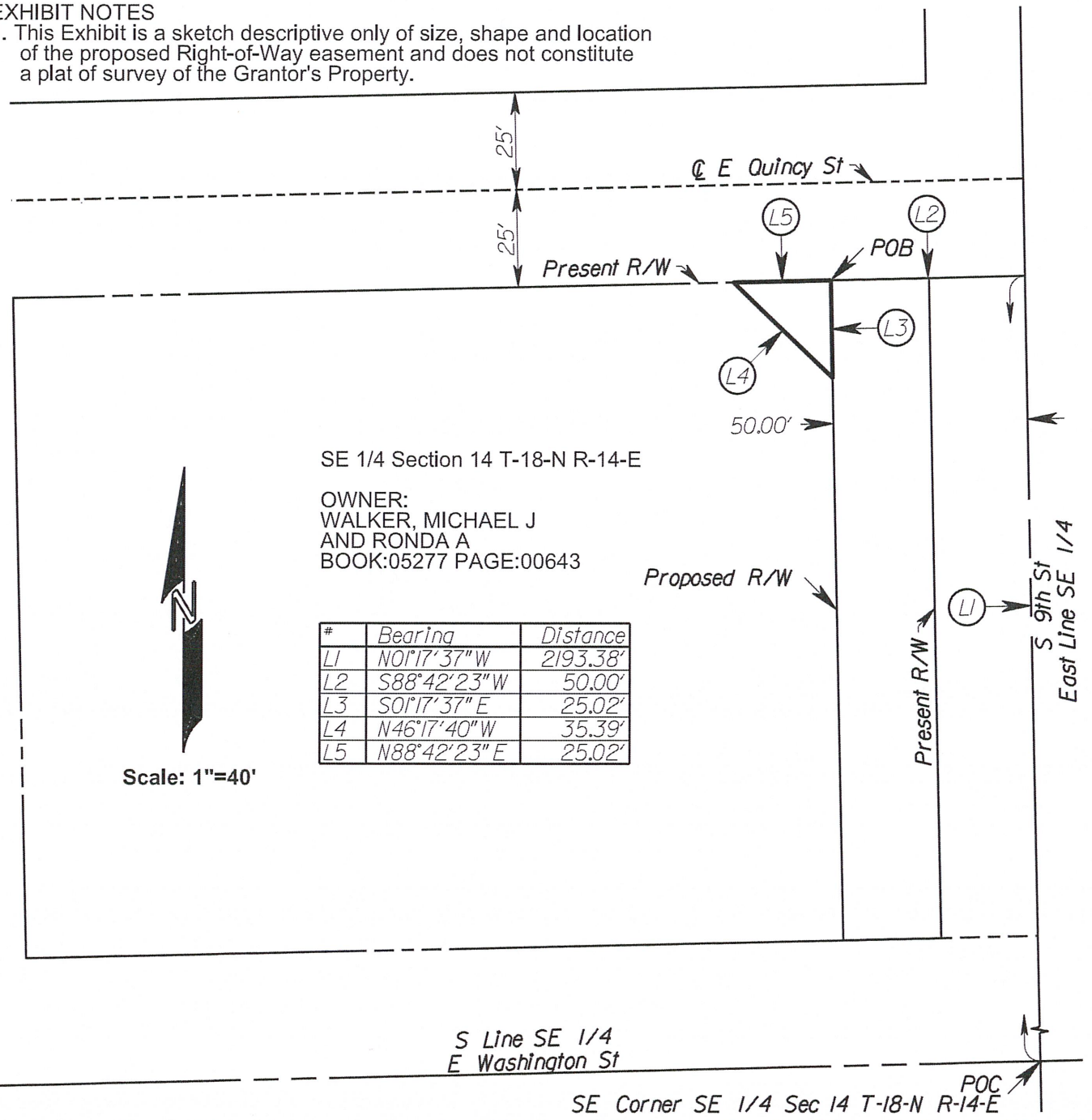


Parcel No.: 9.A
County: Tulsa
Legal Description: See Exhibit "A"
Project Number: ST2027

LEGEND
POB - Point of Beginning
POC - State Plane Coordinates
SPC - State Plane Coordinates
R/W - Right- of- Way

Tract Area	44,127	S.F.	1.01 Acres
Existing R/W	4,186	S.F.	0.09 Acres
Proposed R/W	4,271	S.F.	0.10 Acres
Rem in Tract	35,670	S.F.	0.82 Acres
Perpetual Easement	-	S.F.	- Acres
Temp Construction Easement	-	S.F.	- Acres
Drainage Easement	313	S.F.	0.01 Acres

EXHIBIT NOTES
1. This Exhibit is a sketch descriptive only of size, shape and location of the proposed Right-of-Way easement and does not constitute a plat of survey of the Grantor's Property.



#	Bearing	Distance
L1	N01°17'37"W	2193.38'
L2	S88°42'23"W	50.00'
L3	S01°17'37"E	25.02'
L4	N46°17'40"W	35.39'
L5	N88°42'23"E	25.02'

City of Broken Arrow

Request for Action

File #: 25-917, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Acceptance of a Temporary Construction Easement consisting of 0.009 acres from Marcus L. Terry and Jade N. May, the owners, on property located at 800 East Natchez Street, Broken Arrow, Oklahoma 74011, in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the 8th Street & Natchez Culvert Replacement, Parcel 2.A (Project No. SW21020)

Background:

The attached Temporary Construction Easement is being donated to the City of Broken Arrow from Marcus L. Terry and Jade N. May, the owners. Parcel 2.A consists of 0.009 acres of Temporary Construction Easement for the 8th Street & Natchez Culvert Replacement, a tract of land that is in the Northeast Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost: $0.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Temporary Construction Easement
Special Conditions

Recommendation:

Accept the Temporary Construction Easement

BROKEN ARROW
Where opportunity lives

SPECIAL CONDITIONS

Conditions: (List physical conditions required for acceptance):

The City of Broken Arrow will remove and replace the wall that was put in on the Terry and May property. The City will replace any and all landscaping that may be affected.

Signature/Date:

Owner/s: Marian Terry Date: 6/5/2025

Jade May 6/12/2025

Agent: Karen L. Pax karen Pax Date: 6/16/2025

Project: 8th/Natchez Culvert Replacement, Project No. SW21020 Parcel 2

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 6/16/2025 day of March 2025.

By: Marcus Terry
Marcus L Terry

By: Jade May
Jade N May

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 6/16/2025 day of March, 2025, personally appeared Marcus L. Terry and Jade N May, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

KAREN L PAX
NOTARY PUBLIC
WAGONER COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 01003514
EXPIRES 04-11-2029

Karen Pax
NOTARY PUBLIC

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

Graham Parker
Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ER Checked: 6/16/2025
Project: 8th/Natchez Culvert Replacement, Project # SW21020 Parcel No. 2.A

EXHIBIT "A"

TERRY, MARCUS L. & JADE N MAY
TEMPORARY CONSTRUCTION EASEMENT
392.95 SQ FEET, OR 0.009 ACRES

LEGAL DESCRIPTION 1.A:

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

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 360674.6291 AND A EASTING OF 2625295.0751; THENCE N 88°46'52.56" E A DISTANCE OF 20.03' FEET; THENCE S 00°49'53.92" E A DISTANCE OF 20.00 FEET; THENCE S 88°46'52.56" W A DISTANCE OF 18.52 FEET; WITH A CURVE TO THE RIGHT, WITH A RADIUS OF 147.91' FEET, WITH A CHORD BEARING OF N 09°03'49.16" W., WITH A CHORD DISTANCE OF 10.09' FEET TO A POINT OF CURVATURE; THENCE N 01°13'07.44" W A DISTANCE OF 10.00' FEET; TO THE POINT OF COMMENCEMENT OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 392.95 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

TERRY, MARCUS L. & JADE N MAY
TEMPORARY CONSTRUCTION EASEMENT
392.95 SQ FEET, OR 0.009 ACRES

OWNER:

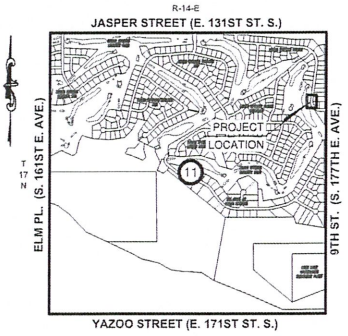
TERRY, MARCUS L AND JADE N MAY

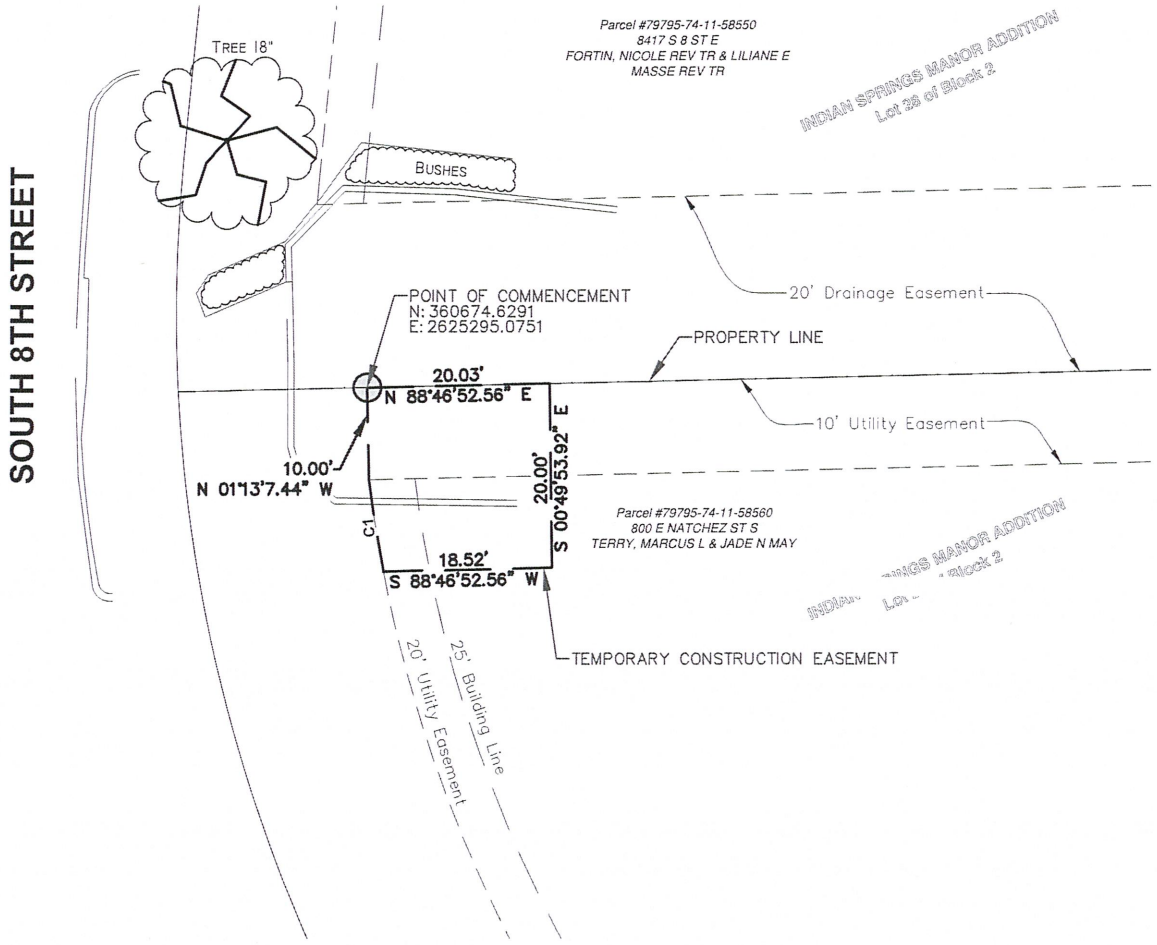
ADDRESS:

800 E. NATCHEZ ST. S.
BROKEN ARROW, OK 74011

STATEMENT OF BEARINGS:

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





BROKEN ARROW
Where Opportunity lives

INDIAN SPRINGS MANOR ADDITION
PARCEL #79795741158560 BLOCK 2 LOT 29
SECTION 11 T17N, R14E TULSA COUNTY

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

City of Broken Arrow

Request for Action

File #: 25-965, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Bruno's Restaurant - Bricktown Commercial Center located at 2712 West Kenosha Street

Background:
Jony's, LLC has completed the construction for Bruno's Restaurant - Bricktown Commercial Center project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $18,221.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Bruno's Restaurant - Bricktown Commercial Center

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Bruno's Restaurant - Bricktown Commercial Center located at 2712 West Kenosha Street

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Bruno's Restaurant - Bricktown Commercial Center
2712 West Kenosha Street Broken Arrow, OK 74012

Prepared By: BAE
Date: 6/30/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
Excavation and Backfill	CY	100	$20.00	$2,000.00
8" SDR 35 Sewer Pipe	LF	67	$50.00	$3,325.00
4' ID Manhole	EA	1	$6,100.00	$6,100.00
Connect to Existing Manhole	EA	1	$1,000.00	$1,000.00
	Total Cost of Sanitary Sewer Improvements =			$12,425.00
PAVING				
Driveways & Curb	EA	1	$5,796.00	$5,796.00
	Total Cost of Paving Improvements =			$5,796.00
	Total Cost of Constructed Improvements =			**$18,221.00**

City of Broken Arrow

Request for Action

File #: 25-966, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Hatfield & Company located at 1625 South 37th Court

Background:
D&K Concrete, LLC has completed the construction for Hatfield & Company project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $20,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Hatfield & Company

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Hatfield & Company located at 1625 South 37th Court

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Hatfield & Company
1625 South 37th Court Broke Arrow, OK 74014

Prepared By: BAE
Date: 6/30/2025

Description	Units	Quantity	Unit Price	Extension
PAVING				
Driveways & Curb	EA	1	$20,000.00	$20,000.00
			Total Cost of Paving Improvements =	$20,000.00
			Total Cost of Constructed Improvements =	**$20,000.00**

City of Broken Arrow

Request for Action

File #: 25-967, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Pine Valley Ranch & Villas located at 3200 South Olive Avenue

Background:
McGuire Brothers Construction Inc. has completed the construction for Pine Valley Ranch & Villas project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, water, storm, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $5,552,894.05

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - PINE VALLEY RANCH & VILLAS

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Pine Valley Ranch & Villas located at 3200 South Olive Avenue

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

PINE VALLEY RANCH & VILLAS

3200 SOUTH OLIVE AVENUE BROKEN ARROW, OK 74012

Prepared By: BAE
Date: 3/11/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
Complete Sanitary Sewer including connection to Existing Manholes	EA	1	$857,596.00	$857,596.00
		Total Cost of Sanitary Sewer Improvements =		$857,596.00
STORM SEWER				
Complete Storm Sytem	EA	1	$1,975,894.30	$1,975,894.30
		Total Cost of Storm Sewer Improvements =		$1,975,894.30
WATER				
ROW Clearing	LF	11132	$1.00	$11,132.00
Excavation and Backfill	CY	6597	$1.00	$6,597.00
6" PVC AWWA C900	LF	11132	$50.00	$556,600.00
6x6x6 Tee	EA	13	$500.00	$6,500.00
6" 45degree	EA	148	$350.00	$51,800.00
8" 45degree	EA	52	$350.00	$18,200.00
6" 22.5degree	EA	18	$350.00	$6,300.00
6" 11.25degree	EA	10	$350.00	$3,500.00
Connect to 6"	EA	3	$600.00	$1,800.00
3/4" stops	EA	15	$500.00	$7,500.00
Tee & Long Service	EA	53	$1,500.00	$79,500.00
6" Gate Valve	EA	57	$1,300.00	$74,100.00
Fire Hydrant	EA	28	$5,700.00	$159,600.00
Standard Valve Box	EA	85	$170.00	$14,450.00
		Total Cost of Water Improvements =		$997,579.00
PAVING				
Fine Grading and Subgrade Prep	SY	29,550	$8.75	$258,562.50
Paving	SY	25,785	$37.45	$965,648.25
Concrete Curb & Gutter	LF	16,890	$19.00	$320,910.00
Concrete Ramps	EA	46	$550.00	$25,300.00
Concrete Sidewalks 5'	LF	1,724	$22.00	$37,928.00
Concrete Sidewalks 4'	LF	212	$18.00	$3,816.00
Pavement Misc	EA	1	$109,660.00	$109,660.00
		Total Cost of Paving Improvements =		$1,721,824.75
		Total Cost of Constructed Improvements =		**$5,552,894.05**

City of Broken Arrow

Request for Action

File #: 25-968, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at St. Anne Catholic Church Parish Life Center located at 301 South 9th Street

Background:
Wilson Excavation, LLC has completed the construction for St. Anne Catholic Church Parish Life Center project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $36,500.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - St. Anne Catholic Church Parish Life Center

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at St. Anne Catholic Church Parish Life Center located at 301 South 9th Street

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

St. Anne Catholic Church Parish Life Center
301 South 9th Street

Prepared By: BAE
Date: 6/30/2025

Description	Units	Quantity	Unit Price	Extension
WATER				
C900 Waterline Extension (365 LF)	LS	1	$36,500.00	$36,500.00
			Total Cost of Water Improvements =	$36,500.00
			Total Cost of Constructed Improvements =	**$36,500.00**

City of Broken Arrow

Request for Action

File #: 25-969, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Timber Ridge Industrial Division located at 650 North 45th Place

Background:
Timber Wolf Excavating, LLC has completed the construction for Timber Ridge Industrial Division project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, water, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $751,171.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Timber Ridge Industrial Subdivision

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Timber Ridge Industrial Subdivision located at 650 North 45th Place

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Timber Ridge Industrial Subdivision
650 North 45th Place Broken Arrow, OK

Prepared By: BAE
Date: 7/1/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
4' ID Manhole	EA	7	$3,500.00	$24,500.00
8" PVC	LF	896	$21.00	$18,816.00
4" PVC	LF	180	$8.00	$1,440.00
	Total Cost of Sanitary Sewer Improvements =			$44,756.00
STORM SEWER				
18" CPP	LF	400	$29.00	$11,600.00
24"" CPP	LF	500	$31.00	$15,500.00
30" CPP	LF	120	$45.00	$5,400.00
42" CPP	LF	460	$63.00	$28,980.00
48" CPP	LF	460	$90.00	$41,400.00
6' x 3' ID Inlet	EA	3	$2,055.00	$6,165.00
6' x 6' ID Inlet	EA	1	$2,850.00	$2,850.00
60" Manhole	EA	7	$2,850.00	$19,950.00
72" Manhole	EA	4	$3,850.00	$15,400.00
	Total Cost of Storm Sewer Improvements =			$147,245.00
WATER				
6" C900 Waterline	LF	2040	$29.00	$59,160.00
8" C900 Waterline	LF	463	$40.00	$18,520.00
6" Gate Valve	EA	12	$785.00	$9,420.00
Hydrant Assembly	EA	6	$2,635.00	$15,810.00
	Total Cost of Water Improvements =			$102,910.00
PAVING				
7" PCC	CY	3,259	$140.00	$456,260.00
	Total Cost of Paving Improvements =			$456,260.00
	Total Cost of Constructed Improvements =			**$751,171.00**

City of Broken Arrow

Request for Action

File #: 25-970, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Approval of and authorization of Final Acceptance for the public improvements at Village @ 1Eleven Flats located at 426 South Chestnut Avenue

Background:
Timber Wolf Excavating, LLC has completed the construction for Village @ 1Eleven Flats project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $607,070.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Village @ 1Eleven Flats

Recommendation:
Approve and authorize for final acceptance and donation of the public improvements at Village @ 1Eleven Flats located at 4627 South Chestnut Avenue

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Village @ 1Eleven Flats

4627 South Chestnut Ave Broke Arrow, OK 74011

Prepared By: BAE
Date: 7/1/2025

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
4' ID Manhole				$0.00
8" SDR 26				$0.00
6" Cleanout				$0.00
Total	LS	1	$324,925.00	$324,925.00
		Total Cost of Sanitary Sewer Improvements =		$324,925.00
WATER				
8" C900				$0.00
8" Bend				$0.00
8" Tee				$0.00
8" Valve				$0.00
Fire Riser				$0.00
Fire Hydrant				$0.00
Total	LS	1	$282,145.00	$282,145.00
		Total Cost of Water Improvements =		$282,145.00
		Total Cost of Constructed Improvements =		**$607,070.00**

City of Broken Arrow

Request for Action

File #: 25-1005, **Version:** 1

Broken Arrow City Council
Meeting of: 07/14/2025

Title:
Ratification of the Claims List Check Register Dated July 07, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from June 10, 2025 through July 07, 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 $10,224,445.10 for the various funds.

Governmental Funds	$ 5,040,833.93
BAMA	$ 3,739,951.62
BAEDA	$ 1,443,659.55
Total	$10,224,445.10

A summary by funds and detail are attached.

Cost: $5,040,833.93

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated July 07, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 07/07/2025

City of Broken Arrow
Check Register by Fund



Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	882,607.28	1,247
220	BA MUNICIPAL AUTHORITY	3,739,951.62	1,876
227	CVB-HOTEL MOTEL	74,272.50	57
330	SALES TAX CAPITAL IMPROVEMENT	1,325,561.93	52
331	POLICE ENHANCEMENTS	9,376.00	1
332	PARK & REC CAP IMPROV	749.00	2
336	E 911	12,299.63	1
337	POLICE BLOCK GRANT	17,589.57	5
342	STREET LIGHT FUND	233,954.22	106
343	STREET SALES TAX FUND	244,175.32	25
344	PS SALES TAX POLICE	319,916.88	645
345	PS SALES TAX FIRE	230,812.44	363
346	ADMINISTRATIVE TECHNOLOGY	400.00	2
348	ARPA FUND	515,015.94	3
592	2014 BOND ISSUE	533.75	1
593	2018 BOND ISSUE	528,868.50	19
660	WORKERS COMPENSATIONS	111,501.68	18
661	GROUP HEALTH AND LIFE	252,330.50	12
770	DEBT SERVICE GO BOND	255,595.95	5
882	AGENCY FUND DEPOSITS	25,272.84	47
887	ECONOMIC DEVELOP AUTHORTY	1,443,659.55	4
Total		10,224,445.10	4,491

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329616	183	CLEET	MAY 2025	TOWN & MUNICIPAL COURT REPORT FOR MAY, 2025	110 |449010|		2025/12	-29.84
						Total For Check # 329616			**-29.84**
06/12/2025	329621	4558	KELLY COX	PDR 06222025	MEALS FOR CONFERENCE	1101102 |550030|		2025/12	283.80
						Total For Check # 329621			**283.80**
06/12/2025	329623	1344	OKLAHOMA UNIFORM BUILDING CODE COMM	MAY 2025	OUBCC FEES FOR MAY 2025	110 |280300|		2025/12	1,772.00
						Total For Check # 329623			**1,772.00**
06/12/2025	329625	835	STATE OF OKLAHOMA	MAY 2025	MUNICIPAL COURT REPORT FOR MAY, 2025	110 |449010|		2025/12	-205.29
						Total For Check # 329625			**-205.29**
06/12/2025	329627	999900	OTP - AR REFUNDS	REC-027893-2025		110 |280300|		2025/12	4.00
				REC-027893-2025		110 |280300|		2025/12	0.50
				REC-027893-2025		110 |422010|		2025/12	66.00
						Total For Check # 329627			**70.50**
06/12/2025	329628			REC-028388-2025		11020 |442030|		2025/12	65.00
						Total For Check # 329628			**65.00**
06/12/2025	329630			REC-028216-2025		110 |422010|		2025/12	115.00
						Total For Check # 329630			**115.00**
06/12/2025	329631			REC-028122-2025		110 |280300|		2025/12	4.00
				REC-028122-2025		110 |280300|		2025/12	0.50
				REC-028122-2025		110 |422010|		2025/12	66.00
						Total For Check # 329631			**70.50**
06/12/2025	329632			REC-028567-2025		110 |422010|		2025/12	100.00
						Total For Check # 329632			**100.00**

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329633			REC-028546-2025		110 |422010|		2025/12	5.00
				REC-028546-2025		110 |422010|		2025/12	207.88
				REC-028546-2025		110 |422010|		2025/12	66.00
				REC-028546-2025		110 |422010|		2025/12	30.00
				REC-028546-2025		110 |422010|		2025/12	56.00
				REC-028546-2025		110 |422010|		2025/12	579.00
				REC-028546-2025		110 |422010|		2025/12	448.00
				REC-028546-2025		110 |422010|		2025/12	289.00
				REC-028546-2025		110 |422010|		2025/12	250.00
				REC-028546-2025		110 |422010|		2025/12	100.00
						Total For Check # 329633			**2,030.88**
06/12/2025	329636	999905	OTP - TORT CLAIMS	LIY1459.2024	EXPERT FEES FOR LITIGATION CASE-CAMERON THOMPSON	1101010 |540280|		2025/12	159.00
						Total For Check # 329636			**159.00**
06/12/2025	329646	5411	WILLIAM ALEX FOSTER	PDR 06282025	MEALS FOR CONFERENCE	1101102 |550030|		2025/12	404.20
						Total For Check # 329646			**404.20**
06/12/2025	329650	5216	918 WRECKER SERVICE INC.	25-281229	25-281229 JUNE 9, 2025	1106005 |540200|		2025/12	60.00
						Total For Check # 329650			**60.00**
06/12/2025	329653	1092	WESTLAKE HARDWARE INC	8038210	BLANKET PO FOR MISC ITEMS	1106002 |560180|		2025/12	11.99
				8038216	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2025/12	16.98
						Total For Check # 329653			**28.97**
06/12/2025	329655	489	ADMIRAL EXPRESS LLC	206911-S	206911-S MAY 31, 2025	1106002 |560030|		2025/12	99.32
				206911-S	206911-S MAY 31, 2025	1106002 |560330|		2025/12	47.34
				206970-S	206970-S MAY 31, 2025	1106002 |560300|		2025/12	109.52
				206970-S	206970-S MAY 31, 2025	1106002 |560330|		2025/12	245.04

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				206901-S	206901-S MAY 31, 2025	1101800 |560030|		2025/12	61.08
				206873-S	206873-S MAY 31, 2025	1101300 |560030|		2025/12	92.89
				206960-S	206960-S MAY 31, 2025	1101800 |560030|		2025/12	77.98
				206858-S	206858-S MAY 31, 2025	1101010 |560030|		2025/12	220.49
				207083-S	207083-S MAY 31, 2025	1105300 |560030|		2025/12	64.12
				206819-S	206819-S MAY 31, 2025	1101102 |560030|		2025/12	155.96
				207081-S	207081-S MAY 31, 2025	1101700 |560030|		2025/12	56.37
						Total For Check # 329655			**1,230.11**
06/12/2025	329656	149	AMERICAN ELECTRIC POWER/PSO	844-568-0-6 05222025	959-844-568-0-6 MAY 22 2025 1514 S MAIN	1106000 |550250|		2025/12	40.31
				550-797-0-3 06022025	958-550-797-0-3 JUN 2, 2025 1900 W SHREVEPORT	1106000 |550410|		2025/12	161.20
				308-466-0-4 06022025	950-308-466-0-4 JUN 2, 2025 1205 W SHREVEPORT	1106000 |550400|		2025/12	73.40
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 BROKEN ARROW	1105310 |550250|		2025/12	70.93
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 21365 E 46TH ST S	1105310 |550250|		2025/12	8.40
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 1391 W OMAHA PL	1105310 |550250|		2025/12	8.65
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 4301 N ASPEN AVE	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 11901 E 131ST ST S UN	1105310 |550250|		2025/12	5.16
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 4427 W HOUSTON ST	1105310 |550250|		2025/12	38.98
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 10405 S LYNN LANE RD	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 2341 W ALBANY ST UNIT	1105310 |550250|		2025/12	8.65
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 20005 E 37TH ST S	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 2701 S ELM PL	1105310 |550250|		2025/12	5.31

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 2291 N 9TH ST	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 709 MAGNOLIA CT	1105310 |550250|		2025/12	22.60
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 4023 W ROANOKE PL UNI	1105310 |550250|		2025/12	8.65
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 3190 W KENOSHA ST	1105310 |550250|		2025/12	8.65
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 1591 E HOUSTON ST	1105310 |550250|		2025/12	8.65
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 18599 E 96TH ST	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 5099 S 23RD ST	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 1605 N 37TH ST UNIT S	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 10601 S MINGO RD UNIT	1105310 |550250|		2025/12	5.31
				454-130-1-4 05302025	956-454-130-1-4 MAY 30, 2025 101 E FT WORTH ST	1105310 |550250|		2025/12	24.86
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 7101 S 3RD ST	1106002 |550250|		2025/12	270.75
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 3201 N 9TH ST	1106002 |550250|		2025/12	125.86
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 100 N FIR AVE	1106002 |550250|		2025/12	62.36
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 3201 N 9TH ST	1106002 |550250|		2025/12	1,071.68
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 801 W CHARLESTON ST	1106002 |550250|		2025/12	23.39
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 1400 S MAIN ST	1106002 |550250|		2025/12	3,180.62
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 1301 N REDBUD AVE	1106002 |550250|		2025/12	21.79
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 604 E DALLAS ST	1106002 |550250|		2025/12	21.79
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 1400 S MAIN ST	1106002 |550250|		2025/12	1,243.15

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 525 W IOLA ST	1106002 |550250|		2025/12	21.79
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 3201 N 9TH ST	1106002 |550250|		2025/12	151.34
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 3201 N 9TH ST	1106000 |550460|		2025/12	1,354.21
				827-595-4-4 05292025	955-827-595-4-4 MAY 29, 2025 3201 N 9TH ST	1106000 |550460|		2025/12	700.06
						Total For Check # 329656			**8,785.67**
06/12/2025	329657	4940	ALPHA AWARDS AND ENGRAVING INC.	INV-0856	INV-0856 06/02/2025	1106002 |560330|		2025/12	120.00
						Total For Check # 329657			**120.00**
06/12/2025	329658	4935	AMAZON.COM SALES INC	1J4R-HF3C-KCT9	ITEM: Tiffen 55UVP Slim 55mm UV Protection Filter	1101310 |560230|		2025/12	78.00
				1TP9-GGRR-JFRH	ITEM: Anker PowerConf Speakerphone, Zoom Certifie	1101200 |560240|		2025/12	109.99
				1T1C-6MPL-9GKG	ITEM: Corona BP 3180D Forged Classic Bypass Prune	1106003 |560230|		2025/12	37.16
				1PTG-TPWF-FQHQ	OFFICE SUPPLIES/KEYBOARD FOR TOM	1101501 |560030|		2025/12	39.45
				1C69-4C4P-MLFN	office supplies	1101102 |560030|		2025/12	59.38
						Total For Check # 329658			**323.98**
06/12/2025	329659	5180	AMERICAN MEDICAL GAS RESOURCES	3248	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	1106002 |560340|		2025/12	172.00
						Total For Check # 329659			**172.00**
06/12/2025	329660	672	AMERICAN RED CROSS	22825889	22825889 05/21/2025	1106002 |530110|		2025/12	564.00
						Total For Check # 329660			**564.00**
06/12/2025	329661	1007	AMERICAN SERVICES INC.	2278	2278	1106000 |540280|		2025/12	1,073.05
				2395	2395 06/05/2025	1106000 |540280|		2025/12	1,073.05
						Total For Check # 329661			**2,146.10**

City of Broken Arrow
Check Register by Fund

Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329663	3753	AMERICANCHECKED INC	9700-20250531	9700-20250531	1101102 |530870|		2025/12	1,771.87
						Total For Check # 329663			**1,771.87**
06/12/2025	329664	4846	APAC-CENTRAL, INC.	7002261113	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/12	1,696.82
				7002260970	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/12	956.16
						Total For Check # 329664			**2,652.98**
06/12/2025	329665	3481	APWA-NE OK BRANCH	000877725	APWA MEMBERSHIP RENEWAL	1101400 |530850|		2025/12	204.72
				000877725	APWA MEMBERSHIP RENEWAL	1105300 |530850|		2025/12	2,047.20
						Total For Check # 329665			**2,251.92**
06/12/2025	329668	885	ATWOOD DISTRIBUTING LP	3448	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 |560180|		2025/12	8.99
				3533	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300 |560200|		2025/12	3.99
				3531	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300 |560240|		2025/12	167.98
				3535	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 |560210|		2025/12	4.69
						Total For Check # 329668			**185.65**
06/12/2025	329671	874	BATTERIES PLUS	P83007281	DURA12-2.9F battery	1106002 |560230|		2025/12	215.60
						Total For Check # 329671			**215.60**
06/12/2025	329672	507	BEN E KEITH-OKLAHOMA	67010574	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	1,230.96
				67010583	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	1,128.31
						Total For Check # 329672			**2,359.27**
06/12/2025	329673	4980	BENJAMIN KIRSCH	5029	INV# 5029 JUNE 27-28, 2025	1101400 |530870|	2514040	2025/12	1,000.00
						Total For Check # 329673			**1,000.00**

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06/12/2025	329675	4514	BRADLEY WERNER, LLC	24181	24181 06/02/2025	1101010 |530080|		2025/12	206.25
						Total For Check # 329675			**206.25**
06/12/2025	329676	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3353207.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560230|		2025/12	273.08
				S3355395.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/12	590.98
						Total For Check # 329676			**864.06**
06/12/2025	329677	20	BROKEN ARROW LAWN & GARDEN	120147	SMALL ENGINE PARTS	1106003 |560240|		2025/12	280.00
				120116	SMALL ENGINE PARTS	1106000 |560200|		2025/12	27.12
						Total For Check # 329677			**307.12**
06/12/2025	329679	22	BROKEN ARROW SENIORS INC	MAY 2025A	CORRECTING FROM PA TO PO MAY 2025	1106002 |550100|		2025/12	-7,674.50
				MAY 1, 2025	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2025/12	7,674.50
				JUNE 2, 2025	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2025/12	7,674.50
				S622502	S622502 06/02/2025	1101700 |550860|		2025/12	1,500.00
						Total For Check # 329679			**9,174.50**
06/12/2025	329680	3492	CAROLYN JEAN KEY	MAY 2025	ZUMBA INSTRUCTOR MAY 2025	1106002 |540280|		2025/12	265.20
						Total For Check # 329680			**265.20**
06/12/2025	329684	37	CINTAS CORPORATION	9323387151	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323387160	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323387155	BLANKET PO FOR MEDICAL SUPPLIES	1101315 |540330|		2025/12	50.00
				9323387165	BLANKET PO FOR MEDICAL SUPPLIES	1101400 |540330|		2025/12	48.41

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				9323432175	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323433257	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323435426	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323433262	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323455403	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323485234	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323489550	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	297.00
				9323489555	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323489705	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	297.00
				9323490621	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323490518	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323494432	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323466349	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323490625	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	198.00
				9323489708	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	396.00
				9323479073	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323490523	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323489690	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	99.00
				9323494427	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	198.00

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				5273889513	BLANKET PO FOR MEDICAL SUPPLIES	1106000 |560230|		2025/12	32.99
				5273992209	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	93.23
				5273992207	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	136.01
				5273992206	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	102.53
				5273924105	BLANKET PO FOR MEDICAL SUPPLIES	1101800 |560230|		2025/12	27.10
				5274164607	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	60.12
						Total For Check # 329684			**3,520.39**
06/12/2025	329685	996	CITY OF BROKEN ARROW	163218	Payroll Run 1 - Warrant 250606	110 |218180|		2025/12	423.32
				163218	Payroll Run 1 - Warrant 250606	110 |218360|		2025/12	3,814.35
						Total For Check # 329685			**4,237.67**
06/12/2025	329687	1391	CLEAN THE UNIFORM CO OKLAHOMA	52137332	52137332	1106000 |540310|		2025/12	104.69
				52137332	52137332	1106000 |540330|		2025/12	0.34
				52136872	52136872	1106000 |540310|		2025/12	26.19
				52136872	52136872	1106003 |540310|		2025/12	51.42
				52137328	52137328	1101415 |540310|		2025/12	53.20
				52136871	52136871 05/28/2025	1106005 |540330|		2025/12	1.32
				52136868	52136868 MAY 28, 2025	1106005 |540310|		2025/12	10.15
				52136868	52136868 MAY 28, 2025	1101700 |540330|		2025/12	22.54
				52135761	52135761 MAY 21, 2025	1106005 |540310|		2025/12	10.15
				52135761	52135761 MAY 21, 2025	1101700 |540330|		2025/12	7.84
				52135126	52135126	1106002 |540330|		2025/12	3.14
				52137334	52137334	1106002 |540330|		2025/12	3.14
				52137950	52137950 JUNE 4, 2025	1106005 |540310|		2025/12	10.15
				52137950	52137950 JUNE 4, 2025	1101700 |540330|		2025/12	9.79

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				52137951	52137951 06/04/2025	1101700 |540330|		2025/12	5.10
				52137955	52137955 06/04/2025	1106002 |540330|		2025/12	26.19
				52138420	52138420 06/06/2025	1106002 |540330|		2025/12	33.17
						Total For Check # 329687			**378.52**
06/12/2025	329688	474	CMRS-POC	MAY 2025	US POTAL SERVICE (NEOPOST MAY 2025)	1101700 |550390|		2025/12	6,919.20
						Total For Check # 329688			**6,919.20**
06/12/2025	329689	5323	COLUMN SOFTWARE PBC	B6BD5005-0192	B6BD5005-0192	1101700 |550050|		2025/12	83.94
				B6BD5005-0180	B6BD5005-0180 MAY 7, 2025	1101700 |550050|		2025/12	1,009.57
				B6BD5005-0182	B6BD5005-0182 MAY 7, 2025	1101700 |550050|		2025/12	180.88
				B6BD5005-0178	B6BD5005-0178 MAY 7, 2025	1101700 |550050|		2025/12	17.70
				B6BD5005-0189	B6BD5005-0189 MAY 22, 2025	1101700 |550050|		2025/12	124.13
				B6BD5005-0181	B6BD5005-0181 MAY 7, 2025	1101700 |550050|		2025/12	1,031.48
				B6BD5005-0183	B6BD5005-0183 MAY 7, 2025	1101700 |550050|		2025/12	186.75
				B6BD5005-0188	B6BD5005-0188 MAY 22, 2025	1101700 |550050|		2025/12	127.41
				B6BD5005-0179	B6BD5005-0179 MAY 7, 2025	1101700 |550050|		2025/12	18.39
				B6BD5005-0193	B6BD5005-0193 MAY 22, 2025	1101700 |550050|		2025/12	86.53
						Total For Check # 329689			**2,866.78**
06/12/2025	329698	2449	DAVIS SUPPLY CO	0021247825-001	BLANKET PO FOR POOL SUPPLIES	1106002 |560340|		2025/12	40.82
				0021048453-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560180|		2025/12	29.18
						Total For Check # 329698			**70.00**
06/12/2025	329703	3158	EMBLAZON PRINTING SPECIALTIES	4623	4623 MAY 14, 2025	1101700 |550890|		2025/12	161.95
						Total For Check # 329703			**161.95**
06/12/2025	329708	1231	AT&T MOBILITY LLC	287319128175X062025	287319128175X04082025	1101300 |550220|		2025/12	46.81

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				287319128175X062025	287319128175X04082025	1101415 |550220|		2025/12	662.36
				287319128175X062025	287319128175X04082025	1105310 |550220|		2025/12	18.66
				287319128175X062025	287319128175X04082025	1106000 |550220|		2025/12	37.32
				287319128175X062025	287319128175X04082025	1106005 |550220|		2025/12	46.81
				287319128175X062025	287319128175X04082025	1101010 |550540|		2025/12	94.22
				287319128175X062025	287319128175X04082025	1101102 |550540|		2025/12	80.08
				287319128175X062025	287319128175X04082025	1101200 |550540|		2025/12	428.72
				287319128175X062025	287319128175X04082025	1101300 |550540|		2025/12	154.30
				287319128175X062025	287319128175X04082025	1101310 |550540|		2025/12	40.04
				287319128175X062025	287319128175X04082025	1101400 |550540|		2025/12	234.38
				287319128175X062025	287319128175X04082025	1101400 |550540|		2025/12	222.66
				287319128175X062025	287319128175X04082025	1101415 |550540|		2025/12	508.90
				287319128175X062025	287319128175X04082025	1101501 |550540|		2025/12	86.85
				287319128175X062025	287319128175X04082025	1101700 |550540|		2025/12	219.08
				287319128175X062025	287319128175X04082025	1105300 |550540|		2025/12	24.74
				287319128175X062025	287319128175X04082025	1105310 |550540|		2025/12	926.52
				287319128175X062025	287319128175X04082025	1106000 |550540|		2025/12	264.68
				287319128175X062025	287319128175X04082025	1106002 |550540|		2025/12	259.12
				287319128175X062025	287319128175X04082025	1106004 |550540|		2025/12	43.04

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						Total For Check # 329708			**4,399.29**
06/12/2025	329711	1948	FOREST ELLIOTT	MAY 2025	MARTIAL ARTS INSTRUCTOR MAY 2025	1106002 |540280|		2025/12	900.00
						Total For Check # 329711			**900.00**
06/12/2025	329716	3223	GORDON OUTDOOR ADVERTISING	42807	42807 06/01/2025	1101315 |530870|		2025/12	750.00
						Total For Check # 329716			**750.00**
06/12/2025	329717	5026	DALE GRAHAM	000184	000184 06/03/2025	1106002 |540070|		2025/12	100.00
				000182	000182 06/02/2025	1101700 |540070|		2025/12	270.00
				000183	000183 06/03/2025	1106004 |540070|		2025/12	222.00
						Total For Check # 329717			**592.00**
06/12/2025	329718	76	GRAINGER	951241878	#48VG68 Lightning detector, Skyscan P5-3	1106000 |560240|		2025/12	596.88
						Total For Check # 329718			**596.88**
06/12/2025	329720	4342	GRAND TRUCK EQUIPMENT CO LLC	250215	UNIT 2334C	1105300 |540200|		2025/12	560.00
						Total For Check # 329720			**560.00**
06/12/2025	329733	23	J D YOUNG COMPANY INC	1267832	05/2025 LEASE & 04/2025 USAGE	1101010 |540330|		2025/12	217.58
				1267832	05/2025 LEASE & 04/2025 USAGE	1101102 |540330|		2025/12	186.02
				1267832	05/2025 LEASE & 04/2025 USAGE	1101200 |540330|		2025/12	181.66
				1267832	05/2025 LEASE & 04/2025 USAGE	1101315 |540330|		2025/12	93.45
				1267832	05/2025 LEASE & 04/2025 USAGE	1101400 |540330|		2025/12	321.95
				1267832	05/2025 LEASE & 04/2025 USAGE	1101415 |540330|		2025/12	94.06
				1267832	05/2025 LEASE & 04/2025 USAGE	1101700 |540330|		2025/12	217.58
				1267832	05/2025 LEASE & 04/2025 USAGE	1101800 |540330|		2025/12	306.66
				1267832	05/2025 LEASE & 04/2025 USAGE	1105300 |540330|		2025/12	176.68
				1267832	05/2025 LEASE & 04/2025 USAGE	1106000 |540330|		2025/12	264.28

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				1267832	05/2025 LEASE & 04/2025 USAGE	1106002 |540330|		2025/12	269.26
				1267832	05/2025 LEASE & 04/2025 USAGE	1101010 |540550|		2025/12	83.42
				1267832	05/2025 LEASE & 04/2025 USAGE	1101102 |540550|		2025/12	472.15
				1267832	05/2025 LEASE & 04/2025 USAGE	1101200 |540550|		2025/12	5.91
				1267832	05/2025 LEASE & 04/2025 USAGE	1101315 |540550|		2025/12	49.12
				1267832	05/2025 LEASE & 04/2025 USAGE	1101400 |540550|		2025/12	139.85
				1267832	05/2025 LEASE & 04/2025 USAGE	1101415 |540550|		2025/12	97.47
				1267832	05/2025 LEASE & 04/2025 USAGE	1101700 |540550|		2025/12	72.18
				1267832	05/2025 LEASE & 04/2025 USAGE	1101800 |540550|		2025/12	118.53
				1267832	05/2025 LEASE & 04/2025 USAGE	1105300 |540550|		2025/12	35.74
				1267832	05/2025 LEASE & 04/2025 USAGE	1106000 |540550|		2025/12	86.61
				1267832	05/2025 LEASE & 04/2025 USAGE	1106002 |540550|		2025/12	105.69
				1267832	05/2025 LEASE & 04/2025 USAGE	1101010 |560230|		2025/12	2.41
				1267832	05/2025 LEASE & 04/2025 USAGE	1101102 |560230|		2025/12	4.86
				1267832	05/2025 LEASE & 04/2025 USAGE	1101200 |560230|		2025/12	4.86
				1267832	05/2025 LEASE & 04/2025 USAGE	1101315 |560230|		2025/12	2.33
				1267832	05/2025 LEASE & 04/2025 USAGE	1101400 |560230|		2025/12	4.86
				1267832	05/2025 LEASE & 04/2025 USAGE	1101415 |560230|		2025/12	2.33
				1267832	05/2025 LEASE & 04/2025 USAGE	1101700 |560230|		2025/12	2.33
				1267832	05/2025 LEASE & 04/2025 USAGE	1101800 |560230|		2025/12	4.86
				1267832	05/2025 LEASE & 04/2025 USAGE	1105300 |560230|		2025/12	4.86
				1267832	05/2025 LEASE & 04/2025 USAGE	1106000 |560230|		2025/12	7.09
				1267832	05/2025 LEASE & 04/2025 USAGE	1106002 |560230|		2025/12	7.09
						Total For Check # 329733			**3,643.73**
06/12/2025	329734	3852	JAMEY HOOPER	115	INV# 115 06/07/2025	1101400 |540280|		2025/12	200.00
						Total For Check # 329734			**200.00**
06/12/2025	329735	4973	JIM NORTON FORD	F4CS17323	UNIT # 1817	1105300 |540200|		2025/12	4,517.95

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						Total For Check # 329735			**4,517.95**
06/12/2025	329738	2221	JOSEPHINE SHAW	MAY 2025	GYMNASTICS INSTRUCTOR MAY 2025	1106002 |540280|		2025/12	915.00
						Total For Check # 329738			**915.00**
06/12/2025	329739	5405	KB ELECTRIC, LLC	2858	2858 06/04/2025	1106000 |540280|		2025/12	1,680.00
						Total For Check # 329739			**1,680.00**
06/12/2025	329741	5131	KEVIN BEHE	13591	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.30
				13591	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13591	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13591	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13591	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13721	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.32
				13721	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13721	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13721	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13721	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.41
				13787	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.38
				13787	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13787	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13787	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13787	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52

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				13739	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.32
				13739	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13739	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13739	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13739	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.41
				13840	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.30
				13840	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13840	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13840	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13840	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13722	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.32
				13722	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13722	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13722	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13722	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.41
				13754	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37
				13754	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13754	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82

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				13754	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13754	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
						Total For Check # 329741			**34.96**
06/12/2025	329745	124	KIMS INTERNATIONAL	0151285-IN	BLANKET PO FOR MISC. FITTINGS	1106000 |560200|		2025/12	79.40
						Total For Check # 329745			**79.40**
06/12/2025	329746	4504	KRISTINA SANDRIDGE	5028	INV# 5028 JUNE 27-28, 2025	1101400 |530870|	2514040	2025/12	1,000.00
						Total For Check # 329746			**1,000.00**
06/12/2025	329748	4351	LEE ENTERPRISES INC	EM5312025 5006395	EM5312025 5006395 MAY 1, 2025	1101700 |550050|		2025/12	569.95
						Total For Check # 329748			**569.95**
06/12/2025	329749	499	LESLIES POOL SUPPLIES INC	00727-02-088356	Blanket PO for Parks	1106002 |560340|		2025/12	50.98
				00727-02-088589	Blanket PO for Parks	1106002 |560230|		2025/12	132.78
						Total For Check # 329749			**183.76**
06/12/2025	329751	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S3352545.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560230|		2025/12	23.25
						Total For Check # 329751			**23.25**
06/12/2025	329755	2800	LYNNE M GOMEZ	05272025	ARBITRATOR-FMCS NO. 240831-09538	1101700 |530080|		2025/12	4,551.08
						Total For Check # 329755			**4,551.08**
06/12/2025	329759	537	MCAFEE & TAFT	786376	786376	1101700 |530080|		2025/12	840.00
				786377	786377	1101700 |530080|		2025/12	10,077.80
				786378	786378	1101700 |530080|		2025/12	1,115.00
				786379	786379	1101700 |530080|		2025/12	11,340.00
				786380	786380	1101700 |530080|		2025/12	18,357.15
				786381	786381	1101700 |530080|		2025/12	3,283.13
						Total For Check # 329759			**45,013.08**

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06/12/2025	329766	1377	MUSKOGEE MARBLED GRANITE LLC	195159	BLANKET ORDER FOR NICHE ENGRAVING	1106005 |540280|		2025/12	80.00
				195158	BLANKET ORDER FOR NICHE ENGRAVING	1106005 |540280|		2025/12	80.00
						Total For Check # 329766			**160.00**
06/12/2025	329768	25	NAPA AUTO PARTS	016391	38323	1101415 |560200|		2025/12	50.79
				016391	25060730HD	1101415 |560200|		2025/12	31.38
				016395	230266	1101415 |560200|		2025/12	10.70
				016395	100050	1101415 |560200|		2025/12	4.15
				016395	9883	1101415 |560200|		2025/12	12.45
				016395	5W30BULK	1101415 |560210|		2025/12	22.86
				016396	8465AAA	1105300 |560200|		2025/12	129.51
				016396	8465AAA	1105300 |560200|		2025/12	18.00
				016398	8465AAA	1105300 |560200|		2025/12	-18.00
				016406	3481862	1105300 |560200|		2025/12	-58.10
				016414	706616	1106005 |560210|		2025/12	8.67
				016414	4025J	1106005 |560210|		2025/12	6.12
				016417	19000521	1106000 |560200|		2025/12	176.39
				016417		1106000 |560200|		2025/12	26.67
				016427	0541	1106000 |560210|		2025/12	0.01
				016444	4579	1101415 |560200|		2025/12	7.11
				016444	2725	1101415 |560200|		2025/12	15.92
				016444	7060	1101415 |560200|		2025/12	4.25
				016444	5W20BULK	1101415 |560210|		2025/12	23.66
				016444	2413	1101415 |560230|		2025/12	5.56
				016459	230266	1106000 |560200|		2025/12	10.91
				016459	7502	1106000 |560200|		2025/12	4.25
				016459	9883	1106000 |560200|		2025/12	12.73

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				016459	5W30BULK	1106000 |560210|		2025/12	30.48
				016471	6603150	1105300 |560200|		2025/12	154.92
				016471		1105300 |560200|		2025/12	20.62
				016476	4025J	1106000 |560210|		2025/12	12.24
				016476	7151230	1106000 |560230|		2025/12	44.83
				016477	3066	1106000 |560200|		2025/12	3.71
						Total For Check # 329768			**772.79**
06/12/2025	329770	1214	OKLAHOMA DEPARTMENT OF LABOR	A2025453	A2025453 MAY 20, 2025	1106002 |530110|		2025/12	200.00
						Total For Check # 329770			**200.00**
06/12/2025	329777	96	OTA PIKEPASS CENTER	20250592823	20250592823 MAY 31, 2025 15506	1101102 |550030|		2025/12	21.93
				20250592823	20250592823 MAY 31, 2025 15506	1105310 |550030|		2025/12	16.15
				20250592823	20250592823 MAY 31, 2025 15506	1106002 |550030|		2025/12	7.13
				20250592823	20250592823 MAY 31, 2025 15506	1101200 |550030|		2025/12	3.24
				20250592823	20250592823 MAY 31, 2025 15506	1101310 |550030|		2025/12	1.56
				20250592823	20250592823 MAY 31, 2025 15506	1101400 |550030|		2025/12	12.14
				20250592823	20250592823 MAY 31, 2025 15506	1101415 |550030|		2025/12	36.86
				20250592823	20250592823 MAY 31, 2025 15506	1101700 |550030|		2025/12	26.70
				20250592823	20250592823 MAY 31, 2025 15506	1105300 |550030|		2025/12	359.21
				20250592823	20250592823 MAY 31, 2025 15506	1106000 |550030|		2025/12	69.14
						Total For Check # 329777			**554.06**
06/12/2025	329787	2139	QUADIENT LEASING USA	Q1877434	Q1877434 MAY 29, 2025	1101800 |540330|		2025/12	923.10
						Total For Check # 329787			**923.10**
06/12/2025	329788	4982	ROSEMARY C. DAUGHERTY	5030	INV# 5030 JUNE 27-28, 2025	1101400 |530870|	2514040	2025/12	1,000.00
						Total For Check # 329788			**1,000.00**
06/12/2025	329789	5326	GERALD K JIMENEZ	1153	1153	1106003 |540280|		2025/12	3,080.00

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						Total For Check # 329789			**3,080.00**
06/12/2025	329795	602	SANDERS NURSERY	1135537	BLANKET PO FOR NURSERY STOCK	1106000 |560180|		2025/12	282.50
				1135537	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2025/12	1,224.00
						Total For Check # 329795			**1,506.50**
06/12/2025	329796	335	SERVICE OKLAHOMA	L1136357976	L1136357976	1105300 |560230|		2025/12	15.50
				L1136357976	L1136357976	1101415 |560230|		2025/12	15.50
				L0526043736	L0526043736	1105300 |560230|		2025/12	15.50
						Total For Check # 329796			**46.50**
06/12/2025	329799	2144	SITE ONE LANDSCAPE SUPPLY LLC	154146196-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	63.77
				154233811-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560230|		2025/12	1.84
				154103797-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	2.10
				154145478-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	2.10
				154102886-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	11.34
				153582497-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	181.51
				153900443-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560340|		2025/12	419.23
						Total For Check # 329799			**681.89**
06/12/2025	329801	1081	SOUTHERN AGRICULTURE	819136	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/12	7.85
				817824	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/12	26.84
				816742	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/12	19.84
				818311	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2025/12	35.83

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						Total For Check # 329801			**90.36**
06/12/2025	329805	2088	STANARD & ASSOCIATES INC	SA000061444	SA000061444	1101102 |530020|		2025/12	2,225.00
						Total For Check # 329805			**2,225.00**
06/12/2025	329807	234	STOREY TOWING LLC	58432	58432	1106005 |540290|		2025/12	171.00
						Total For Check # 329807			**171.00**
06/12/2025	329812	255	TULSA COUNTY CLERK	116	116 04/01/25	1101700 |550860|		2025/12	440.00
						Total For Check # 329812			**440.00**
06/12/2025	329815	949	TULSA WINNELSON COMPANY	618827 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106002 |560180|		2025/12	168.05
						Total For Check # 329815			**168.05**
06/12/2025	329819	4365	UNICARE BUILDING MAINTENANCE INC	COBA2505001	CITY COUNCIL APPROVED 06/17/24	1105300 |540070|		2025/12	1,238.95
				COBA2505001	CITY COUNCIL APPROVED 06/17/24	1101700 |540280|		2025/12	2,150.39
				COBA2505001	CITY COUNCIL APPROVED 06/17/24	1106002 |540280|		2025/12	1,632.61
				COBA2505002	CITY COUNCIL APPROVED 06/17/24	1105300 |540070|		2025/12	365.29
				COBA2505002	CITY COUNCIL APPROVED 06/17/24	1101700 |540280|		2025/12	634.03
				COBA2505002	CITY COUNCIL APPROVED 06/17/24	1106002 |540280|		2025/12	481.35
						Total For Check # 329819			**6,502.62**
06/12/2025	329821	4967	UNITED DATA TECHNOLOGIES, INC.	CW52049	Cybersecurity MXDR Conquest Cyber	1101200 |540550|		2025/12	11,614.40
						Total For Check # 329821			**11,614.40**
06/12/2025	329830	24	WEST THOMSON REUTERS	852009611	852009611 06/01/2025	1101010 |560280|		2025/12	2,137.07
						Total For Check # 329830			**2,137.07**

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06/13/2025	329838	4391	BOUNCERS KINGDOM LLC	7/1/23	BLOCK PARTY 7/1/23	1101400 |550890|		2024/1	1,310.00
						Total For Check # 329838			**1,310.00**
06/13/2025	329839	1873	DANIEL JORDAN	6262021	6262021	1106005 |540280|		2021/12	150.00
						Total For Check # 329839			**150.00**
06/13/2025	329840	4145	JILL FERENC	4/30-5/3, 2022	REIMB 4/30-5/3, 2022 UBER TRIPS - APA NAT'L CONF	1101410 |550030|		2022/11	41.72
						Total For Check # 329840			**41.72**
06/19/2025	329871	827	CONSTRUCTION INDUSTRIES BOARD	06172025	ERIK JOHNSON LICENSE RENEWAL 2025	1101415 |530110|		2025/12	35.00
						Total For Check # 329871			**35.00**
06/19/2025	329872	4479	DAVID GRAHAM PARKER	MLG 06042025	MILEAGE REIMBURSEMENT - JUNE 4, 2025	1101010 |550030|		2025/12	76.58
						Total For Check # 329872			**76.58**
06/19/2025	329873	5050	DAVID REED	T&A 06082025	TRAVEL & ACCOMMODIATION - JUNE 8, 2025	1101405 |550030|		2025/12	20.00
				T&A 06082025	TRAVEL & ACCOMMODIATION - JUNE 8, 2025	1101405 |550030|		2025/12	-5.00
						Total For Check # 329873			**15.00**
06/19/2025	329875	5391	MICHAEL JACK	CDLR 05222025	CDL REIMBURSEMENT - MAY 22, 2025	1105300 |530110|		2025/12	81.50
						Total For Check # 329875			**81.50**
06/19/2025	329876	1699	MOMENTUM SERVICES LLC	20088953	NUISANCE ABATEMENT(S) SERVICES RENDERED 05/30/2025	1101415 |530870|		2025/12	1,330.00
				20088955	NUISANCE ABATEMENT(S) SERVICES RENDERED 06/02/2025	1101415 |530870|		2025/12	4,636.00
						Total For Check # 329876			**5,966.00**
06/19/2025	329877	999900	OTP - AR REFUNDS	12613	EMS REFUND ACID # 12613	11020 |442040|		2025/12	172.08
						Total For Check # 329877			**172.08**

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06/19/2025	329879			2011	EMS REFUND ACID # 2011	11020 |442040|		2025/12	548.24
						Total For Check # 329879			**548.24**
06/19/2025	329880			14549	EMS REFUND ACID # 14549	11020 |442040|		2025/12	117.08
						Total For Check # 329880			**117.08**
06/19/2025	329881			REC-020817-2024		110 |421030|		2025/12	125.00
						Total For Check # 329881			**125.00**
06/19/2025	329882			14139	EMS REFUND ACID # 14139	11020 |442040|		2025/12	161.94
						Total For Check # 329882			**161.94**
06/19/2025	329887	999905	OTP - TORT CLAIMS	TRT1665.2025	MVA WITH CITY EMPLOYEE - BAPD	1101700 |550090|		2025/12	11,055.00
						Total For Check # 329887			**11,055.00**
06/19/2025	329937	1092	WESTLAKE HARDWARE INC	8038228	BLANKET PO FOR MISC ITEMS	1106000 |560200|		2025/12	2.79
				8038242	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2025/12	74.99
				8038233	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2025/12	8.59
						Total For Check # 329937			**86.37**
06/19/2025	329938	822	ADDCO ELECTRIC INC.	26597	26597 MAY 22, 2025	1101700 |540070|		2025/12	125.25
						Total For Check # 329938			**125.25**
06/19/2025	329941	149	AMERICAN ELECTRIC POWER/PSO	937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3201 N 9TH ST	1106000 |550250|		2025/12	107.14
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 418 S MAIN ST	1106000 |550250|		2025/12	609.29
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1400 S MAIN ST	1106000 |550250|		2025/12	229.39
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2810 E MADISON AVE	1106000 |550250|		2025/12	59.51
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3201 N	1106000 |550250|		2025/12	124.96

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					9TH ST				
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2800 W RICHMOND ST	1106000 |550250|		2025/12	70.92
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 525 W IOLA ST	1106000 |550250|		2025/12	51.73
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1532 S FERN PL	1106000 |550250|		2025/12	128.33
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1400 S MAIN ST	1106000 |550250|		2025/12	485.41
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 5852 S DATE AVE	1106000 |550250|		2025/12	59.03
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 8870 S ASPEN AVE	1106000 |550250|		2025/12	164.69
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3000 N 37TH ST	1106000 |550250|		2025/12	49.04
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1806 W SANDUSKY ST	1106000 |550250|		2025/12	38.98
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2502 W FULTON ST	1106000 |550250|		2025/12	5.31
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1400 W SHREVEPORT ST	1106000 |550250|		2025/12	46.67
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 4800 W WASHINGTON ST	1106000 |550250|		2025/12	5.31
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3707 N NARCISSUS AVE	1106000 |550250|		2025/12	92.89
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 4800 W WASHINGTON ST	1106000 |550250|		2025/12	140.09
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 104 S MAIN ST	1106000 |550250|		2025/12	24.47
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1111 S MAIN ST	1106000 |550250|		2025/12	535.79
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3201 N 9TH ST	1106000 |550250|		2025/12	129.02
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 3703 N OAK AVE	1106000 |550250|		2025/12	156.68
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2991 N ASPEN AVE	1106000 |550250|		2025/12	79.35

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				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 201 S CEDAR AVE	1106000 |550250|		2025/12	79.35
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2196 S MAIN ST	1106000 |550250|		2025/12	49.45
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 5800 S DATE AVE	1106000 |550250|		2025/12	73.33
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 12001 E 101ST ST	1106000 |550250|		2025/12	56.75
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1800 S 3RD ST	1106000 |550250|		2025/12	42.22
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1200 N 52ND ST	1106000 |550250|		2025/12	8.96
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1500 S MAIN ST	1106000 |550250|		2025/12	101.26
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 14000 S 145TH E AVE	1106000 |550250|		2025/12	236.64
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 100 N FIR AVE	1106000 |550250|		2025/12	253.91
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1031 W ITHICA ST	1106000 |550250|		2025/12	56.24
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 6903 S 3RD ST	1106000 |550250|		2025/12	22.38
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1213 S ASH DR	1106000 |550250|		2025/12	116.18
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1101 W SHREVEPORT ST	1106000 |550400|		2025/12	551.00
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1205 W SHREVEPORT ST	1106000 |550400|		2025/12	163.06
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1109 W SHREVEPORT ST	1106000 |550400|		2025/12	189.28
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1117 W SHREVEPORT ST	1106000 |550400|		2025/12	425.67
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1209 W SHREVEPORT ST	1106000 |550400|		2025/12	968.41
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1707 W SHREVEPORT ST	1106000 |550410|		2025/12	304.61
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1900 W SHREVEPORT ST	1106000 |550410|		2025/12	85.29

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				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 8860 S ASPEN AVE	1106000 |550410|		2025/12	688.13
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1205 W SHREVEPORT ST	1106000 |550410|		2025/12	159.19
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 1501 W SHREVEPORT ST	1106000 |550410|		2025/12	562.92
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 300 E WASHINGTON ST	1106000 |550420|		2025/12	88.26
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2511 N 11ST ST	1106000 |550420|		2025/12	151.14
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 300 E WASHINGTON ST	1106000 |550420|		2025/12	2,785.94
				937-903-0-2 06022025	959-937-903-0-2 JUNE 2, 2025 2221 W SHREVEPORT ST	1106000 |550430|		2025/12	664.30
						Total For Check # 329941			**12,277.87**
06/19/2025	329944	4918	AIRGAS, INC	5516903694	BLANKET PO WELDING MATERIAL	1106002 |540330|		2025/12	31.06
				5516200658	BLANKET PO WELDING MATERIAL	1106002 |540330|		2025/12	26.90
				5515498064	BLANKET PO WELDING MATERIAL	1106002 |540330|		2025/12	31.06
				5514788473	BLANKET PO WELDING MATERIAL	1106002 |540330|		2025/12	25.58
						Total For Check # 329944			**114.60**
06/19/2025	329947	4935	AMAZON.COM SALES INC	1HCM-NQHW-LCVQ	TABLE CLOTHS - CRICKET MOORE	1101700 |560230|		2025/12	33.98
				1X9F-YQHV-7CN6	ITEM: Yuanhe Deluxe Bingo Game Set-Includes Metal	1101700 |550890|		2025/12	99.99
				136C-FRL9-3NCK	Rescue Tubes for Pools	1106002 |560230|		2025/12	868.88
				1V47-6KHY-9XKX	Freezer for NAF	1106002 |560240|		2025/12	1,876.05
						Total For Check # 329947			**2,878.90**
06/19/2025	329948	5180	AMERICAN MEDICAL GAS RESOURCES	3326	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	1106002 |560340|		2025/12	172.00
						Total For Check # 329948			**172.00**

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06/19/2025	329949	1007	AMERICAN SERVICES INC.	2455	2455 JUNE 12, 2025	1106000 |540280|		2025/12	1,073.05
						Total For Check # 329949			**1,073.05**
06/19/2025	329950	1835	AMERICAN SWING PRODUCTS INC	75212	A2776 1" shackle pendulum	1106000 |560330|		2025/12	283.00
						Total For Check # 329950			**283.00**
06/19/2025	329955	661	ASSOCIATED PARTS & SUPPLY	311038	BLANKET PO FOR MISC. APPLIANCE PARTS	1106002 |560180|		2025/12	25.47
						Total For Check # 329955			**25.47**
06/19/2025	329956	73	AT&T	918105-3484 06012025	918 105-3484 322 4 JUNE 1, 2025	1101700 |550220|		2025/12	30.00
						Total For Check # 329956			**30.00**
06/19/2025	329957	885	ATWOOD DISTRIBUTING LP	3537	BLANKET PO SAFETY SHOES & MISC ITEMS	1105300 |560800|		2025/12	19.99
						Total For Check # 329957			**19.99**
06/19/2025	329959	2321	AVERY DENNISON CORP	61822917	INK FOR SIGN SHOP	1105300 |560360|		2025/12	895.84
				61823107	PET LINER	1105300 |560360|		2025/12	896.40
						Total For Check # 329959			**1,792.24**
06/19/2025	329960	767	B & B ELECTRIC CO.	68915	Aurora 11" seal plate for 213-215JM frame bracket	1106002 |560240|		2025/12	2,162.57
						Total For Check # 329960			**2,162.57**
06/19/2025	329961	507	BEN E KEITH-OKLAHOMA	67020197	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	1,137.11
				67020227	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	1,299.64
				67025088	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	552.54
				67025087	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	840.97
						Total For Check # 329961			**3,830.26**

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06/19/2025	329963	4669	BLACKHAWK INDUSTRIAL DISTRBUTION INC	868186	CARRIAGE BOLT & HEX NUT- FOR CODY MORRIS	1105300 |560360|		2025/12	150.00
						Total For Check # 329963			**150.00**
06/19/2025	329965	4674	BOOT BARN INC	INV00490820	BLANKET PO - BOOT BARN	1106000 |560100|		2025/12	200.00
						Total For Check # 329965			**200.00**
06/19/2025	329966			INV00490809	BLANKET PO - BOOT BARN	1106003 |560100|		2025/12	175.49
				INV00490825	BLANKET PO - BOOT BARN	1106000 |560100|		2025/12	197.99
				INV00490819	BLANKET PO - BOOT BARN	1106000 |560100|		2025/12	200.00
						Total For Check # 329966			**573.48**
06/19/2025	329970	20	BROKEN ARROW LAWN & GARDEN	120259	SMALL ENGINE PARTS	1106000 |560200|		2025/12	37.99
						Total For Check # 329970			**37.99**
06/19/2025	329975	37	CINTAS CORPORATION	5274862303	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	44.44
				5275121005	BLANKET PO FOR MEDICAL SUPPLIES	1101200 |560230|		2025/12	38.02
				5275121006	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	43.61
				9314946959	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |540330|		2025/12	297.00
				5275121008	BLANKET PO FOR MEDICAL SUPPLIES	1101400 |560230|		2025/12	157.59
				5275121008	BLANKET PO FOR MEDICAL SUPPLIES	1101501 |560230|		2025/12	119.02
				5275121007	BLANKET PO FOR MEDICAL SUPPLIES	1101501 |560230|		2025/12	74.51
				9323381249	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2025/12	198.00
						Total For Check # 329975			**972.19**

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06/19/2025	329977	5419	CLARKE LAW PLLC	06032025	240826-09346 DISCIPLINE DISCHARGE ARBITRATION	1101700 |530080|		2025/12	6,241.90
						Total For Check # 329977			**6,241.90**
06/19/2025	329978	1391	CLEAN THE UNIFORM CO OKLAHOMA	52137335	52137335 MAY 30, 2025	1101800 |540330|		2025/12	7.84
				52138419	52138419 06/06/2025	1106000 |540310|		2025/12	104.69
				52138419	52138419 06/06/2025	1106000 |540330|		2025/12	0.34
				52137954	52137954 06/04/2025	1106000 |540310|		2025/12	51.42
				52137954	52137954 06/04/2025	1106003 |540310|		2025/12	28.28
				52138414	52138414 JUNE 6, 2025	1101415 |540310|		2025/12	53.20
				52139050	52139050 JUNE 11, 2025	1106005 |540310|		2025/12	10.15
				52139050	52139050 JUNE 11, 2025	1101700 |540330|		2025/12	24.49
				52139053	52139053 JUNE 11, 2025	1106005 |540330|		2025/12	1.32
				52139530	NIGHBORHOOD ENGAGEMENT UNIFORMS	1101415 |540310|		2025/12	53.20
				52120047	52120047 FEB 12, 2025	1101700 |540330|		2025/12	5.10
				52115626	52115626 JAN 15, 2025	1101700 |540330|		2025/12	5.10
				52137329	UNIFROMS - STREETS AND STORMWATER	1105310 |540310|		2025/12	117.31
				52137327	UNIFROMS - STREETS AND STORMWATER	1105300 |540310|		2025/12	115.38
				52137327	UNIFROMS - STREETS AND STORMWATER	1105310 |540310|		2025/12	7.17
				52137327	UNIFROMS - STREETS AND STORMWATER	1105300 |540330|		2025/12	6.65
						Total For Check # 329978			**591.64**
06/19/2025	329985	4794	DAIOHS FIRST CHOICE	TU-461518	COFFEE FOR BREAKROOM	1101400 |560230|		2025/12	91.26
				TU-461518	COFFEE FOR BREAKROOM	1101501 |560230|		2025/12	25.43
						Total For Check # 329985			**116.69**
06/19/2025	329986	4868	MATRIX IMAGING SOLUTIONS, LLC	3P100692	3P100692 MAY 27, 2025	1101400 |550360|	2514040	2025/12	2,325.72

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						Total For Check # 329986			**2,325.72**
06/19/2025	329987	2449	DAVIS SUPPLY CO	0021141865-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560340|		2025/12	47.12
						Total For Check # 329987			**47.12**
06/19/2025	329992	2110	FARMERS CO-OP	4467488	46-0-0 urea (bulk)	1106000 |560340|		2025/12	660.00
						Total For Check # 329992			**660.00**
06/19/2025	329994	1231	AT&T MOBILITY LLC	287319339297X06082025 02	287319339297X06082025	1101102 |550540|		2025/12	76.60
				287319339297X06082025 02	287319339297X06082025	1101200 |550540|		2025/12	200.20
				287319339297X06082025 02	287319339297X06082025	1101400 |550540|		2025/12	40.04
				287319339297X06082025 02	287319339297X06082025	1101700 |550540|		2025/12	40.04
				287319339297X06082025 02	287319339297X06082025	1106004 |550540|		2025/12	43.04
				287319339297X06082025 02	287319339297X06082025	1105300 |550540|		2025/12	433.28
				287319339297X06082025 02	287319339297X06082025	1101200 |560240|		2025/12	1,422.76
						Total For Check # 329994			**2,255.96**
06/19/2025	329996	1322	GEM DIRT, LLC	44978	Topsoil	1106000 |560270|		2025/12	270.00
						Total For Check # 329996			**270.00**
06/19/2025	329997	1550	GENESIS HEALTH CLUBS	161769	Payroll Run 1 - Warrant 250523	110 |218150|		2025/11	674.06
						Total For Check # 329997			**674.06**
06/19/2025	329999	5026	DALE GRAHAM	000203	000203JUNE 9, 2025	1101200 |540070|		2025/12	1,255.00
				000206	000206 JUNE 11, 2025	1106000 |540070|		2025/12	675.00
						Total For Check # 329999			**1,930.00**

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06/19/2025	330001	1244	GRANICUS, INC.	207426	207426 JUNE 11, 2025	1101800 |540550|		2025/12	1,365.46
				206893	206893 JUNE 1, 2025	1101800 |540550|		2025/12	3,219.46
						Total For Check # 330001			**4,584.92**
06/19/2025	330009	515	HOMEBUILDERS ASSN OF GREATER TULSA	31104	31104 05/01/2025	1101400 |530850|		2025/12	535.00
						Total For Check # 330009			**535.00**
06/19/2025	330011	115	INCOG	226980 A	226980 A MAY 31, 2025	1101400 |530870|		2025/12	1,748.75
						Total For Check # 330011			**1,748.75**
06/19/2025	330013	4736	DUSTIN MANLY	10000614	REPLACE TAMPER MODULE	1106000 |540070|		2025/12	246.00
						Total For Check # 330013			**246.00**
06/19/2025	330017	5131	KEVIN BEHE	13719	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13719	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13719	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13719	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13719	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13788	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13788	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.84
				13788	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13788	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13788	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.41
				13730	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37

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				13730	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13730	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13730	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13730	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13728	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.39
				13728	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.02
				13728	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13728	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13728	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13731	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.39
				13731	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13731	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13731	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13731	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13729	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.38
				13729	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.04
				13729	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.81
				13729	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13729	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52

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				13726	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.50
				13726	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.35
				13726	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.36
				13726	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.70
				13726	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.67
				13724	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.39
				13724	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13724	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13724	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13724	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13723	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13723	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13723	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13723	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13723	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13727	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.39
				13727	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13727	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.81
				13727	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07

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				13727	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13725	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.52
				13725	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.35
				13725	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.36
				13725	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.70
				13725	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.67
				13740	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37
				13740	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13740	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13740	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13740	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13680	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13680	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.85
				13680	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13680	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13680	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.41
				13681	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.62
				13681	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.66
				13681	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.90

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				13681	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	3.32
				13681	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.83
				13745	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37
				13745	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13745	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13745	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13745	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13751	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.25
				13751	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.62
				13751	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.09
				13751	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.24
				13751	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.31
				13785	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.39
				13785	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13785	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.81
				13785	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13785	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13648	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37
				13648	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13648	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13648	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13648	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13653	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13653	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13653	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13653	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66
				13653	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13650	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.52
				13650	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.35
				13650	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.36
				13650	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.70
				13650	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.67
				13651	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.46
				13651	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.24
				13651	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.18
				13651	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.49
				13651	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.62
				13663	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.46

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13663	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.24
				13663	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.18
				13663	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.49
				13663	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.62
				13664	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.25
				13664	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.62
				13664	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.09
				13664	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.24
				13664	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.31
				13662	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.46
				13662	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.24
				13662	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.18
				13662	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.49
				13662	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.62
				13661	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.46
				13661	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.24
				13661	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.18
				13661	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.49
				13661	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.62

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13660	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.40
				13660	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13660	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.81
				13660	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13660	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13659	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.40
				13659	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.03
				13659	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.81
				13659	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13659	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13658	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.37
				13658	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.04
				13658	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.82
				13658	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.07
				13658	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.52
				13654	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.31
				13654	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.83
				13654	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.45
				13654	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13654	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.42
				13657	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.25
				13657	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	0.62
				13657	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	1.09
				13657	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	1.24
				13657	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.31
				13656	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.52
				13656	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.35
				13656	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.36
				13656	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.70
				13656	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.67
				13655	CITY COUNCIL APPROVED 09/09/24	1101200 |540070|		2025/12	0.46
				13655	CITY COUNCIL APPROVED 09/09/24	1105300 |540070|		2025/12	1.24
				13655	CITY COUNCIL APPROVED 09/09/24	1106000 |540070|		2025/12	2.18
				13655	CITY COUNCIL APPROVED 09/09/24	1106002 |540070|		2025/12	2.49
				13655	CITY COUNCIL APPROVED 09/09/24	1106005 |540070|		2025/12	0.62
						Total For Check # 330017			**188.88**
06/19/2025	330019	4452	L3HARRIS TECHNOLOGIES INC	93454127	L3Harris Training (2 Classes) - David Hickerson	1101200 |530110|		2025/12	3,500.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 330019			**3,500.00**
06/19/2025	330020	499	LESLIES POOL SUPPLIES INC	00727-02-088655	Blanket PO for Parks	1106002 |560230|		2025/12	50.98
				00727-02-088786	Blanket PO for Parks	1106002 |560230|		2025/12	50.98
				00727-02-088768	Blanket PO for Parks	1106002 |560230|		2025/12	54.38
				00727-02-088792	Blanket PO for Parks	1106002 |560340|		2025/12	132.78
						Total For Check # 330020			**289.12**
06/19/2025	330025	4380	LOCK-DOC INC	060225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106000 |560180|		2025/12	230.00
				060225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1106002 |560180|		2025/12	507.00
				060225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	1101700 |560180|		2025/12	20.00
						Total For Check # 330025			**757.00**
06/19/2025	330026	131	LOCKE SUPPLY COMPANY	55666675-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 |560180|		2025/12	5.90
						Total For Check # 330026			**5.90**
06/19/2025	330033	777	MTTA	0000000000086116	0000000000086116 MAY 31, 2025	1101700 |540280|		2025/12	29,820.36
						Total For Check # 330033			**29,820.36**
06/19/2025	330034	687	MUNICIPAL INDUSTRIES, INC.	39526	PPG Accu-tab chlorine	1106002 |560340|		2025/12	2,284.10
						Total For Check # 330034			**2,284.10**
06/19/2025	330035	1377	MUSKOGEE MARBLED GRANITE LLC	195037	BLANKET ORDER FOR NICHE ENGRAVING duncan b	1106005 |540280|		2025/12	80.00
						Total For Check # 330035			**80.00**
06/19/2025	330036	25	NAPA AUTO PARTS	016277	VH1801283	1105300 |560200|		2025/12	131.10
				016283	VH1805259	1105300 |560200|		2025/12	1,866.66
				016297	789DEF	1105300 |560210|		2025/12	77.77
				016488	8227	1106000 |560200|		2025/12	65.50
				016488	8227	1106000 |560200|		2025/12	9.00
				016488	8227	1106000 |560200|		2025/12	-9.00

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				016488	K597597530	1106000 |560200|		2025/12	108.71
				016500	K597597530	1106000 |560200|		2025/12	108.71
				016613	K595597530	1106000 |560200|		2025/12	80.99
				016660	1372	1105300 |560200|		2025/12	4.25
				016660	9883	1105300 |560200|		2025/12	12.73
				016660	9008N	1105300 |560200|		2025/12	20.66
				016660	60221B	1105300 |560200|		2025/12	20.76
				016660	5W30BULK	1105300 |560210|		2025/12	26.67
				016680	1103824	1106000 |560200|		2025/12	123.41
				016694	498769	1106000 |560200|		2025/12	179.56
				016718	388BDM	1105300 |560190|		2025/12	979.65
						Total For Check # 330036			**3,807.13**
06/19/2025	330037			016276	7031905	1105310 |560200|		2025/12	13.26
				016278	112630	1106000 |560210|		2025/12	23.16
				016284	ALCOHOL	1105300 |560230|		2025/12	26.52
				016290	6004ZZ	1106000 |560200|		2025/12	23.32
				016292	6004ZZ	1106000 |560200|		2025/12	19.08
				016299	AHDWMPHDC1	1105300 |560230|		2025/12	7.40
				016299	19403	1105300 |560230|		2025/12	6.26
				016485	1348	1106000 |560200|		2025/12	4.25
				016485	23477	1106000 |560200|		2025/12	8.13
				016485	75500	1106000 |560210|		2025/12	19.64
				016498	3481862	1105300 |560200|		2025/12	58.10
				016504	75501	1105300 |560210|		2025/12	48.02
				016505	75501	1105300 |560210|		2025/12	48.02
				016510	70124	1106000 |560210|		2025/12	22.00
				016644	ST80	1105300 |560200|		2025/12	41.19
				016584	502	1106000 |560200|		2025/12	43.34

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				016588	GR14CHTR	1105300 |560210|		2025/12	50.80
				016588	GWON46100	1105300 |560230|		2025/12	17.91
				016595	1065270	1106000 |560200|		2025/12	43.92
				016597	1622173270	1106000 |560200|		2025/12	7.43
				016597	1943473015	1106000 |560200|		2025/12	55.39
				016598	RC46153930	1105300 |560200|		2025/12	67.84
				016655	7526	1106000 |560200|		2025/12	-18.00
				016665	124315	1105300 |560210|		2025/12	14.28
				016665	124317	1105300 |560210|		2025/12	34.99
				016665	5W30BULK	1105300 |560210|		2025/12	-26.67
				016715	100290	1101700 |560200|		2025/12	4.25
				016715	PR3Z9601B	1101700 |560200|		2025/12	24.43
				016715	5W30BULK	1101700 |560210|		2025/12	19.05
				016726	46AWBULK	1106000 |560210|		2025/12	19.00
						Total For Check # 330037			**726.31**
06/19/2025	330038			016265	2413	1106005 |560230|		2025/12	5.56
				016265	WATER	1106005 |560230|		2025/12	1.36
				016275	7551527	1106000 |560200|		2025/12	9.27
				016281	7938	1106005 |560200|		2025/12	5.44
				016281	3032	1106005 |560200|		2025/12	3.11
				016303	90670	1105300 |560200|		2025/12	6.43
				016491	789DEF	1105300 |560210|		2025/12	11.11
				016630	789DEF	1106000 |560210|		2025/12	11.11
				016638	903PAB2	1101200 |560200|		2025/12	1.18
				016586	ALCOHOL	1106000 |560230|		2025/12	4.42
				016587	194N	1106000 |560200|		2025/12	0.43
				016662	RTU1EXT	1105310 |560210|		2025/12	8.61
				016683	7551527	1105300 |560200|		2025/12	9.27

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				016686	8822	1106000 |560230|		2025/12	7.49
				016723	H6054N	1105300 |560200|		2025/12	8.57
				016732	AR6295	1106000 |560200|		2025/12	11.56
						Total For Check # 330038			**104.92**
06/19/2025	330044	98	OKLAHOMA NATURAL GAS CO	179333536 06122025	211107563 1793335 36 JUN 12, 2025 8801 S FAWNWOOD	1106000 |550240|		2025/12	46.49
				110093891 06132025	210105844 1100938 91 JUN 13, 2025 1800 S MAIN ST	1106001 |550240|		2025/12	168.98
						Total For Check # 330044			**215.47**
06/19/2025	330047	4884	OPENROAD BILL KNIGHT, LLC	301863 FINAL BILL	UNIT #2115	1106000 |540200|		2025/12	6,878.44
						Total For Check # 330047			**6,878.44**
06/19/2025	330056	4816	RIVER CITY HYDRAULICS INC	58133	unit 1932	1105300 |540200|		2025/12	12,628.72
						Total For Check # 330056			**12,628.72**
06/19/2025	330058	335	SERVICE OKLAHOMA	L0107972184	TAG & TITLE SERVICES FOR REPLACEMENT TAGS	1105300 |560230|		2025/12	15.50
				L0107972184	TAG & TITLE SERVICES FOR REPLACEMENT TAGS	1106000 |560230|		2025/12	28.50
						Total For Check # 330058			**44.00**
06/19/2025	330060	969	SHERWOOD CONSTRUCTION CO INC	278645	PRIMARY BLANKET FOR 8"' SURGE ROCK	1105300 |560270|		2025/12	193.88
				277809	PRIMARY BLANKET FOR 8"' SURGE ROCK	1105300 |560270|		2025/12	183.70
				278513	PRIMARY BLANKET FOR 8"' SURGE ROCK	1105300 |560270|		2025/12	385.27
						Total For Check # 330060			**762.85**
06/19/2025	330062	2144	SITE ONE LANDSCAPE SUPPLY LLC	154150297-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560340|		2025/12	272.04
				154175898-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	17.82
				154513273-001	BLANKET PO FOR IRRIGATION	1106003 |560180|		2025/12	27.82

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					SUPPLIES				
				153805565-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560230|		2025/12	103.46
				153745730-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560230|		2025/12	62.05
				154825886-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560230|		2025/12	81.08
				154618977-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	37.97
				154618977-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560230|		2025/12	34.73
				154631234-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	10.27
				154631649-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	7.43
				154654991-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	16.61
				154676251-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	257.92
						Total For Check # 330062			**929.20**
06/19/2025	330063	5078	JESSICA YVANEZ	2512	HDMI Cabling for City Clerk's Office	1101800 |540280|		2025/12	342.49
						Total For Check # 330063			**342.49**
06/19/2025	330064	303	SMITH FARM & GARDEN CO	91564	BLANKET PO FOR MISC. PARTS	1106000 |560230|		2025/12	207.98
						Total For Check # 330064			**207.98**
06/19/2025	330068	1893	NEWTON EQUIPMENT LLC	18803T	UNIT 1608	1105300 |540200|		2025/12	1,474.83
						Total For Check # 330068			**1,474.83**
06/19/2025	330069	3871	SUMMIT FIRE & SECURITY LLC	3309528	3309528 JUNE 10, 2025	1106000 |540070|		2025/12	261.00
						Total For Check # 330069			**261.00**
06/19/2025	330074	3496	TEAM PROFESSIONAL SERVICES INC	131329	131329 JUNE 5, 2025	1101102 |530020|		2025/12	2,054.00

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				131328	131328 JUNE 5, 2025	1101102 |530020|		2025/12	3,284.00
						Total For Check # 330074			**5,338.00**
06/19/2025	330076	1266	TIGER WINDOW TINTING	INV-1400	Unit # 2516	1101415 |540200|		2025/12	80.00
						Total For Check # 330076			**80.00**
06/19/2025	330077	1104	TIGER, INC.	0525195310	210105844 1100938 021 JUN 13, 2025 1800 S MAIN ST	1106001 |550240|		2025/12	9.13
						Total For Check # 330077			**9.13**
06/19/2025	330078	4478	TRANSCO SUPPLY COMPANY INC	1061919	Water for Tim Wilson	1105300 |560230|		2025/12	798.00
						Total For Check # 330078			**798.00**
06/19/2025	330079	5417	TRUE COLORS INTERNATIONAL INC	22498	22498 06/03/2025	1101102 |530870|		2025/12	695.00
						Total For Check # 330079			**695.00**
06/19/2025	330080	255	TULSA COUNTY CLERK	125	125 MAY 1, 2025	1101700 |550860|		2025/12	804.00
						Total For Check # 330080			**804.00**
06/19/2025	330084	333	TURNER ROOFING & SHEET METAL INC	INV020525	REPAIR ROOF LEAKS AT NPCC	1101700 |540160|		2025/12	1,175.00
						Total For Check # 330084			**1,175.00**
06/19/2025	330086	1324	ULINE	194102383	h-2391 STANDARD POST W 10LB BASE FOR DINO-CEMETARY	1106005 |560230|		2025/12	434.76
						Total For Check # 330086			**434.76**
06/19/2025	330090	5302	VERSALIFT SOUTHWEST, LLC	175061	Unit # 2028 - Brian Gaynor	1105310 |540200|		2025/12	840.00
						Total For Check # 330090			**840.00**
06/19/2025	330091	3950	ES OPCO USA LLC	CINV105144789	FLUSHING SOLUTION	1105300 |560230|		2025/12	79.14
						Total For Check # 330091			**79.14**

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06/19/2025	330093	48	WARREN POWER & MACHINERY, INC.	WO100291746	UNIT #0950	1105300 |540200|		2025/12	907.30
						Total For Check # 330093			**907.30**
06/24/2025	330138	1655	STEVEN LIDDELL SMITH	4014 8/22	FARMERS MARKET AUG 13, 2022	1101400 |540280|		2023/2	300.00
						Total For Check # 330138			**300.00**
06/26/2025	330139	856	AMERICAN FIDELITY ASSURANCE CO.	164931	Payroll Run 1 - Warrant 250620	110 |218420|		2025/12	98.34
				164931	Payroll Run 1 - Warrant 250620	110 |218430|		2025/12	24.26
						Total For Check # 330139			**122.60**
06/26/2025	330140	1319	COMMUNITY CARE EAP	164933	Payroll Run 1 - Warrant 250620	110 |218560|		2025/12	259.44
						Total For Check # 330140			**259.44**
06/26/2025	330141	1550	GENESIS HEALTH CLUBS	164934	Payroll Run 1 - Warrant 250620	110 |218150|		2025/12	579.42
						Total For Check # 330141			**579.42**
06/26/2025	330142	4805	HAWKEYE PROFESSIONAL SERVICES LLC	139	NOSQ-Trash/Cleaning event-6/27/25-6/28/25	1101400 |530870|	2514040	2025/12	3,672.00
						Total For Check # 330142			**3,672.00**
06/26/2025	330143	159	PRE-PAID LEGAL SERVICES, INC.	164930	Payroll Run 1 - Warrant 250620	110 |218100|		2025/12	525.32
						Total For Check # 330143			**525.32**
06/26/2025	330144	761	LISA FORD	T&A 05272025	TRAVEL & ACCOMMODIATION - MAY 27, 2025	1101700 |550030|		2025/12	782.20
				PDR 05272025	PER DIEM REQUEST - MAY 27, 2025	1101700 |550030|		2025/12	259.00
						Total For Check # 330144			**1,041.20**
06/26/2025	330145	4905	METROPOLITAN LIFE INSURANCE COMPANY	164938	Payroll Run 1 - Warrant 250620	110 |218340|		2025/12	3,267.06
				164938	Payroll Run 1 - Warrant 250620	110 |218480|		2025/12	3,387.19
				164938	Payroll Run 1 - Warrant 250620	110 |218590|		2025/12	1,011.09

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						Total For Check # 330145			**7,665.34**
06/26/2025	330146	1699	MOMENTUM SERVICES LLC	20088943	20088943	1101415 |530870|		2025/12	1,030.00
				20088968	20088968	1101415 |530870|		2025/12	880.00
						Total For Check # 330146			**1,910.00**
06/26/2025	330147	999900	OTP - AR REFUNDS	REC-029688-2025		110 |422010|		2025/12	116.00
						Total For Check # 330147			**116.00**
06/26/2025	330149			REC-030043-2025		110 |280300|		2025/12	0.50
				REC-030043-2025		110 |280300|		2025/12	4.00
				REC-030043-2025		110 |280300|		2025/12	1.50
				REC-030043-2025		110 |280300|		2025/12	12.00
				REC-030043-2025		110 |422010|		2025/12	240.00
				REC-030043-2025		110 |422010|		2025/12	30.00
				REC-030043-2025		110 |422010|		2025/12	43.00
				REC-030043-2025		110 |422010|		2025/12	100.00
				REC-030043-2025		110 |422010|		2025/12	99.20
				REC-030043-2025		110 |422010|		2025/12	265.00
				REC-030043-2025		110 |422010|		2025/12	150.00
				REC-030043-2025		110 |422010|		2025/12	334.00
				REC-030043-2025		110 |422010|		2025/12	5.00
						Total For Check # 330149			**1,284.20**
06/26/2025	330152	999907	OTP - COURT REFUNDS	0000667	899523-1	110 |451020|		2025/12	160.79
						Total For Check # 330152			**160.79**
06/26/2025	330154			0000668	E982772-1	110 |451020|		2025/12	101.89
						Total For Check # 330154			**101.89**
06/26/2025	330155			0000669	750241-1	110 |451020|		2025/12	145.83

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						Total For Check # 330155			**145.83**
06/26/2025	330157			0000666	733024-1	110 |451020|		2025/12	57.31
						Total For Check # 330157			**57.31**
06/26/2025	330194	211	SECRETARY OF STATE	MAY 9, 2025	MAY 9, 2025 NOTARY BOND FOR ZEINA AZAR	1101800 |530110|		2025/11	10.00
						Total For Check # 330194			**10.00**
06/26/2025	330195	1987	SURENCY LIFE & HEALTH INS. CO.	164935	Payroll Run 1 - Warrant 250620	110 |218460|		2025/12	204.75
						Total For Check # 330195			**204.75**
06/26/2025	330200	3968	ADOLPH KIEFER & ASSOIATES LLC	INV001523949	Pool Vacuum	1106002 |560240|		2025/12	2,691.07
						Total For Check # 330200			**2,691.07**
06/26/2025	330201	149	AMERICAN ELECTRIC POWER/PSO	041-990-0-6 06172025	FY25 ANNUAL AGREEMENT 9 PYMTS	1106001 |550250|		2025/12	1,077.64
						Total For Check # 330201			**1,077.64**
06/26/2025	330204	4935	AMAZON.COM SALES INC	1HQ9-6DDY-JYH6	OFFICE SUPPLIES/KEYBOARD FOR TOM	1101501 |560030|		2025/12	59.98
				1FNN-Y7JL-XPMH	Recreation Supplies	1106002 |560330|		2025/12	9.00
				1PPQ-7PCQ-1PQX	Recreation Supplies	1106002 |560330|		2025/12	96.92
				196T-UDHY-WVHC	Office Supplies	1101102 |550890|		2025/12	20.90
				196T-UDHY-WVHC	Office Supplies	1101102 |560030|		2025/12	29.79
				196T-UDHY-WVHC	Office Supplies	1101102 |560230|		2025/12	19.70
				1GTL-V4DD-4D9X	Office Supplies	1101102 |560030|		2025/12	98.52
				14LY-JVC7-D4D7	Recreation Supplies for Central	1106002 |560330|		2025/12	45.08
						Total For Check # 330204			**379.89**
06/26/2025	330205	3753	AMERICANCHECKED INC	9700-20250131	PRE - EMPLOYMENT BACKGROUND SCREENINGS	1101102 |530870|		2025/12	672.55

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						Total For Check # 330205			**672.55**
06/26/2025	330208	4846	APAC-CENTRAL, INC.	7002253546	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/12	184.11
				7002264490	BLANKET PO FOR AGGREGATE	1105300 |560800|		2025/12	198.75
						Total For Check # 330208			**382.86**
06/26/2025	330210	885	ATWOOD DISTRIBUTING LP	3545	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 |560230|		2025/12	17.98
				3526	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 |560200|		2025/12	39.99
						Total For Check # 330210			**57.97**
06/26/2025	330211	12	AVB	PAYROLL MAY 2025	PAYROLL AND VENDOR MAY 2025	1101501 |550280|		2025/12	177.21
				VENDOR MAY 2025	PAYROLL AND VENDOR MAY 2025	1101501 |550280|		2025/12	34.60
						Total For Check # 330211			**211.81**
06/26/2025	330212	767	B & B ELECTRIC CO.	68959	Aurora pump seal kit	1106002 |560230|		2025/12	775.00
						Total For Check # 330212			**775.00**
06/26/2025	330214	874	BATTERIES PLUS	P83358592	HEPPC545 Odyssey extreme 16L-B 12V 150CCA AGM powe	1106000 |560180|		2025/12	175.95
						Total For Check # 330214			**175.95**
06/26/2025	330215	507	BEN E KEITH-OKLAHOMA	67029995	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	892.23
				67030034	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	439.36
						Total For Check # 330215			**1,331.59**
06/26/2025	330217	359	BIXBY RADIATOR INC	41440	UNIT #1847	1106000 |540200|		2025/12	250.00
						Total For Check # 330217			**250.00**
06/26/2025	330218	3013	BLUEBEAM, INC	2397220	2397220 JUNE 16, 2025	1101410 |540550|		2025/12	1,365.00
						Total For Check # 330218			**1,365.00**

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06/26/2025	330219	5293	BLUEZOO, INC	1314	Blue Zoo deployment for NOSQ	1101200 |540550|		2025/12	5,184.00
				1314	Blue Zoo deployment for NOSQ	1101200 |560240|		2025/12	1,240.00
						Total For Check # 330219			**6,424.00**
06/26/2025	330222	2910	BROKEN ARROW CHAMBER OF COMMERCE	77020	SMALL BUSINESS LUNCHEON FOR BRASSFIELD	1101315 |530110|		2025/12	22.00
						Total For Check # 330222			**22.00**
06/26/2025	330224	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3360927.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/12	147.80
				S3355581.001	BLANKET PO FOR MISC ELECTRICAL	1101700 |560180|		2025/12	167.26
				S3362152.001	BLANKET PO FOR MISC ELECTRICAL	1106000 |560180|		2025/12	147.80
						Total For Check # 330224			**462.86**
06/26/2025	330228	37	CINTAS CORPORATION	5276439301	BLANKET PO FOR MEDICAL SUPPLIES	1106002 |560230|		2025/12	83.12
						Total For Check # 330228			**83.12**
06/26/2025	330229	996	CITY OF BROKEN ARROW	164932	Payroll Run 1 - Warrant 250620	110 |218180|		2025/12	423.32
				164932	Payroll Run 1 - Warrant 250620	110 |218360|		2025/12	3,814.35
						Total For Check # 330229			**4,237.67**
06/26/2025	330230	1391	CLEAN THE UNIFORM CO OKLAHOMA	52139537	NAVY MATS FOR MUNICIPAL COURT JUSTICE CENTER	1101800 |540330|		2025/12	7.84
				52130622	NAVY MATS FOR MUNICIPAL COURT JUSTICE CENTER	1101800 |540330|		2025/12	7.84
				52139534	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540310|		2025/12	104.69
				52139534	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540330|		2025/12	0.34
				52139054	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106000 |540310|		2025/12	27.95

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				52139054	RENTAL CHARGES FOR DIVISION EMPLOYEES	1106003 |540310|		2025/12	51.42
				52140630	NEIGHBORHOOD ENAGEMENT UNIFORMS	1101415 |540310|		2025/12	53.20
						Total For Check # 330230			**253.28**
06/26/2025	330231	565	CMC STEEL FABRICATORS INC	042814	9" x 25' straw waddle	1106000 |560230|		2025/12	150.00
						Total For Check # 330231			**150.00**
06/26/2025	330234	882	COX COMMUNICATIONS	064999903 06162025	001 6311 064999903 JUNE 16, 2025 2302 S 1ST PL	1105300 |550540|		2025/12	29.99
						Total For Check # 330234			**29.99**
06/26/2025	330235	3018	CRAFCO INC	9403468333	9403468333 JUNE 13, 2025	1105300 |560240|		2025/12	2,475.00
						Total For Check # 330235			**2,475.00**
06/26/2025	330239	2449	DAVIS SUPPLY CO	0021210736-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560230|		2025/12	90.45
				0021210736-001	BLANKET PO FOR POOL SUPPLIES	1106000 |560340|		2025/12	110.46
						Total For Check # 330239			**200.91**
06/26/2025	330243	1438	ESKIMO JOE'S PROMOTIONAL PRODUCTS	157245-1	SHIRTS FOR BLOCK PARTY	1101400 |560230|	2514040	2025/12	905.00
						Total For Check # 330243			**905.00**
06/26/2025	330245	1231	AT&T MOBILITY LLC	287332244712X062025	287332244712X06172025 JUNE 9, 2025 539-240-7952	1101200 |550540|		2025/12	43.23
						Total For Check # 330245			**43.23**
06/26/2025	330249	153	GELLCO UNIFORMS & SHOES INC	00299088	BLANKET PO FOR SAFETY SHOES	1106000 |560100|		2025/12	188.99
				00299123	BLANKET PO FOR SAFETY SHOES	1106002 |560100|		2025/12	200.00
						Total For Check # 330249			**388.99**
06/26/2025	330251	4963	GLASS WORKS INC.	42547	BLANKET PO FOR GLASS REPAIR	1105300 |540200|		2025/12	1,644.00

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						Total For Check # 330251			**1,644.00**
06/26/2025	330259	1582	IMPERIAL LLC	2870:8398701	2870:8398701 JUNE 16, 2025	1105310 |560230|		2025/12	14.47
				2870:8398701	2870:8398701 JUNE 16, 2025	1105300 |560230|		2025/12	28.94
						Total For Check # 330259			**43.41**
06/26/2025	330261	4736	DUSTIN MANLY	10000622	FIX TROUBLE IN FIRE PANEL	1106004 |540070|		2025/12	200.00
						Total For Check # 330261			**200.00**
06/26/2025	330267	152	LIBERTY FLAGS	117813	NEW FLAG STAND FOR COUNCIL CHAMBERS	1101700 |560240|		2025/12	247.00
						Total For Check # 330267			**247.00**
06/26/2025	330269	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S3356870.001	BLANKET PO FOR MISC. LIGHTING	1106004 |560180|		2025/12	42.67
						Total For Check # 330269			**42.67**
06/26/2025	330270	131	LOCKE SUPPLY COMPANY	55703050-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/12	97.65
				55706739-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106002 |560180|		2025/12	13.86
						Total For Check # 330270			**111.51**
06/26/2025	330274	687	MUNICIPAL INDUSTRIES, INC.	39499	Accu-Tab blue chlorine (60#pail)	1106002 |560340|		2025/12	2,282.10
						Total For Check # 330274			**2,282.10**
06/26/2025	330277	25	NAPA AUTO PARTS	016793	355100	1106000 |560200|		2025/12	229.46
				016799	4318	1105300 |560200|		2025/12	15.39
				016799	400107	1105300 |560200|		2025/12	39.67
				016799	0343216010	1105300 |560200|		2025/12	199.06
				016799	15W40BULK	1105300 |560210|		2025/12	156.64
				016815	40020231	1105300 |560200|		2025/12	252.04

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				016821	F013868	1101415 |560190|		2025/12	773.12
				016825	5012354R91	1105300 |560200|		2025/12	3,283.49
				016825	5012354R91	1105300 |560200|		2025/12	480.00
				016307	789DEF	1105300 |560210|		2025/12	1,066.56
				016342	PF46235	1105300 |560200|		2025/12	37.42
				016342	FF63041NN	1105300 |560200|		2025/12	46.41
				016342	9082	1105300 |560200|		2025/12	13.44
				016342	7182	1105300 |560200|		2025/12	9.81
				016342	9910	1105300 |560200|		2025/12	19.54
				016342	2809	1105300 |560200|		2025/12	55.25
				016342	15W40BULK	1105300 |560210|		2025/12	64.08
				16544	275897	1106000 |560200|		2025/12	288.27
				16564	F013989	1106000 |560190|		2025/12	403.36
				16749	388BDM	1105300 |560190|		2025/12	2,612.40
				16760	F000181	1106000 |560190|		2025/12	311.64
				016942	TOYO556790	1105300 |560190|		2025/12	1,917.12
				016951	400107	1105300 |560200|		2025/12	39.67
				016951	0343216010	1105300 |560200|		2025/12	199.06
				016951	4318	1105300 |560200|		2025/12	15.39
				016951	FS20194	1105300 |560200|		2025/12	101.27
				016951	600515	1105300 |560200|		2025/12	51.33
				016951	15W40BULK	1105300 |560210|		2025/12	156.64
				017020	1079887	1106000 |560200|		2025/12	1,361.88
				017020		1106000 |560200|		2025/12	45.61
				017030	204FF	1106000 |560200|		2025/12	363.00
				16978	499448	1105300 |560200|		2025/12	389.34
						Total For Check # 330277			**14,997.36**
06/26/2025	330278			016773	40010070	1105300 |560200|		2025/12	123.76

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				016783	1740	1106000 |560200|		2025/12	37.25
				016783	46AWBULK	1106000 |560210|		2025/12	76.00
				016824	40010070	1105300 |560200|		2025/12	-123.76
				016340	1745	1105300 |560200|		2025/12	13.44
				016340	29558329	1105300 |560200|		2025/12	112.31
				016340	85W140BULK	1105300 |560210|		2025/12	5.63
				016340	HDATFBULK	1105300 |560210|		2025/12	5.18
				16542	CARR105771	1101700 |560200|		2025/12	147.94
				16542	FREIGHT	1101700 |560200|		2025/12	49.64
				16554	541719	1105300 |560200|		2025/12	38.56
				16554	2814256	1105300 |560200|		2025/12	139.46
				016889	75130	1105300 |560210|		2025/12	60.16
				016889	75130	1105300 |560210|		2025/12	37.60
				016898	FLTHL3765679	1105300 |560200|		2025/12	151.39
				16770	7.42E+12	1106000 |560200|		2025/12	93.56
				016939	7060	1101415 |560200|		2025/12	4.25
				016939	502	1101415 |560200|		2025/12	43.34
				016939	5W20BULK	1101415 |560210|		2025/12	23.66
				016939	RTU1DEX	1101415 |560210|		2025/12	9.30
				016948	7060	1105300 |560200|		2025/12	4.25
				016948	2488	1105300 |560200|		2025/12	13.80
				016948	502	1105300 |560200|		2025/12	43.34
				016948	5W30BULK	1105300 |560210|		2025/12	22.86
				16987	FT8909F	1105300 |560200|		2025/12	69.86
						Total For Check # 330278			**1,202.78**
06/26/2025	330279			016804	6502BR	1106000 |560200|		2025/12	36.98
				016819	75190	1105300 |560230|		2025/12	14.84
				016819	SW050	1105300 |560230|		2025/12	3.16

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				016819	AHDWMPHDC1	1105300 |560230|		2025/12	7.40
				016317	122377	1106000 |560210|		2025/12	21.42
				016325	85805	1106000 |560210|		2025/12	47.77
				016329		1106000 |560200|		2025/12	18.44
				16536	7060	1106003 |560200|		2025/12	4.25
				16536	4579	1106003 |560200|		2025/12	7.11
				16536	2725	1106003 |560200|		2025/12	15.92
				16536	5W20BULK	1106003 |560210|		2025/12	23.66
				16539	46AWBULK	1105300 |560210|		2025/12	30.40
				16551	7502	1101200 |560200|		2025/12	4.25
				16551	4068	1101200 |560200|		2025/12	5.32
				16551	6935	1101200 |560200|		2025/12	9.55
				16551	5W20BULK	1101200 |560210|		2025/12	20.28
				016871	422	1105300 |560200|		2025/12	37.11
				16739	RS16933LH	1106000 |560200|		2025/12	42.02
				016829	85805	1105300 |560210|		2025/12	47.77
				016833	6050A	1105300 |560200|		2025/12	26.98
				016835	85405	1105300 |560210|		2025/12	52.77
				016841	75135	1105300 |560210|		2025/12	91.30
				016841	85405	1105300 |560210|		2025/12	-52.77
				016845	75190	1105300 |560230|		2025/12	14.84
				016845	9080XXL	1105300 |560230|		2025/12	17.28
				016847	4025J	1106003 |560230|		2025/12	24.48
				016944	7045	1106000 |560200|		2025/12	4.25
				016944	2488	1106000 |560200|		2025/12	13.80
				016944	75110	1106000 |560210|		2025/12	29.76
				016947	502	1106000 |560200|		2025/12	43.34
				016950	1255H11N	1105300 |560200|		2025/12	25.74

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				016997	75190	1105300 |560230|		2025/12	14.84
				016997	SW050	1105300 |560230|		2025/12	3.16
				017029	1329424	1106000 |560200|		2025/12	48.06
				16970	HYPERSONIC	1106000 |560200|		2025/12	18.88
				16970	75140	1106000 |560230|		2025/12	0.03
				16984	B50	1106000 |560200|		2025/12	14.54
				16984	B50	1106000 |560200|		2025/12	14.54
						Total For Check # 330279			**803.47**
06/26/2025	330280			016782	2413	1105300 |560230|		2025/12	5.56
				016818	9080L	1106000 |560200|		2025/12	15.56
				016822	RTU1EXT	1106000 |560200|		2025/12	17.22
				016312	7701755	1106000 |560230|		2025/12	1.99
				016345	7251675	1106000 |560230|		2025/12	3.27
				016900	7551761	1106000 |560200|		2025/12	17.32
				016905	49005	1106000 |560230|		2025/12	16.48
				16766	75140	1106000 |560210|		2025/12	0.02
				16767	5051212	1106000 |560200|		2025/12	0.53
				016839	5543095	1105300 |560200|		2025/12	0.01
				016853	620400	1105300 |560200|		2025/12	5.53
				016861	945	1106000 |560210|		2025/12	17.72
				016865	789DEF	1105300 |560210|		2025/12	11.11
				016866	66015	1106000 |560200|		2025/12	1.77
				017010	80632	1105300 |560230|		2025/12	7.31
				16963	8822	1105300 |560230|		2025/12	14.98
						Total For Check # 330280			**136.38**
06/26/2025	330281	5247	NEXLEVEL REDI MIX LLC	2540	CONCRETE	1105300 |560270|		2025/12	2,130.00
				2541	3512 N NARCISSUS	1105300 |560800|		2025/12	657.00

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						Total For Check # 330281			**2,787.00**
06/26/2025	330284	98	OKLAHOMA NATURAL GAS CO	179074682 06182025	210104103 1790746 82 JUN 18, 2025 2300 S 1ST PL	1105300 |550240|		2025/12	56.74
				180052518 062025	210104103 1800525 18 JUN 20, 2025 123 N MAIN ST	1101315 |550240|		2025/12	14.86
				179841136 06192025	210105844 1798411 36 JUN 19, 2025 302 S MAIN ST	1106004 |550240|		2025/12	188.12
				178922373 05212025	211103080 1789223 73 MAY 21, 2025 220 S 1ST ST	1101700 |550240|		2025/12	171.36
				178922373 06202025	211103080 1789223 73 JUN 20, 2025 220 S 1ST ST	1101700 |550240|		2025/12	169.90
				249790245 06202025	210104103 2497902 45 JUN 20, 2025	1106004 |550240|		2025/12	207.56
						Total For Check # 330284			**808.54**
06/26/2025	330285	209	PIONEER FENCE	25-158	9ga. x 6' black vinyl chainlink, knuckled on top &	1106000 |560180|		2025/12	270.91
						Total For Check # 330285			**270.91**
06/26/2025	330294	834	SOFTWARE HOUSE INTERNATIONAL	B19690417	MS Copilot License	1101200 |540550|		2025/12	1,221.00
						Total For Check # 330294			**1,221.00**
06/26/2025	330296	2144	SITE ONE LANDSCAPE SUPPLY LLC	154926694-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106002 |560340|		2025/12	321.15
						Total For Check # 330296			**321.15**
06/26/2025	330297	303	SMITH FARM & GARDEN CO	91982	Stihl FC91 stick edger	1106000 |560240|		2025/12	789.98
						Total For Check # 330297			**789.98**
06/26/2025	330299	3928	SPORT SURFACE MANAGEMENT LLC	1854	Shaw certified Professional Field and Turf Care pr	1106000 |540280|		2025/12	4,000.00
						Total For Check # 330299			**4,000.00**
06/26/2025	330300	1655	STEVEN LIDDELL SMITH	4388	RDFM ENTERTAINMENT 06/21/25	1101400 |540280|		2025/12	300.00
						Total For Check # 330300			**300.00**

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06/26/2025	330301	1792	SUNBELT POOLS INC	PSI014219	F30600 Flow meter 6" BW	1106002 |560240|		2025/12	432.05
						Total For Check # 330301			**432.05**
06/26/2025	330309	949	TULSA WINNELSON COMPANY	621610 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/12	134.05
				618566 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106002 |560230|		2025/12	52.10
						Total For Check # 330309			**186.15**
06/26/2025	330317	376	WAGONER COUNTY CLERK	25-4536	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	90.00
				25-4761	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	18.00
				25-4810	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	18.00
				25-4897	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	48.00
				25-4903	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	18.00
				25-5196	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	36.00
				25-5273	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	24.00
				25-5349	GILINGS AT COURT HOUSE 5/1/25 TO 5/31/25	1101700 |550860|		2025/12	40.00
						Total For Check # 330317			**292.00**
07/01/2025	330324	1857	MICHAEL SPURGEON	EMP 10272025	EMPLOYEE REIMBURSEMENT - OCT 27 -30, 2025	1101300 |550030|		2026/1	299.49
						Total For Check # 330324			**299.49**
07/01/2025	330331	1410	ASCAP	500718867 05202025	2025 ASCAP MUSIC LICENSE FEE	1106002 |530850|		2026/1	1,441.51
						Total For Check # 330331			**1,441.51**
07/01/2025	330332	4666	BLUEJAY PROPERTIES LLC	JULY 2025	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2026/1	1,750.00

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						Total For Check # 330332			**1,750.00**
07/01/2025	330333	3949	BRIGGS MARKETING INC	261292	1 YR MAINT/SUPPORT RENEWAL JULY 2025 - JUNE 2026	1101501 |540550|		2026/1	495.00
				261292	1 YR MAINT/SUPPORT RENEWAL JULY 2025 - JUNE 2026	1101501 |540550|		2026/1	395.00
				261292	1 YR MAINT/SUPPORT RENEWAL JULY 2025 - JUNE 2026	1101501 |540550|		2026/1	195.00
						Total For Check # 330333			**1,085.00**
07/01/2025	330334	771	DEQ	25060174549	DEQ LICENSE RENEWAL ZACH SMITH WASTERWORKS WASTEWA	1105300 |530110|		2026/1	92.00
						Total For Check # 330334			**92.00**
07/01/2025	330335	3985	ENCODEPLUS LLC	3018	ANNUAL SOFTWARE LICESE FEE/GIS MAINTENANCE	1101410 |540550|		2026/1	15,700.00
						Total For Check # 330335			**15,700.00**
07/01/2025	330336	1626	GOVERNMENTJOBS.COM INC.	INV-134941	EFORMS SUBSCRIPTION	1101102 |530870|		2026/1	24,420.90
						Total For Check # 330336			**24,420.90**
07/01/2025	330337	1560	JOHNNIE PARKS	JULY 2025	CELL PHONE ALLOWANCE JULY 2025	1101700 |550220|		2026/1	80.00
						Total For Check # 330337			**80.00**
07/01/2025	330338	5408	LINDEN R HALLFORD	5031	BALLOON/FACE ART FOR BLOCK PARTY	1101400 |530870|	2514040	2026/1	1,000.00
						Total For Check # 330338			**1,000.00**
07/01/2025	330341	104	OKLAHOMA MUNICIPAL LEAGUE	091819	2025-2026 OML ANNUAL SERVICES FEES	1101700 |530850|		2026/1	32,500.00
						Total For Check # 330341			**32,500.00**
07/01/2025	330342	1703	PEYDAY REALTY LLC	JULY 2025	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/1	4,316.67
						Total For Check # 330342			**4,316.67**
07/01/2025	330346	533	BROKEN ARROW INSURANCE	3121022	ELECT DATE POLIC 0663-52-62-WUC	1101700 |550760|		2026/1	3,070.50

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			AGENCY INC		07/01/25-07/01/26				
						Total For Check # 330346			**3,070.50**
07/01/2025	330347			3122579	BATTLE CREEK POLICY LQ2013369A 07/01/25-07/01/26	1101700 |550760|		2026/1	3,059.96
						Total For Check # 330347			**3,059.96**
07/01/2025	330348			3121034	25-26 RENEWAL POLICY BROKER FEE	1101700 |550760|		2026/1	15,000.00
						Total For Check # 330348			**15,000.00**
07/01/2025	330349			3121303	COBA OMAG PRO 1400 4070 11 07/01/25-07/01/26	1101700 |550760|		2026/1	219,299.50
						Total For Check # 330349			**219,299.50**
07/01/2025	330350			3120974	BASS PRO PRO 1400 534 06 07/01/25-07/01/26	1101700 |550760|		2026/1	30,741.50
						Total For Check # 330350			**30,741.50**
07/01/2025	330351			3121006	25-26 BASS PRO RENEWAL - BROKER FEE	1101700 |550760|		2026/1	2,250.00
						Total For Check # 330351			**2,250.00**
07/01/2025	330352			3098935	MOLLI MCBRIDE ROGERS RENEWAL 108121310 25-26	1101700 |550760|		2026/1	50.00
						Total For Check # 330352			**50.00**
07/01/2025	330353			2636365	CRIME DISHONESTY POLICY 105810828 24-27	1101700 |550760|		2026/1	1,313.50
						Total For Check # 330353			**1,313.50**
07/01/2025	330354			3088419	LESIA KAY THOMAS RENEWAL 105465301 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330354			**50.00**
07/01/2025	330355			3090303	CYNTHIA ARNOLD RENEWAL 106913131 2025-2026	1101700 |550760|		2026/1	131.50

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						Total For Check # 330355			**131.50**
07/01/2025	330356			3100509	ANDREW HAGAR BOND 108283120 2025-2026	1101700 |550760|		2026/1	58.00
						Total For Check # 330356			**58.00**
07/01/2025	330357			3079480	KENNETH SCHWAB RENEWAL 106490858 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330357			**50.00**
07/01/2025	330358			3081874	TARA KILPATRICK RENEWAL 108099331 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330358			**50.00**
07/01/2025	330359			3079502	CURTIS GREEN RENEWAL 106949966 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330359			**50.00**
07/01/2025	330360			3079525	MICHAEL SPURGEON RENEWAL 106406563 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330360			**50.00**
07/01/2025	330364			3088433	ABIGAIL BLAND RENEWAL 107708230 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330364			**50.00**
07/01/2025	330365			3088436	JAY HEINRICHS RENEWAL 105465336 2025-2026	1101700 |550760|		2026/1	175.00
						Total For Check # 330365			**175.00**
07/01/2025	330366			3079546	NORMAN STEPHENS RENEWAL 107480709 2025-2026	1101700 |550760|		2026/1	50.00
						Total For Check # 330366			**50.00**
07/01/2025	330367			3082497	TOM COOK JR RENEWAL 105465306 2025-2026	1101700 |550760|		2026/1	175.00
						Total For Check # 330367			**175.00**

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07/01/2025	330368	2409	THE UNITED STATES CONF OF MAYORS	INV005791	FY 2026 MEMBERSHIP DUES	1101700 |530850|		2026/1	10,402.00
						Total For Check # 330368			**10,402.00**
07/03/2025	330371	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	164936	Payroll Run 1 - Warrant 250620	110 |218590|		2025/12	1,456.22
						Total For Check # 330371			**1,456.22**
07/03/2025	330372	1699	MOMENTUM SERVICES LLC	20088962	20088962 06/09/2025	1101415 |530870|		2025/12	618.00
				20088944	20088944 05/16/2025	1101415 |530870|		2025/12	308.00
				20088957	20088957 06/03/2025	1101415 |530870|		2025/12	458.00
				20088956	20088956 06/02/2025	1101415 |530870|		2025/12	1,850.00
				20088971	20088971 06/19/2025	1101415 |530870|		2025/12	3,401.00
				20088974	20088974 06/25/2025	1101415 |530870|		2025/12	84.00
						Total For Check # 330372			**6,719.00**
07/03/2025	330374	999900	OTP - AR REFUNDS	REC-031370-2025		11020 |442030|		2025/12	30.00
						Total For Check # 330374			**30.00**
07/03/2025	330376	1739	WAGONER CO RRWD DISTRICT #4	3823901 07152025	3823901 07/15/2025	1106000 |550230|		2025/12	4,248.67
				1126701 07152025	1126701 07/15/2025	1106000 |550230|		2025/12	16.50
				1945001 07152025	1945001 07/15/2025	1106000 |550230|		2025/12	50.36
				1970001 07152025	1970001 07/15/2025	1106000 |550230|		2025/12	1,665.07
						Total For Check # 330376			**5,980.60**
07/03/2025	330377	5216	918 WRECKER SERVICE INC.	25-282998	25-282998	1101700 |540200|		2025/12	60.00
						Total For Check # 330377			**60.00**
07/03/2025	330380	1092	WESTLAKE HARDWARE INC	8038254	BLANKET PO FOR MISC ITEMS	1106000 |560180|		2025/12	16.99
						Total For Check # 330380			**16.99**

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07/03/2025	330381	149	AMERICAN ELECTRIC POWER/PSO	683-103-0-8 06172025	951-683-103-0-8 JUNE 17, 2025 1000 W HOUSTON ST	1106005 |550250|		2025/12	147.53
				260-576-0-1 06172025	953-260-576-0-1 JUNE 17, 2025 219 E DETROIT ST	1101700 |550250|		2025/12	71.64
				539-598-0-7 06162025	958-539-598-0-7 JUNE 16, 2025 2803 E NORMAN AVE	1101700 |550250|		2025/12	24.03
				183-027-0-0 06162025	953-183-027-0-0 JUNE 16, 2025 1599 E ALBANY ST	1105310 |550250|		2025/12	90.45
				162-909-0-6 06162025	954-162-909-0-6 JUNE 16, 2025 3003 E PAWHUSKA ST	1101700 |550250|		2025/12	24.37
				784-327-0-0 06132025	955-784-327-0-0 06132025 9101 E HIGHWAT 51	1105310 |550250|		2025/12	81.40
				393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 201 S 1ST ST	1101700 |550250|		2025/12	385.67
				393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 201 S 1ST ST	1101700 |550250|		2025/12	23.88
				393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 220 S 1ST ST	1101700 |550250|		2025/12	2,051.41
				393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 123 N MAIN	1101315 |550250|		2025/12	99.91
				393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 200 S 1ST ST	1101700 |550250|		2025/12	2,609.07
				624-103-0-9 06162025	FY25 ANNUAL AGREEMENT 9 PYMTS	1106001 |550250|		2025/12	1,847.92
						Total For Check # 330381			**7,457.28**
07/03/2025	330383	4935	AMAZON.COM SALES INC	14QL-7F73-JVRM	Office Supplies	1101102 |560030|		2025/12	63.79
				19TQ-9NYR-TYGG	ITEM: Milwaukee 49-16-2720 M18 FUEL QUIK-LOK 10 i	1105300 |560240|		2025/12	168.88
				1DF4-KN1V-XXHV	ITEM: Sosation 72 Pcs Construction Engineering Tr	1105300 |560230|		2025/12	79.98
				1FQ6-J9MW-LPTJ	Scissors for Nienhuis	1106002 |560030|		2025/12	15.99
				1R66-CTW4-3NNQ	ITEM: Amazon Basics 6-Outlet Surge Protector Powe	1101315 |560030|		2025/12	7.88
				1R66-CTW4-3NNQ	ITEM: Amazon Basics 6-Outlet Surge Protector Powe	1101315 |560230|		2025/12	35.78
				1XHQ-Q3KY-76R3	Summer Camp Supplies for Nienhuis	1106002 |560330|		2025/12	365.63

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				1KWF-PRWF-69MJ	office supplies	1101102 |560030|		2025/12	-16.49
				1DK6-MTKJ-7QH7	TABLE CLOTHS - CRICKET MOORE	1101700 |560230|		2025/12	16.99
				1NDT-PYDQ-9VXC	ITEM: Yuanhe Deluxe Bingo Game Set-Includes Metal	1101700 |550890|		2025/12	167.37
				196M-JKVY-9MV7	Office Supplies	1101400 |560030|		2025/12	49.96
						Total For Check # 330383			**955.76**
07/03/2025	330384	5180	AMERICAN MEDICAL GAS RESOURCES	3346	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	1106002 |560340|		2025/12	172.00
						Total For Check # 330384			**172.00**
07/03/2025	330385	1007	AMERICAN SERVICES INC.	2518	2518 06/20/2025	1106000 |540280|		2025/12	1,073.05
				2566	2566 06/26/2025	1106000 |540280|		2025/12	1,073.05
						Total For Check # 330385			**2,146.10**
07/03/2025	330388	4846	APAC-CENTRAL, INC.	7002274286	BLANKET PO FOR AGGREGATE	1105300 |560800|		2025/12	3,475.69
				7002274532	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/12	506.07
				7002274549	BLANKET PO FOR ASHPALT	1105300 |560800|		2025/12	3,021.70
						Total For Check # 330388			**7,003.46**
07/03/2025	330389	885	ATWOOD DISTRIBUTING LP	3549	BLANKET PO SAFETY SHOES & MISC ITEMS	1106000 |560230|		2025/12	13.27
						Total For Check # 330389			**13.27**
07/03/2025	330390	2321	AVERY DENNISON CORP	61823691	HIP MEDIA/SPITTOON PADS/CLEANER	1105300 |560360|		2025/12	864.00
				61823624	HIP MEDIA/SPITTOON PADS/CLEANER	1105300 |560360|		2025/12	995.29
						Total For Check # 330390			**1,859.29**
07/03/2025	330391	507	BEN E KEITH-OKLAHOMA	67036630	BLANKET PO FOR FOOD	1106002 |560670|		2025/12	1,003.64

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					CONCESSIONS FOR PARKS				
				67036616	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	1,228.94
				67040419	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	845.42
				67040401	BLANKET PO FOR FOOD CONCESSIONS FOR PARKS	1106002 |560670|		2025/12	877.49
						Total For Check # 330391			**3,955.49**
07/03/2025	330396	1330	BRINK'S INCORPORATED	7545172	7545172 05/31/2025	1106002 |550280|		2025/12	736.79
				7545172	7545172 05/31/2025	1101800 |550280|		2025/12	1,255.04
						Total For Check # 330396			**1,991.83**
07/03/2025	330398	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3358659.001	BLANKET PO FOR MISC ELECTRICAL	1106002 |560180|		2025/12	54.55
						Total For Check # 330398			**54.55**
07/03/2025	330399	20	BROKEN ARROW LAWN & GARDEN	120963	SMALL ENGINE PARTS	1106003 |560230|		2025/12	62.15
						Total For Check # 330399			**62.15**
07/03/2025	330400	22	BROKEN ARROW SENIORS INC	41849	BASI CONTRACTUAL AGREEMENT-JUNE25 INV#41849	1106002 |550100|		2025/12	2,401.14
						Total For Check # 330400			**2,401.14**
07/03/2025	330402	4566	CENTERLINE SUPPLY INC.	ORD0144296	SURFACE MOUNT-2" SQUARE W/ HARDWARE	1105300 |560360|		2025/12	525.00
						Total For Check # 330402			**525.00**
07/03/2025	330403	633	CHICKASAW TELECOM INC	INV#63462	FortiNet HW for PSC	1101200 |540550|		2025/12	639.93
						Total For Check # 330403			**639.93**
07/03/2025	330406	1391	CLEAN THE UNIFORM CO OKLAHOMA	52140171	52140171	1106000 |540310|		2025/12	27.95
				52140171	52140171	1106003 |540310|		2025/12	51.42
				52140635	52140635	1106000 |540310|		2025/12	104.69

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				52140635	52140635	1106000 |540330|		2025/12	0.34
				52141258	52141258 06/25/2025	1106005 |540330|		2025/12	1.32
				52140167	52140167 06/18/2025	1106005 |540310|		2025/12	10.15
				52140167	52140167 06/18/2025	1101700 |540330|		2025/12	9.79
				52141975	52141975 06/27/2025	1101800 |540330|		2025/12	7.84
						Total For Check # 330406			**213.50**
07/03/2025	330409	4162	COMMUNICATIONS SUPPLY CORPORATION	3C9025029	UPS Maintenance Agreement - 1 Year	1101200 |540550|		2025/12	2,249.81
				3C9024977	UPS Maintenance Agreement - 1 Year	1101200 |540550|		2025/12	4,671.19
				3C9025055	UPS Maintenance Agreement - 1 Year	1101200 |540550|		2025/12	1,193.16
				3C9025087	UPS Maintenance Agreement - 1 Year	1101200 |540550|		2025/12	843.37
				3C9025132	UPS Maintenance Agreement - 1 Year	1101200 |540550|		2025/12	2,137.84
						Total For Check # 330409			**11,095.37**
07/03/2025	330411	5259	DAVID PICKEL	T&A 05122025	T&A 05122025 DC FLY REIMBURSEMENT 2025	1101700 |550030|		2025/12	1,636.20
						Total For Check # 330411			**1,636.20**
07/03/2025	330414	3158	EMBLAZON PRINTING SPECIALTIES	4644	4644	1101315 |560230|		2025/12	1,077.75
						Total For Check # 330414			**1,077.75**
07/03/2025	330420	1231	AT&T MOBILITY LLC	44015076X06172025	287344015076X06172025 JUNE 9, 2025 SIMS ONLY	1101700 |550540|		2025/12	200.44
						Total For Check # 330420			**200.44**
07/03/2025	330421			DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101010 |550540|		2025/12	35.00
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101102 |550540|		2025/12	64.00
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101200 |550540|		2025/12	490.25
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101315 |550540|		2025/12	32.00

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				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101400 |550540|		2025/12	0.50
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101501 |550540|		2025/12	64.00
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1101800 |550540|		2025/12	64.00
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1105300 |550540|		2025/12	13.25
				DVR05205	ACCT# 500634737 05/05/25-06/04/25	1105310 |550540|		2025/12	96.00
						Total For Check # 330421			**859.00**
07/03/2025	330423	68	FORD AUDIO VIDEO SYSTEMS INC	302006447	302006447	1101200 |530870|		2025/12	408.75
						Total For Check # 330423			**408.75**
07/03/2025	330424	1328	FOUNTAIN PEOPLE	0084260-IN	RVS-075G-KIT repair kit, 3/4" and 1"	1106000 |560330|		2025/12	2,380.27
						Total For Check # 330424			**2,380.27**
07/03/2025	330426	153	GELLCO UNIFORMS & SHOES INC	00298997	BLANKET PO FOR SAFETY SHOES	1106002 |560100|		2025/12	200.00
						Total For Check # 330426			**200.00**
07/03/2025	330429	5026	DALE GRAHAM	000192	000192 06/16/2025	1106000 |540070|		2025/12	150.00
				000193	000193 06/23/2025	1106002 |540070|		2025/12	1,133.19
				000197	000197 06/26/2025	1101700 |540070|		2025/12	100.00
				25062502	25062502 06/27/2025	1106000 |540070|		2025/12	3,760.85
						Total For Check # 330429			**5,144.04**
07/03/2025	330439	23	J D YOUNG COMPANY INC	1273295	LEASE & USAGE CHARGE FY25	1101010 |540330|		2025/12	217.58
				1273295	LEASE & USAGE CHARGE FY25	1101102 |540330|		2025/12	186.02
				1273295	LEASE & USAGE CHARGE FY25	1101200 |540330|		2025/12	181.66
				1273295	LEASE & USAGE CHARGE FY25	1101315 |540330|		2025/12	93.45
				1273295	LEASE & USAGE CHARGE FY25	1101400 |540330|		2025/12	321.95

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				1273295	LEASE & USAGE CHARGE FY25	1101415 |540330|		2025/12	94.06
				1273295	LEASE & USAGE CHARGE FY25	1101700 |540330|		2025/12	217.58
				1273295	LEASE & USAGE CHARGE FY25	1101800 |540330|		2025/12	306.66
				1273295	LEASE & USAGE CHARGE FY25	1105300 |540330|		2025/12	176.68
				1273295	LEASE & USAGE CHARGE FY25	1106000 |540330|		2025/12	264.28
				1273295	LEASE & USAGE CHARGE FY25	1106002 |540330|		2025/12	269.26
				1273295	LEASE & USAGE CHARGE FY25	1101010 |540550|		2025/12	109.75
				1273295	LEASE & USAGE CHARGE FY25	1101102 |540550|		2025/12	224.48
				1273295	LEASE & USAGE CHARGE FY25	1101200 |540550|		2025/12	45.43
				1273295	LEASE & USAGE CHARGE FY25	1101315 |540550|		2025/12	48.92
				1273295	LEASE & USAGE CHARGE FY25	1101400 |540550|		2025/12	479.24
				1273295	LEASE & USAGE CHARGE FY25	1101415 |540550|		2025/12	110.52
				1273295	LEASE & USAGE CHARGE FY25	1101700 |540550|		2025/12	50.56
				1273295	LEASE & USAGE CHARGE FY25	1101800 |540550|		2025/12	134.29
				1273295	LEASE & USAGE CHARGE FY25	1105300 |540550|		2025/12	26.93
				1273295	LEASE & USAGE CHARGE FY25	1106000 |540550|		2025/12	80.89
				1273295	LEASE & USAGE CHARGE FY25	1106002 |540550|		2025/12	95.86
				1273295	LEASE & USAGE CHARGE FY25	1101010 |560230|		2025/12	2.84
				1273295	LEASE & USAGE CHARGE FY25	1101102 |560230|		2025/12	6.08

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				1273295	LEASE & USAGE CHARGE FY25	1101200 |560230|		2025/12	6.08
				1273295	LEASE & USAGE CHARGE FY25	1101315 |560230|		2025/12	2.92
				1273295	LEASE & USAGE CHARGE FY25	1101400 |560230|		2025/12	6.08
				1273295	LEASE & USAGE CHARGE FY25	1101415 |560230|		2025/12	2.92
				1273295	LEASE & USAGE CHARGE FY25	1101700 |560230|		2025/12	2.92
				1273295	LEASE & USAGE CHARGE FY25	1101800 |560230|		2025/12	6.08
				1273295	LEASE & USAGE CHARGE FY25	1105300 |560230|		2025/12	6.08
				1273295	LEASE & USAGE CHARGE FY25	1106000 |560230|		2025/12	8.87
				1273295	LEASE & USAGE CHARGE FY25	1106002 |560230|		2025/12	8.87
						Total For Check # 330439			**3,795.79**
07/03/2025	330442	499	LESLIES POOL SUPPLIES INC	WPR9094472-0001	Blanket PO for Parks	1106002 |560340|		2025/12	728.80
				00727-01-070730	Blanket PO for Parks	1106002 |560340|		2025/12	-699.90
				00727-02-089455	Blanket PO for Parks	1106002 |560340|		2025/12	49.79
						Total For Check # 330442			**78.69**
07/03/2025	330445	4380	LOCK-DOC INC	061725-H25	BLANKET PO FOR LOCKS,KEYS, & ETC	1106000 |560180|		2025/12	25.30
						Total For Check # 330445			**25.30**
07/03/2025	330446	131	LOCKE SUPPLY COMPANY	55783227-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106001 |560180|		2025/12	4.84
				55748851-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 |560180|		2025/12	282.06
				55832985-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1106000 |560180|		2025/12	3.75
				55834140-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	1105300 |560180|		2025/12	11.54

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						Total For Check # 330446			**302.19**
07/03/2025	330448	4042	MANPOWER LLC	1408	1408 POWERWASH ROSE DISTRICT & BRASSFIELD PAVILION	1106000 |540280|		2025/12	12,500.00
						Total For Check # 330448			**12,500.00**
07/03/2025	330449	537	MCAFEE & TAFT	788188	788188 06/10/2025	1101700 |530080|		2025/12	3,272.33
				788189	788189 06/10/2025	1101700 |530080|		2025/12	8,774.42
				788187	788187 06/10/2025	1101700 |530080|		2025/12	645.00
				788186	788186 06/10/2025	1101700 |530080|		2025/12	655.00
				788185	788185 06/10/2025	1101700 |530080|		2025/12	75.00
				788184	788184 06/10/2025	1101700 |530080|		2025/12	3,120.00
						Total For Check # 330449			**16,541.75**
07/03/2025	330451	687	MUNICIPAL INDUSTRIES, INC.	39536	PPG accu-tab chlorine	1106002 |560340|		2025/12	2,283.71
						Total For Check # 330451			**2,283.71**
07/03/2025	330452	25	NAPA AUTO PARTS	017070	6050253	1105300 |560230|		2025/12	6.64
				017070	6050251	1105300 |560230|		2025/12	6.64
				017070	6050250	1105300 |560230|		2025/12	6.64
				017070	592218	1105300 |560230|		2025/12	9.98
				017074	81995941	1101700 |560200|		2025/12	26.38
				017077	3365	1106000 |560200|		2025/12	3.99
				017078	0565241	1105300 |560190|		2025/12	754.97
				017083	TOYO556790	1105300 |560190|		2025/12	542.33
				017093	9599	1106000 |560200|		2025/12	21.76
				017093	9221	1106000 |560200|		2025/12	32.21
				017093	7076	1106000 |560200|		2025/12	7.31
				017093	3548	1106000 |560200|		2025/12	18.27
				017093	15W40BULK	1106000 |560210|		2025/12	32.04
				017094	8424AAA	1106000 |560200|		2025/12	129.51

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				017094	8424AAA	1106000 |560200|		2025/12	18.00
				017094	8424AAA	1106000 |560200|		2025/12	-18.00
				017096	41801201800	1106000 |560200|		2025/12	86.44
				017096	41801200604	1106000 |560200|		2025/12	8.78
				017097	75135	1105300 |560210|		2025/12	73.04
				017101	7302382	1106000 |560200|		2025/12	8.93
				017103	230266	1101415 |560200|		2025/12	10.91
				017103	7502	1101415 |560200|		2025/12	4.25
				017103	9883	1101415 |560200|		2025/12	12.73
				017103	60221B	1101415 |560200|		2025/12	20.76
				017103	5W30BULK	1101415 |560210|		2025/12	30.48
				017108	DA1670	1105300 |560230|		2025/12	7.19
				017118	3545917C4	1105300 |560240|		2025/12	575.87
				017123	6004ZZ	1106000 |560200|		2025/12	60.60
				017124	4298184	1106000 |560200|		2025/12	142.68
				017124	4339006	1106000 |560200|		2025/12	305.76
				017129	390026	1106005 |560200|		2025/12	400.00
				017129	DRIVESHAFT	1106005 |560200|		2025/12	225.56
				017129	253192	1106005 |560200|		2025/12	11.12
				017129	281833	1106005 |560200|		2025/12	2.78
				017129		1106005 |560200|		2025/12	20.14
				017131	604106	1106000 |560200|		2025/12	36.60
				017132	6552679	1106000 |560200|		2025/12	81.37
				017189	K595547112	1106000 |560200|		2025/12	51.66
				017189	K566842100	1106000 |560200|		2025/12	103.16
				017189	1258143012	1106000 |560200|		2025/12	25.24
				017189	K565134372	1106000 |560200|		2025/12	6.22
				017195	7101112	1106000 |560200|		2025/12	4.83

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				017202	204RY2	1106000 |560200|		2025/12	75.72
						Total For Check # 330452			**3,991.49**
07/03/2025	330454	98	OKLAHOMA NATURAL GAS CO	267746591 06252025		1101700 |530870|		2025/12	30.00
				267746591 06252025	210104103 1099284 82 201 S 1ST ST	1101700 |550240|		2025/12	66.34
				267746591 06252025	210104103 1798606 00 110 N MAIN ST	1106004 |550240|		2025/12	169.90
				267746591 06252025	210105033 1799191 64 1117 S MAIN ST	1106004 |550240|		2025/12	58.81
				267746591 06252025	210109063 1103822 00 2900 S ELM PL	1101200 |550240|		2025/12	171.27
				267746591 06252025	210119696 2637209 27 1811 S MAIN ST	1106001 |550240|		2025/12	71.54
				267746591 06252025	210155550 1146938 36 100 N FIR AVE	1106002 |550240|		2025/12	49.41
				267746591 06252025	211103077 1789219 36 115 E COMMERCIAL ST	1101700 |550240|		2025/12	196.46
				267746591 06252025	211104310 1790373 73 1500 S MAIN ST	1106002 |550240|		2025/12	177.49
				267746591 06252025	211108742 1794456 91 8000 S ELM PL	1105300 |550240|		2025/12	178.80
				267746591 06252025	211113643 1798830 73 1700 W HOUSTON ST	1106005 |550240|		2025/12	55.39
				267746591 06252025	211151591 1834294 00 1350 S MAIN ST	1106002 |550240|		2025/12	56.42
				267746591 06252025	211154799 1837411 91 3201 N 9TH ST	1106002 |550240|		2025/12	339.80
						Total For Check # 330454			**1,621.63**
07/03/2025	330457	1158	POWER PLAY, LLC	2563	40600.0011 Press and Play activator	1106000 |560330|		2025/12	740.00
						Total For Check # 330457			**740.00**
07/03/2025	330458	5231	PROGRESS SOFTWARE CORPORATION	20080333	WS-FTP Software Renewal	1101200 |540550|		2025/12	654.50
						Total For Check # 330458			**654.50**
07/03/2025	330465	335	SERVICE OKLAHOMA	L0573193816	L0573193816 06/27/2025	1105300 |560230|		2025/12	15.50
				L0573193816	L0573193816 06/27/2025	1106000 |560230|		2025/12	15.50
						Total For Check # 330465			**31.00**
07/03/2025	330468	2144	SITE ONE LANDSCAPE	155040877-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2025/12	56.84

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			SUPPLY LLC		SUPPLIES				
				154930077-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560230|		2025/12	12.67
				155008142-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106003 |560340|		2025/12	173.61
				155102980-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	107.73
				154939339-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	1.28
				154735026-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	33.72
				154980015-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560340|		2025/12	164.40
				154982582-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	15.83
				154918412-001	BLANKET PO FOR IRRIGATION SUPPLIES	1106000 |560180|		2025/12	14.75
						Total For Check # 330468			**580.83**
07/03/2025	330470	824	SOUTHWEST DRIVES INC.	63112	EMERGENCY BLANKET PO FOR HVAC UNITS (BELTS ONLY)	1101700 |560180|		2025/12	39.56
						Total For Check # 330470			**39.56**
07/03/2025	330473	1792	SUNBELT POOLS INC	PSI014501	Pulsar II briquettes (50#pail)	1106002 |560340|		2025/12	2,512.68
						Total For Check # 330473			**2,512.68**
07/03/2025	330480	5417	TRUE COLORS INTERNATIONAL INC	22621	22621 06/20/2025	1101102 |530870|		2025/12	9,916.74
						Total For Check # 330480			**9,916.74**
07/03/2025	330481	949	TULSA WINNELSON COMPANY	620827 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/12	69.57
				621112 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/12	24.31
				623512 01	BLANKET PO MISC. PLUMBING SUPPLIES	1106000 |560180|		2025/12	62.40
						Total For Check # 330481			**156.28**

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Fund 110

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/03/2025	330484	1496	TWIN CITIES READY MIX INC	305528	BLANKET PO FOR CONCRETE	1105300 |560270|		2025/12	725.00
				305372	BLANKET PO FOR CONCRETE	1105300 |560270|		2025/12	870.00
						Total For Check # 330484			**1,595.00**
07/03/2025	330492	5426	WILLIAM L SCHECTER	06202025	CASE:240913-09909 K ANDERSON TERMINATION	1101700 |530080|		2025/12	7,791.32
						Total For Check # 330492			**7,791.32**
07/03/2025	330493	1095	WINDSTREAM HOLDINGS II LLC	101118081 06232025	FY25 ANNUAL AGREEMENT	1106000 |550220|		2025/12	89.11
				100755590 06232025	FY25 ANNUAL AGREEMENT	1106002 |550220|		2025/12	43.03
						Total For Check # 330493			**132.14**
						Total For Fund 110			**882,607.28**
						Number of Invoices For Fund 110			**1,247**

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Fund 227

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329642	5395	SAN JUANITA I URIA	205951	MAY 22 MARRIAGE OFFICIANT	2271700 |550100|		2025/12	200.00
						Total For Check # 329642			**200.00**
06/12/2025	329655	489	ADMIRAL EXPRESS LLC	207008-S	207008-S MAY 31, 2025	2271700 |560230|		2025/12	155.96
						Total For Check # 329655			**155.96**
06/12/2025	329716	3223	GORDON OUTDOOR ADVERTISING	42807	42807 06/01/2025	2271700 |530870|		2025/12	750.00
						Total For Check # 329716			**750.00**
06/12/2025	329741	5131	KEVIN BEHE	13591	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13721	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13787	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13739	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13840	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13722	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13754	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
						Total For Check # 329741			**9.32**
06/12/2025	329772	468	OKLAHOMA TOURISM & RECREATION	74-GTTP25-09	74-GTTP25-09 06/03/2025	2271700 |530850|		2025/12	880.00
						Total For Check # 329772			**880.00**
06/19/2025	329947	4935	AMAZON.COM SALES INC	119X-Y9TK-7VYC	ITEM: Amazon Basics 6-Outlet Surge Protector Powe	2271700 |560230|		2025/12	137.15
						Total For Check # 329947			**137.15**
06/19/2025	330017	5131	KEVIN BEHE	13719	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13788	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13730	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13728	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13731	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13729	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13726	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	2.02
				13724	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13723	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13727	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13725	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	2.02
				13740	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13680	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13681	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	2.49
				13745	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13751	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	0.93
				13785	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13648	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.56
				13653	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13650	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	2.02

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				13651	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.87
				13663	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.87
				13664	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	0.93
				13662	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.87
				13661	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.87
				13660	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.55
				13659	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.55
				13658	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.55
				13654	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.24
				13657	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	0.93
				13656	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	2.02
				13655	CITY COUNCIL APPROVED 09/09/24	2271700 |540070|		2025/12	1.87
						Total For Check # 330017			**50.40**
06/19/2025	330036	25	NAPA AUTO PARTS	016261	44181812IM	2271700 |570020|	2517190	2025/12	274.33
						Total For Check # 330036			**274.33**
06/19/2025	330046	468	OKLAHOMA TOURISM & RECREATION	87-19286	87-19286 JUNE 10, 2025	2271700 |530850|		2025/12	149.58
						Total For Check # 330046			**149.58**
06/19/2025	330057	201	ROYAL PRINTING	66510	66510 06/09/2025	2271700 |550360|		2025/12	1,309.00
				66507	66507 06/10/2025	2271700 |550360|		2025/12	149.00
						Total For Check # 330057			**1,458.00**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/26/2025	330284	98	OKLAHOMA NATURAL GAS CO	180052518 062025	210104103 1800525 18 JUN 20, 2025 123 N MAIN ST	2271700 |550240|		2025/12	14.85
						Total For Check # 330284			**14.85**
06/26/2025	330290	5395	SAN JUANITA I URIA	205952	JUNE 2025 WEDDING OFFICIANT	2271700 |550280|		2025/12	200.00
						Total For Check # 330290			**200.00**
06/26/2025	330314	868	COUNTRY FORD-MERCURY INC	83991-F	CITY COUNCIL APPROVED 04/01/25	2271700 |570020|	2517190	2025/12	36,513.00
						Total For Check # 330314			**36,513.00**
07/01/2025	330332	4666	BLUEJAY PROPERTIES LLC	JULY 2025	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2026/1	1,750.00
						Total For Check # 330332			**1,750.00**
07/01/2025	330340	5291	MULTIVIEW, INC.	MLT862532-1	ADS FOR 07/03-9/25 2025	2271700 |530870|		2026/1	2,550.00
						Total For Check # 330340			**2,550.00**
07/01/2025	330369	5081	TULSA AIRPORTS IMPROVEMENT TRUST	109985	DISPLAY IN BAGGAGE CLAIM	2271700 |530870|		2026/1	9,000.00
						Total For Check # 330369			**9,000.00**
07/03/2025	330381	149	AMERICAN ELECTRIC POWER/PSO	393-103-0-6 06202025	959-393-103-0-6 JUNE 20 2025 123 N MAIN	2271700 |550250|		2025/12	99.91
						Total For Check # 330381			**99.91**
07/03/2025	330397	2910	BROKEN ARROW CHAMBER OF COMMERCE	77666	77666 06/17/2025	2271700 |550100|		2025/12	20,000.00
						Total For Check # 330397			**20,000.00**
07/03/2025	330475	1266	TIGER WINDOW TINTING	INV-1398	Unit #2514	2271700 |570020|	2517190	2025/12	80.00
						Total For Check # 330475			**80.00**
						Total For Fund 227			**74,272.50**
						Number of Invoices For Fund 227			**57**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329649	1335	911 CUSTOM	58992A	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530130	2025/12	561.68
				58992A	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530170	2025/12	280.84
						Total For Check # 329649			**842.52**
06/12/2025	329658	4935	AMAZON.COM SALES INC	1HWM-6YXM-4CK4	Bluezoo - Solar Equipment	3301200 |570170|	2512090	2025/12	199.95
						Total For Check # 329658			**199.95**
06/12/2025	329666	5126	ASCEND COMMERCIAL BUILDERS	PA 8 2217090	PW Field Office	3301700 |570150|	2217090	2025/12	150,486.39
						Total For Check # 329666			**150,486.39**
06/12/2025	329689	5323	COLUMN SOFTWARE PBC	B6BD5005-0175	B6BD5005-0175 05/07/2025	3301700 |570170|	2417280	2025/12	353.34
						Total For Check # 329689			**353.34**
06/12/2025	329691	1196	CONRAD FIRE EQUIPMENT INC	584447	Intakes for E3/E5	3303501 |570170|	2535250	2025/12	9,869.15
						Total For Check # 329691			**9,869.15**
06/12/2025	329714	1426	GERALD PERRY TENNIS CO.,INC.	048-25	Repair and resurface Wolf Creek tennis court with	3306000 |570150|	2560410	2025/12	15,450.00
						Total For Check # 329714			**15,450.00**
06/12/2025	329737	4613	JOSEPH Z EATON	0116	Labor for Upfit on New PD Vehicles (Council)	3303001 |570020|	2530180	2025/12	3,650.00
						Total For Check # 329737			**3,650.00**
06/12/2025	329740	3984	KENDIG KEAST COLLABORATIVE	21434	Zoning Ordinance Update	3301405 |570170|	201402	2025/12	1,052.41
						Total For Check # 329740			**1,052.41**
06/12/2025	329765	615	MUSCO SPORTS LIGHTING LLC	439911	CITY COUNCIL APPROVED 08/05/2024	3306002 |570170|	2560250	2025/12	90,500.00
						Total For Check # 329765			**90,500.00**
06/12/2025	329798	1586	SIGN SOLUTIONS	5553	5553 JUNE 5, 2025	3303001 |570020|	2530010	2025/12	1,556.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 329798			**1,556.00**
06/12/2025	329811	4710	TOOLE DESIGN GROUP, LLC	MCI.00103.00	Contract Approved by City Council on 11/14/22	3301410 |570170|	2214080	2025/12	3,088.31
				MCI.00103.00A	Contract Approved by City Council on 11/14/22	3301410 |570170|	2214080	2025/12	2,112.71
				MCI.00103.00B	Contract Approved by City Council on 11/14/22	3301410 |570170|	2214080	2025/12	1,244.43
						Total For Check # 329811			**6,445.45**
06/12/2025	329820	591	UNION PACIFIC RAILROAD	90139988	Union Pacific Railroad	3305300 |570160|	ST23290	2025/12	8,315.31
				90143430	Union Pacific Railroad	3305300 |570160|	ST23290	2025/12	1,574.82
						Total For Check # 329820			**9,890.13**
06/19/2025	329939	4919	ADEMCO INC.	ZP6YNL01	CAMERAS @ IT FACILITY - PROJECT	3301200 |570170|	2512070	2025/12	2,177.47
				ZP6YNL02	CAMERAS @ IT FACILITY - PROJECT	3301200 |570170|	2512070	2025/12	97.31
				ZP6YNL03	CAMERAS @ IT FACILITY - PROJECT	3301200 |570170|	2512070	2025/12	214.49
				ZP6YMH01	CITY CAMERA UPGRADES - PROJECT	3301200 |570170|	2412060	2025/12	2,177.47
				ZP6YMH02	CITY CAMERA UPGRADES - PROJECT	3301200 |570170|	2412060	2025/12	222.54
				ZP6YMY01	CITY CAMERA UPGRADES - PROJECT	3301200 |570170|	2412060	2025/12	2,177.47
				ZP6YMY02	CITY CAMERA UPGRADES - PROJECT	3301200 |570170|	2412060	2025/12	291.93
						Total For Check # 329939			**7,358.68**
06/19/2025	329947	4935	AMAZON.COM SALES INC	19TQ-9NYR-K7FV	Communication Lab Equipment - Project 2512090	3301200 |570170|	2512090	2025/12	443.91
						Total For Check # 329947			**443.91**
06/19/2025	329962	5368	BERL ENTERPRISES LLC	97743	Elkay Outdoor Bi-Level Drinking Fountain	3306000 |570040|	2560090	2025/12	4,518.04
						Total For Check # 329962			**4,518.04**
06/19/2025	329974	633	CHICKASAW TELECOM INC	INV#63467	Fortinet FW for PSC	3301200 |570170|	2512050	2025/12	43,255.34
						Total For Check # 329974			**43,255.34**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/19/2025	329988	634	DELL MARKETING L.P.	10819362533	Laptop for Marquitta Please see General Notes	3301200 |570170|	2512040	2025/12	4,132.31
						Total For Check # 329988			**4,132.31**
06/19/2025	330089	868	COUNTRY FORD-MERCURY INC	84157	CITY COUNCIL APPROVED 10/01/24	3303001 |570020|	2530140	2025/12	49,697.20
						Total For Check # 330089			**49,697.20**
06/26/2025	330227	633	CHICKASAW TELECOM INC	INV#63450	FortiNet FortiToken HW Tokens	3301200 |570170|	2512050	2025/12	1,549.74
						Total For Check # 330227			**1,549.74**
06/26/2025	330240	634	DELL MARKETING L.P.	10820104016	Laptop for Marquitta Please see General Notes	3301200 |570170|	2512040	2025/12	1,833.43
						Total For Check # 330240			**1,833.43**
06/26/2025	330264	4613	JOSEPH Z EATON	0117	Labor for Upfit on New PD Vehicles (Council)	3303001 |570020|	2530180	2025/12	3,650.00
						Total For Check # 330264			**3,650.00**
06/26/2025	330288	3363	PROFESSIONAL AMBULANCE SALES & SERVICE LLC	107-2529	CITY COUNCIL APPROVED 10/15/2024	3303502 |570020|	2535230	2025/12	338,266.00
				107-2528	CITY COUNCIL APPROVED 10/15/2024	3303502 |570020|	2535230	2025/12	338,266.00
						Total For Check # 330288			**676,532.00**
06/26/2025	330298	2958	SPEEDLINER TRUCK ACCESSORIES LLC	10085	Bed Cover and Storage Box for New K-9 F150	3303001 |570020|	2530140	2025/12	3,148.00
						Total For Check # 330298			**3,148.00**
06/26/2025	330304	1089	TRANE COMPANY	315455532	CITY COUNCIL APPROVED 02/25/25	3301700 |570170|	2517020	2025/12	2,835.00
						Total For Check # 330304			**2,835.00**
06/26/2025	330314	868	COUNTRY FORD-MERCURY INC	83994-F	2025 FORD F150 EXTENDED CAB 4X4 - JOE W.	3301415 |570020|	2514090	2025/12	44,992.00
						Total For Check # 330314			**44,992.00**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/03/2025	330383	4935	AMAZON.COM SALES INC	19N9-1FHV-13VL	ITEM: DecoBrothers K-Cup Holder Drawer for 36 Cof	3303501 |570150|	2535040	2025/12	-99.99
				1Q96-CGGL-6DQM	New Brush items-amazon	3303501 |570020|	2535020	2025/12	-209.78
						Total For Check # 330383			**-309.77**
07/03/2025	330403	633	CHICKASAW TELECOM INC	INV#63464	FortiNet SSO Authenticator	3301200 |570170|	2512050	2025/12	1,376.55
				INV#63462	FortiNet HW for PSC	3301200 |570170|	2512050	2025/12	4,135.86
						Total For Check # 330403			**5,512.41**
07/03/2025	330427	831	GH2 ARCHITECTS, LLC	PA 01 2560140	Events Park Storage Facility	3306000 |570150|	2560140	2025/12	24,187.50
						Total For Check # 330427			**24,187.50**
07/03/2025	330440	3817	JACOBS ENGINEERING GROUP INC	W7Y61700-003	2417260 Jacobs Project	3301700 |570170|	2417260	2025/12	20,483.94
						Total For Check # 330440			**20,483.94**
07/03/2025	330456	1006	PLAY AND PARK STRUCTURES	PJI-0081052	306535 Racing game panel	3306000 |570150|	2560170	2025/12	13,873.85
						Total For Check # 330456			**13,873.85**
07/03/2025	330475	1266	TIGER WINDOW TINTING	INV-1407	INV-1407 06/20/2025	3303001 |570020|	2530140	2025/12	41.40
						Total For Check # 330475			**41.40**
07/03/2025	330476	4710	TOOLE DESIGN GROUP, LLC	MCI.00103_15	Contract Approved by City Council on 11/14/22	3301410 |570170|	2214080	2025/12	1,590.95
						Total For Check # 330476			**1,590.95**
07/03/2025	330481	949	TULSA WINNELSON COMPANY	621098 01	WATER BOTTLE FILLER FOR STATION 6	3303501 |570150|	2535040	2025/12	1,808.66
						Total For Check # 330481			**1,808.66**
07/03/2025	330485	2487	TYLER TECHNOLOGIES INC	130-156094	RJ4230BL/Brother Printer rugged Jet 4 Bluetooth	3303504 |570170|		2025/12	120.00
				130-156094	RJ4230BL/Brother Printer rugged Jet 4 Bluetooth	3303504 |570170|	2535180	2025/12	2,520.00

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						Total For Check # 330485			**2,640.00**
07/03/2025	330489	868	COUNTRY FORD-MERCURY INC	84130	CITY COUNCIL APPROVED 10/01/24	3303001 |570020|	2530170	2025/12	37,843.00
				84129	CITY COUNCIL APPROVED 10/01/24	3303001 |570020|	2530130	2025/12	37,843.00
				84131	CITY COUNCIL APPROVED 10/01/24	3303001 |570020|	2530130	2025/12	37,843.00
						Total For Check # 330489			**113,529.00**
07/03/2025	330490	5021	VSC FIRE & SECURITY, INC.	86ST41439959	DXS Access Control Material - Project	3301200 |570170|	2512080	2025/12	7,963.00
						Total For Check # 330490			**7,963.00**
						Total For Fund 330			**1,325,561.93**
						Number of Invoices For Fund 330			**52**

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Fund 331

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/03/2025	330489	868	COUNTRY FORD-MERCURY INC	83993-F	Travel Car for PD (Council Approved)	3313001 |570020|	2560430	2025/12	9,376.00
						Total For Check # 330489			**9,376.00**
						Total For Fund 331			**9,376.00**
						Number of Invoices For Fund 331			**1**

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Fund 332

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329633	999900	OTP - AR REFUNDS	REC-028546-2025		33240 |470100|		2025/12	348.00
						Total For Check # 329633			**348.00**
06/26/2025	330149			REC-030043-2025		33240 |470100|		2025/12	401.00
						Total For Check # 330149			**401.00**
						Total For Fund 332			**749.00**
						Number of Invoices For Fund 332			**2**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/19/2025	330071	3597	CENTRALSQUARE TECHNOLOGIES LLC	435802	Cloud Based Service from Central Square	3363006 |570170|	2530250	2025/12	12,299.63
						Total For Check # 330071			**12,299.63**
						Total For Fund 336			**12,299.63**
						Number of Invoices For Fund 336			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329798	1586	SIGN SOLUTIONS	5500	5500 APRIL 24, 2025	3373001 |540200|	2530200	2025/12	3,175.00
				5501	5501 APRIL 24, 2025	3373001 |540200|	2530200	2025/12	655.00
						Total For Check # 329798			**3,830.00**
06/19/2025	329940	5361	ADVANCED ERGONOMIC CONCEPTS INC	21370	Chairs for RTIC	3373001 |560240|	2530240	2025/12	10,700.00
						Total For Check # 329940			**10,700.00**
06/26/2025	330276	987	MYERS-DURAN HARLEY-DAVIDSON OF TULSA, INC.	136045	Clutch Repair for Unit 1665	3373001 |540200|	2530200	2025/12	2,249.75
						Total For Check # 330276			**2,249.75**
07/03/2025	330370	2283	CALEB SHERMAN	T&A 06012025	REIMB-HOTEL STAY OK TRAFFIC SAFETY SUMMIT-OKC JUN	3373001 |550030|		2025/12	809.82
						Total For Check # 330370			**809.82**
						Total For Fund 337			**17,589.57**
						Number of Invoices For Fund 337			**5**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329656	149	AMERICAN ELECTRIC POWER/PSO	111-611-0-2 06022025	FY25 ANNUAL AGREEMENT	3425300 |550250|		2025/12	29,052.77
				983-871-0-9 05302025	954-983-871-0-9 MAY 30, 2025 3101 E 101ST PL	3425300 |550250|		2025/12	23.41
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1809 W BROADWAY ST	3425300 |550250|		2025/12	27.83
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1650 N KENWOOD DR	3425300 |550250|		2025/12	171.23
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 391 N 23RD ST	3425300 |550250|		2025/12	120.82
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1691 E KENOSHA ST	3425300 |550250|		2025/12	88.55
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 793 E KENOSHA ST	3425300 |550250|		2025/12	21.79
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1900 N ELM PL	3425300 |550250|		2025/12	213.97
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 100 W DETROIT ST	3425300 |550250|		2025/12	156.97
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1251 E HILLSIDE DR	3425300 |550250|		2025/12	382.12
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 8019 E GALVESTON PL	3425300 |550250|		2025/12	22.19
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 2979 S MAIN ST	3425300 |550250|		2025/12	129.66
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 3500 E KENOSHA ST	3425300 |550250|		2025/12	36.72
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 2197 S MAIN ST	3425300 |550250|		2025/12	43.71
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 149 E EL PASO ST	3425300 |550250|		2025/12	270.75
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 100 S ASPEN AV	3425300 |550250|		2025/12	26.84
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1092 E LANSING ST	3425300 |550250|		2025/12	213.00
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 999 N MAIN ST	3425300 |550250|		2025/12	24.28

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06/12/2025	329656			789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 8017 E GALVESTON ST	3425300 |550250|		2025/12	22.60
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1792 E KENOSHA ST	3425300 |550250|		2025/12	180.12
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 699 S 77TH PL	3425300 |550250|		2025/12	22.60
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 790 E LANSING ST	3425300 |550250|		2025/12	141.46
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 204 S MAIN ST	3425300 |550250|		2025/12	318.81
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 199 N ELM PL	3425300 |550250|		2025/12	22.69
				789-381-1-9 05292025	956-789-381-1-9 MAY 29, 2025 1550 W ALBANY ST	3425300 |550250|		2025/12	238.48
						Total For Check # 329656			**31,973.37**
06/12/2025	329764	5227	MUSCAT CO	PA 2 FINAL 2453180	Project 2453180 - Paint Existing Traffic Signals	3425310 |570150|	2453180	2025/12	197,158.65
						Total For Check # 329764			**197,158.65**
06/12/2025	329780	91	PINKLEY SALES COMPANY	23420	Signal heads-For Gary Harris	3425300 |560350|		2025/12	752.00
						Total For Check # 329780			**752.00**
06/19/2025	329941	149	AMERICAN ELECTRIC POWER/PSO	452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3599 S 23RD ST	3425300 |550250|		2025/12	62.08
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 98 S ELM PL	3425300 |550250|		2025/12	33.16
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3020 W NEW ORLEANS	3425300 |550250|		2025/12	23.44
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1498 W KENOSHA ST	3425300 |550250|		2025/12	30.28
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2103 W JASPER ST	3425300 |550250|		2025/12	12.41
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1691 N 9TH ST	3425300 |550250|		2025/12	46.82
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 296 S 9TH ST	3425300 |550250|		2025/12	61.29

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06/19/2025	329941			452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2815 W FLORENCE ST	3425300 |550250|		2025/12	18.64
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 5891 S ASPEN AVE	3425300 |550250|		2025/12	55.58
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 582 W FLORENCE	3425300 |550250|		2025/12	66.92
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2291 W FLORENCE ST	3425300 |550250|		2025/12	42.59
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1191 N 9TH ST	3425300 |550250|		2025/12	68.48
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 7880 E KENOSHA ST	3425300 |550250|		2025/12	64.53
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1808 N ELM PL	3425300 |550250|		2025/12	12.23
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2150 W KENOSHA ST	3425300 |550250|		2025/12	48.85
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 698 N 9TH ST	3425300 |550250|		2025/12	62.58
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 998 N ELM PL	3425300 |550250|		2025/12	74.02
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1247 N 23RD ST	3425300 |550250|		2025/12	73.73
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 11100 S 129TH E AVE	3425300 |550250|		2025/12	47.43
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1498 N 9TH ST	3425300 |550250|		2025/12	99.43
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2010 N ELM PL	3425300 |550250|		2025/12	47.96
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3199 N 9TH ST	3425300 |550250|		2025/12	67.20
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2791 N ELM PL	3425300 |550250|		2025/12	12.15
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 6191 S ASPEN AVE	3425300 |550250|		2025/12	37.54

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06/19/2025	329941			452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 413 W ALBANY ST	3425300 |550250|		2025/12	78.68
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 699 W QUANAH PL	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2050 E KENOSHA ST	3425300 |550250|		2025/12	14.11
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 294 E NEW ORLEANS	3425300 |550250|		2025/12	67.92
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 5594 S ASPEN AVE	3425300 |550250|		2025/12	44.19
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 211 W ALBANY ST	3425300 |550250|		2025/12	54.98
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1000 W ALBANY ST	3425300 |550250|		2025/12	79.56
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1850 S MAIN ST	3425300 |550250|		2025/12	19.17
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3790 E KENOSHA ST	3425300 |550250|		2025/12	12.41
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1090 N 23RD ST	3425300 |550250|		2025/12	75.99
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3503 E KENOSHA ST	3425300 |550250|		2025/12	57.14
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1606 W TUCSON ST	3425300 |550250|		2025/12	105.43
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 5590 S ASPEN AVE	3425300 |550250|		2025/12	46.44
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2190 W OMAHA ST	3425300 |550250|		2025/12	39.89
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	10.45
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2198 W ALBANY ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROWUNIT	3425300 |550250|		2025/12	16.60
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2705 N ASPEN AVE	3425300 |550250|		2025/12	12.07

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06/19/2025	329941			452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 701 1/4 S 9TH ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 7999 S HIGHWAY 51	3425300 |550250|		2025/12	13.80
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 5151 E KENOSHA ST	3425300 |550250|		2025/12	24.54
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3602 W KENOSHA ST	3425300 |550250|		2025/12	18.47
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1700 S MAIN ST	3425300 |550250|		2025/12	12.50
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1801 S ELM PL	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2200 E KENOSHA ST	3425300 |550250|		2025/12	10.11
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1602 S MAIN ST	3425300 |550250|		2025/12	15.41
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 24047 E 51ST HWY	3425300 |550250|		2025/12	11.55
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2400 N 9TH ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1390 E KENOSHA ST	3425300 |550250|		2025/12	13.01
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 582 W FLORENCE ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1902 S 9TH ST	3425300 |550250|		2025/12	10.70
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2200 S ASPEN AVE	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 1000 1/4 E KENOSHA ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	18.47
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	12.58
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	10.03

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06/19/2025	329941			452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 2150 W KEOSHA ST	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	18.47
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 3599 S ASPEN AVE	3425300 |550250|		2025/12	17.10
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 24100 E 71ST ST S	3425300 |550250|		2025/12	12.41
				452-844-0-4 06022025	959-452-844-0-4 JUN 2, 2025 BROKEN ARROW	3425300 |550250|		2025/12	17.07
						Total For Check # 329941			**2,311.59**
06/19/2025	329993	193	FASTENAL COMPANY	OKTUL266550	BLANKET PO FOR MISC SUPPLIES	3425300 |560230|		2025/12	35.40
				OKTUL266812	BLANKET PO FOR MISC SUPPLIES	3425300 |560230|		2025/12	35.40
						Total For Check # 329993			**70.80**
06/19/2025	329994	1231	AT&T MOBILITY LLC	287319339297X06082 02	287319339297X06082025	3425300 |550540|		2025/12	1,154.45
						Total For Check # 329994			**1,154.45**
06/19/2025	330026	131	LOCKE SUPPLY COMPANY	55668978-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3425300 |560350|		2025/12	28.70
						Total For Check # 330026			**28.70**
06/26/2025	330201	149	AMERICAN ELECTRIC POWER/PSO	959-474-0-9 05152025	955-959-474-0-9 MAY 15, 2025 2400 N 23RD ST	3425300 |550250|		2025/12	60.93
				959-474-0-9 06162025	955-959-474-0-9 JUNE 16, 2025 2400 N 23RD ST	3425300 |550250|		2025/12	64.56
				883-018-0-0 06132025	959-883-018-0-0 JUNE 13, 2025 22408 E HIGHWAY 51	3425300 |550250|		2025/12	46.09
				851-307-0-7 06102025	959-851-307-0-7 JUN 10, 2025 19951 1/2 E HWY 51	3425300 |550250|		2025/12	6.52
				158-339-0-2 06162025	956-158-339-0-2 JUN 16, 2025 2398 E HOUSTON ST	3425300 |550250|		2025/12	96.62
						Total For Check # 330201			**274.72**

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06/26/2025	330224	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3357678.001	BLANKET PO FOR MISC ELECTRICAL	3425300 |560230|		2025/12	107.61
						Total For Check # 330224			**107.61**
06/26/2025	330270	131	LOCKE SUPPLY COMPANY	55678636-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3425300 |560230|		2025/12	14.35
						Total For Check # 330270			**14.35**
07/03/2025	330381	149	AMERICAN ELECTRIC POWER/PSO	343-742-0-7 06182025	950-343-742-0-7JUNE 18, 2025 3590 W WASHINGTON ST	3425300 |550250|		2025/12	53.21
				502-247-0-5 06202025	953-502-247-0-5 JUNE 20, 2025 2501 W FULTON ST	3425300 |550250|		2025/12	54.77
						Total For Check # 330381			**107.98**
						Total For Fund 342			**233,954.22**
						Number of Invoices For Fund 342			**106**

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06/12/2025	329650	5216	918 WRECKER SERVICE INC.	25-280165	25-280165 06/02/2025	3435300 |570150|	ST24050	2025/12	60.00
						Total For Check # 329650			**60.00**
06/12/2025	329664	4846	APAC-CENTRAL, INC.	7002261113	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	780.16
				7002261129	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	1,722.14
				7002261102	BLANKET PO FOR ASHPALT	3435300 |570150|	ST25150	2025/12	1,104.27
						Total For Check # 329664			**3,606.57**
06/12/2025	329707	1275	ERGON ASPHALT & EMULSIONS INC	9403419828	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST24050	2025/12	2,885.28
				9403417785	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST24050	2025/12	1,994.98
				9403416939	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST24050	2025/12	2,547.31
						Total For Check # 329707			**7,427.57**
06/12/2025	329826	819	VANCE BROTHERS LLC	IP00034963	BLANKET PO FOR ROAD OIL SSI	3435300 |570150|	ST25140	2025/12	181.20
						Total For Check # 329826			**181.20**
06/19/2025	329954	4846	APAC-CENTRAL, INC.	7002248949	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	2,173.00
				7002261105	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	3,370.18
						Total For Check # 329954			**5,543.18**
06/19/2025	330039	5247	NEXLEVEL REDI MIX LLC	2533	2533 MAY 5, 2025	3435300 |570150|	ST24050	2025/12	142.00
						Total For Check # 330039			**142.00**
06/19/2025	330059	81	SHERWIN WILLIAMS CO	97651205870525	BLANKET PO FOR PAINT SUPPLIES	3435300 |570150|	ST25140	2025/12	193.94
						Total For Check # 330059			**193.94**
06/19/2025	330085	1496	TWIN CITIES READY MIX INC	304643	BLANKET PO FOR CONCRETE	3435300 |570150|	ST24050	2025/12	238.50

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				304591	BLANKET PO FOR CONCRETE	3435300 |570150|	ST24050	2025/12	636.00
						Total For Check # 330085			**874.50**
06/26/2025	330197	1360	A & A ASPHALT INC.	4675	4675 JUNE 5, 2025 STONE MILL PHASE 2	3435300 |570150|	ST24050	2025/12	104,499.60
						Total For Check # 330197			**104,499.60**
06/26/2025	330208	4846	APAC-CENTRAL, INC.	7002264695	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	3,278.14
				7002264706	BLANKET PO FOR ASHPALT	3435300 |570150|	ST25150	2025/12	355.94
				7002264721	BLANKET PO FOR ASHPALT	3435300 |570150|	ST24050	2025/12	3,380.68
						Total For Check # 330208			**7,014.76**
06/26/2025	330241	3307	DP SUPPLY	035123	Couplers for Matt Duran	3435300 |570150|	ST24270	2025/12	1,200.00
						Total For Check # 330241			**1,200.00**
06/26/2025	330281	5247	NEXLEVEL REDI MIX LLC	2543	3116 W COLLEGE STREET	3435300 |570150|	ST24050	2025/12	1,065.00
						Total For Check # 330281			**1,065.00**
06/26/2025	330293	969	SHERWOOD CONSTRUCTION CO INC	279331	PRIMARY BLANKET FOR 8"' SURGE ROCK	3435300 |570150|	ST25150	2025/12	181.78
						Total For Check # 330293			**181.78**
07/03/2025	330375	3636	TIMBER WOLF EXCAVATING LLC	OK2416-2	Emergency Rehab for Bridge over Haikey Creek: Remo	3435300 |570150|	ST25270	2025/12	109,650.00
						Total For Check # 330375			**109,650.00**
07/03/2025	330416	1275	ERGON ASPHALT & EMULSIONS INC	9403469146	BLANKET PO - OIL (CRS2)	3435300 |570150|	ST25150	2025/12	412.20
						Total For Check # 330416			**412.20**
07/03/2025	330425	674	GARVER ENGINEERS	23T27010-12	Kenosha Sidewalks sycamore to Redbud	3435300 |570160|	ST23290	2025/12	1,953.02

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						Total For Check # 330425			**1,953.02**
07/03/2025	330488	819	VANCE BROTHERS LLC	IP00034969	BLANKET PO FOR ROAD OIL SSI	3435300 |570150|	ST25150	2025/12	170.00
						Total For Check # 330488			**170.00**
						Total For Fund 343			**244,175.32**
						Number of Invoices For Fund 343			**25**

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06/12/2025	329614	2283	CALEB SHERMAN	T&A 04152025	REIMB-HOTEL PARKING-MARTHA COLLAR TECH REUNION-OKC	3443001 |550030|		2025/12	10.00
						Total For Check # 329614			**10.00**
06/12/2025	329618	1877	GERBER COLLISION & GLASS	5010022907	UNIT # 1640	3443001 |540200|		2025/12	2,533.63
						Total For Check # 329618			**2,533.63**
06/12/2025	329619	1390	JACK CLANCY ASSOCIATES	1588	1588 06/01/2025	3443001 |530870|		2025/12	22,500.00
						Total For Check # 329619			**22,500.00**
06/12/2025	329620	2702	JOSH MCCOY	TRR SP2025	TUITION REIMB FOR SPR 2025 NSU	3443001 |530110|		2025/12	1,200.00
						Total For Check # 329620			**1,200.00**
06/12/2025	329624	5351	OLIVIA RUSSELL	PDR 06222025	PER DIEM-OVAA-EDMOND, OK JUN 22-27, 2025	3443001 |550030|		2025/12	120.00
						Total For Check # 329624			**120.00**
06/12/2025	329626	2093	OSBVME	567 06302025	OK CAET RENEWALS- DANIKA MCCLENAHAN	3443009 |530110|		2025/12	40.00
				226 06302025	OK CAET RENEWALS-JAMES S MARSHALL	3443009 |530110|		2025/12	40.00
				369 06302025	OK CAET RENEWALS-AMANDA LINDSTROM	3443009 |530110|		2025/12	40.00
				345 06302025	OK CAET RENEWALS-LATASHA SAMPSON	3443009 |530110|		2025/12	40.00
				176 06302025	OKCAET RENEWALS-TIMOTHY M BONI	3443009 |530110|		2025/12	40.00
				525 06302025	OK CAET RENEWALS- JONAH DAVID MILLER	3443009 |530110|		2025/12	40.00
				481 06302025	OK CAET RENEWALS-ROY S SANCHEZ	3443009 |530110|		2025/12	40.00
						Total For Check # 329626			**280.00**
06/12/2025	329641	2408	PATRICK CHERNISKY	PDR 06222025	PER DIEM-NTOA LL/FSDD/CA INSTRUCTOR CERT-SHAWEE,OK	3443001 |550030|		2025/12	306.00
						Total For Check # 329641			**306.00**
06/12/2025	329643	2292	TIFFANY JESSIE KOCH	PDR 06222025	PER DIEM-OK SRO TRAINING-OKC, OK	3443001 |550030|		2025/12	360.00

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					JUN 22-27, 2025				
						Total For Check # 329643			**360.00**
06/12/2025	329645	1169	VERIZON	9022401655	WARRANT TARGET (XXX)XXX-0498	3443001 |550280|		2025/12	225.00
						Total For Check # 329645			**225.00**
06/12/2025	329648	1444	ZACHARY SCHATZ	PDR 06222025	PER DIEM-NTOA LL/FSDD/CA INSTRUCTOR CERT-SHAWNEE	3443001 |550030|		2025/12	306.00
						Total For Check # 329648			**306.00**
06/12/2025	329655	489	ADMIRAL EXPRESS LLC	207100-S	207100-S MAY 31, 2025	3443001 |560030|		2025/12	203.99
						Total For Check # 329655			**203.99**
06/12/2025	329658	4935	AMAZON.COM SALES INC	1M9G-DTPN-7PHH	PD Office Supplies	3443001 |560030|		2025/12	48.18
				1NXW-19T1-CFQK	AC Equipment	3443009 |560230|		2025/12	190.10
				1CPD-666W-D9LP	3 Ring Binders for Tracy Lee	3443001 |560030|		2025/12	32.99
				1FYM-CDK7-JMYP	Disposable Litter Trays	3443009 |560230|		2025/12	203.36
				1YNH-J6WR-LJJC	Label Maker for Amanda Long, SOT 40 MM Cases	3443010 |560030|		2025/12	76.04
				1YNH-J6WR-LJJC	Label Maker for Amanda Long, SOT 40 MM Cases	3443001 |560230|		2025/12	313.73
				16MP-PTPN-LJPW	Power Cords for Dispatch	3443006 |560230|		2025/12	149.52
				1QC1-C46V-4F99	Storage shelf	3443009 |560230|		2025/12	94.99
						Total For Check # 329658			**1,108.91**
06/12/2025	329678	204	BROKEN ARROW PUBLIC SCHOOLS	2025-099-046	2025-099-046 06/04/2025	3443001 |550100|		2025/12	3,555.55
						Total For Check # 329678			**3,555.55**
06/12/2025	329684	37	CINTAS CORPORATION	5273924104	First Aid Replenishments for FY2025	3443008 |560230|		2025/12	122.39
						Total For Check # 329684			**122.39**
06/12/2025	329685	996	CITY OF BROKEN ARROW	163218	Payroll Run 1 - Warrant 250606	344 |218180|		2025/12	716.65

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				163218	Payroll Run 1 - Warrant 250606	344 |218360|		2025/12	5,513.11
						Total For Check # 329685			**6,229.76**
06/12/2025	329704	1205	EMBLEMS INC	48860	Shoulder Patches for the PD's RTIC	3443001 |560100|		2025/12	440.00
						Total For Check # 329704			**440.00**
06/12/2025	329708	1231	AT&T MOBILITY LLC	287319128175X062025	287319128175X04082025	3443001 |550220|		2025/12	1,796.26
				287319128175X062025	287319128175X04082025	3443009 |550220|		2025/12	18.66
				287319128175X062025	287319128175X04082025	3443001 |550540|		2025/12	7,247.84
				287319128175X062025	287319128175X04082025	3443006 |550540|		2025/12	24.74
				287319128175X062025	287319128175X04082025	3443009 |550540|		2025/12	240.24
						Total For Check # 329708			**9,327.74**
06/12/2025	329715	4963	GLASS WORKS INC.	43215	BLANKET PO FOR GLASS REPAIR	3443001 |540200|		2025/12	279.00
						Total For Check # 329715			**279.00**
06/12/2025	329717	5026	DALE GRAHAM	000187	000187 JUNE 7, 2025	3443008 |540070|		2025/12	150.00
						Total For Check # 329717			**150.00**
06/12/2025	329730	115	INCOG	E-002351	E-002351 06/01/2025	3443006 |550220|		2025/12	13,199.83
						Total For Check # 329730			**13,199.83**
06/12/2025	329733	23	J D YOUNG COMPANY INC	1267832	05/2025 LEASE & 04/2025 USAGE	3443001 |540330|		2025/12	384.45
				1267832	05/2025 LEASE & 04/2025 USAGE	3443006 |540330|		2025/12	94.06
				1267832	05/2025 LEASE & 04/2025 USAGE	3443008 |540330|		2025/12	87.60
				1267832	05/2025 LEASE & 04/2025 USAGE	3443009 |540330|		2025/12	87.60
				1267832	05/2025 LEASE & 04/2025 USAGE	3443010 |540330|		2025/12	208.24
				1267832	05/2025 LEASE & 04/2025 USAGE	3443001 |540550|		2025/12	503.36

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				1267832	05/2025 LEASE & 04/2025 USAGE	3443006 |540550|		2025/12	22.11
				1267832	05/2025 LEASE & 04/2025 USAGE	3443008 |540550|		2025/12	0.32
				1267832	05/2025 LEASE & 04/2025 USAGE	3443009 |540550|		2025/12	6.30
				1267832	05/2025 LEASE & 04/2025 USAGE	3443010 |540550|		2025/12	77.80
				1267832	05/2025 LEASE & 04/2025 USAGE	3443001 |560230|		2025/12	9.52
				1267832	05/2025 LEASE & 04/2025 USAGE	3443006 |560230|		2025/12	2.33
				1267832	05/2025 LEASE & 04/2025 USAGE	3443008 |560230|		2025/12	4.76
				1267832	05/2025 LEASE & 04/2025 USAGE	3443009 |560230|		2025/12	2.33
				1267832	05/2025 LEASE & 04/2025 USAGE	3443010 |560230|		2025/12	2.32
						Total For Check # 329733			**1,493.10**
06/12/2025	329741	5131	KEVIN BEHE	13591	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13591	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21
				13721	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13721	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21
				13787	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13787	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13739	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13739	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21
				13840	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13840	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21
				13722	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13722	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21

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				13754	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13754	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
						Total For Check # 329741			**25.66**
06/12/2025	329752	4380	LOCK-DOC INC	042525-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3443001 |560180|		2025/12	430.76
						Total For Check # 329752			**430.76**
06/12/2025	329754	2355	LOCKEDINRN	060225	Inmate Care - Nurse Contract	3443008 |530870|		2025/12	307.08
						Total For Check # 329754			**307.08**
06/12/2025	329756	141	M & M LUMBER COMPANY	290246	Lumber for range wall replacement	3443001 |560180|		2025/12	1,824.70
						Total For Check # 329756			**1,824.70**
06/12/2025	329757	3658	MALLORY SAFETY AND SUPPLY LLC	6165884	Police Gear and Duty Equipment	3443001 |560100|		2025/12	52.21
						Total For Check # 329757			**52.21**
06/12/2025	329761	5352	MED-TECH RESOURCE LLC	153796	Restock of Jail Spit Hoods	3443008 |560110|		2025/12	557.70
						Total For Check # 329761			**557.70**
06/12/2025	329768	25	NAPA AUTO PARTS	016394	7060	3443001 |560200|		2025/12	4.15
				016394	20811	3443001 |560210|		2025/12	23.61
				016394	115	3443001 |560210|		2025/12	14.44
				016394	0W20BULK	3443001 |560210|		2025/12	14.32
				016399	F000702	3443001 |560190|		2025/12	594.40
				016402	8465AAA	3443001 |560200|		2025/12	129.51
				016402	8465AAA	3443001 |560200|		2025/12	18.00
				016403	7502	3443001 |560200|		2025/12	4.15
				016403	20811	3443001 |560210|		2025/12	23.61

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				016403	115	3443001 |560210|		2025/12	14.44
				016403	5W20BULK	3443001 |560210|		2025/12	20.28
				016404	7502	3443001 |560200|		2025/12	4.15
				016404	20811	3443001 |560210|		2025/12	23.61
				016404	115	3443001 |560210|		2025/12	14.44
				016404	5W20BULK	3443001 |560210|		2025/12	20.28
				016408	7060	3443001 |560200|		2025/12	8.30
				016408	20811	3443001 |560210|		2025/12	23.61
				016408	115	3443001 |560210|		2025/12	14.44
				016408	0W20BULK	3443001 |560210|		2025/12	28.64
				016408	2413	3443001 |560230|		2025/12	5.56
				016418	F000702	3443001 |560190|		2025/12	594.40
				016429	7502	3443009 |560200|		2025/12	4.15
				016429	230266	3443009 |560200|		2025/12	10.70
				016429	9883	3443009 |560200|		2025/12	12.45
				016429	5W20BULK	3443009 |560210|		2025/12	27.04
				016431	7502	3443001 |560200|		2025/12	4.15
				016431	20811	3443001 |560210|		2025/12	23.61
				016431	115	3443001 |560210|		2025/12	14.44
				016431	5W20BULK	3443001 |560210|		2025/12	20.28
				016445	F000702	3443001 |560190|		2025/12	297.20
				016449	F2GZ1A189A	3443001 |560190|		2025/12	74.33
				016451	7060	3443001 |560200|		2025/12	4.25
				016451	20811	3443001 |560210|		2025/12	23.61
				016451	115	3443001 |560210|		2025/12	14.44
				016451	5W20BULK	3443001 |560210|		2025/12	23.66
				016452	7502	3443001 |560200|		2025/12	4.25
				016452	20811	3443001 |560210|		2025/12	23.61

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				016452	115	3443001 |560210|		2025/12	14.44
				016452	5W20BULK	3443001 |560210|		2025/12	20.28
				016453	7502	3443001 |560200|		2025/12	4.25
				016453	20811	3443001 |560210|		2025/12	23.61
				016453	115	3443001 |560210|		2025/12	14.44
				016453	5W20BULK	3443001 |560210|		2025/12	27.04
				016454	7060	3443001 |560200|		2025/12	4.25
				016454	20811	3443001 |560210|		2025/12	23.61
				016454	115	3443001 |560210|		2025/12	14.44
				016454	5W20BULK	3443001 |560210|		2025/12	23.66
				016457	FT8825	3443001 |560200|		2025/12	56.16
				016457	FT8855	3443001 |560200|		2025/12	57.24
				016458	7502	3443001 |560200|		2025/12	4.25
				016458	6026PP	3443001 |560200|		2025/12	12.21
				016458	6022PP	3443001 |560200|		2025/12	10.38
				016458	20811	3443001 |560210|		2025/12	23.61
				016458	115	3443001 |560210|		2025/12	14.44
				016458	5W20BULK	3443001 |560210|		2025/12	20.28
				016462	4211	3443001 |560200|		2025/12	14.22
				016462	200414	3443001 |560200|		2025/12	18.16
				016462	7060	3443001 |560200|		2025/12	4.25
				016462	20811	3443001 |560210|		2025/12	23.61
				016462	115	3443001 |560210|		2025/12	14.44
				016462	0W20BULK	3443001 |560210|		2025/12	17.90
				016465	2607471	3443001 |560200|		2025/12	102.83
				016465	2607470	3443001 |560200|		2025/12	104.87
				016473	FTC50820	3443001 |560200|		2025/12	58.00
						Total For Check # 329768			**2,907.38**

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06/12/2025	329773	1942	OKLAHOMA VETERINARY SPECIALISTS	28630	269798 05/13/2025	3443001 |530870|		2025/12	235.46
						Total For Check # 329773			**235.46**
06/12/2025	329778	96	OTA PIKEPASS CENTER	20250593195	20250593195 06/01/2025	3443001 |550030|		2025/12	171.36
						Total For Check # 329778			**171.36**
06/12/2025	329786	4642	PROPIO LS, LLC	0303630525	0303630525 05/31/2025	3443006 |530870|		2025/12	25.74
						Total For Check # 329786			**25.74**
06/12/2025	329798	1586	SIGN SOLUTIONS	5555	5555 JUNE 6, 2025	3443001 |560180|		2025/12	72.50
						Total For Check # 329798			**72.50**
06/12/2025	329806	4045	STEPHANIE BRADLEY	233	Professional Services by Dr. Bradley DVM	3443009 |530870|		2025/12	435.00
				235	Professional Services by Dr. Bradley DVM	3443009 |530870|		2025/12	370.00
						Total For Check # 329806			**805.00**
06/12/2025	329809	1266	TIGER WINDOW TINTING	INV-1399	INV-1399 WINDOW TINT UNIT 2517	3443001 |570020|	2560430	2025/12	124.20
						Total For Check # 329809			**124.20**
06/12/2025	329813	3877	OLEN MASINGALE	INV 2025-0142	Contracted Lawn Mowing Service for City Facilities	3443001 |540070|		2025/12	5,000.00
						Total For Check # 329813			**5,000.00**
06/12/2025	329815	949	TULSA WINNELSON COMPANY	618601 01	BLANKET PO MISC. PLUMBING SUPPLIES	3443001 |560180|		2025/12	334.08
						Total For Check # 329815			**334.08**
06/12/2025	329819	4365	UNICARE BUILDING MAINTENANCE INC	COBA2505001	CITY COUNCIL APPROVED 06/17/24	3443001 |540070|		2025/12	5,774.64
				COBA2505001	CITY COUNCIL APPROVED 06/17/24	3443008 |540070|		2025/12	1,686.05
				COBA2505001	CITY COUNCIL APPROVED 06/17/24	3443009 |540070|		2025/12	421.41

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				COBA2505002	CITY COUNCIL APPROVED 06/17/24	3443001 |540070|		2025/12	1,702.58
				COBA2505002	CITY COUNCIL APPROVED 06/17/24	3443008 |540070|		2025/12	497.11
				COBA2505002	CITY COUNCIL APPROVED 06/17/24	3443009 |540070|		2025/12	124.25
						Total For Check # 329819			**10,206.04**
06/12/2025	329830	24	WEST THOMSON REUTERS	852024109	Contract Renewal for Year 2 of PD CLEAR Service	3443001 |540550|		2025/12	1,679.50
						Total For Check # 329830			**1,679.50**
06/12/2025	329834	487	JOHN WALLS	PDR 06152025	PER DIEM REQUEST SERVANT LEADERSHIP	3443001 |550030|		2025/12	168.00
						Total For Check # 329834			**168.00**
06/13/2025	329836	4020	JAMES KINSINGER	PDR 06222025	PER DIEM REQUEST NTOA LL FSDD CA INSTRUCTOR	3443001 |550030|		2025/12	306.00
						Total For Check # 329836			**306.00**
06/13/2025	329837	5418	SMITHDRYDEN, LLC	06/22-27/2025	OVAA ACADEMY T-SHIRT OLIVIA RUSSELL	3443001 |560100|		2025/12	20.00
						Total For Check # 329837			**20.00**
06/19/2025	329870	938	BRANDON TENER	T&A 05262025	TRAVEL & ACCOMMODIATION - MAY 26 -28, 2025	3443006 |550030|		2025/12	510.63
						Total For Check # 329870			**510.63**
06/19/2025	329943	1227	AIR SCIENCE USA LLC	103061	Replacement filters for CSI	3443001 |560550|		2025/12	864.00
						Total For Check # 329943			**864.00**
06/19/2025	329947	4935	AMAZON.COM SALES INC	1LDG-FMK3-M6MN	Items for Traffic Unit	3443001 |560230|		2025/12	37.95
				1FNH-YVJX-DXQG	Fire Extinguishers and Electrical Tape for PD	3443001 |560200|		2025/12	391.40
				1FNH-YVJX-DXQG	Fire Extinguishers and Electrical Tape for PD	3443001 |560230|		2025/12	8.77
				1JKX-CMFX-F47V	White Board and Accessories for Traffic	3443001 |560230|		2025/12	7.24

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					Unit				
				1JKX-CMFX-F47V	White Board and Accessories for Traffic Unit	3443001 |560240|		2025/12	109.99
						Total For Check # 329947			**555.35**
06/19/2025	329951	5349	HEATHER OWEN	36319	36319 MAY 20, 2025	3443001 |530870|		2025/12	178.50
				36546	36546 JUNE 2, 2025	3443001 |530870|		2025/12	37.92
						Total For Check # 329951			**216.42**
06/19/2025	329952	739	ANIMAL CARE EQUIPMENT & SERVICES	134161	Kennel ID Cards	3443009 |560030|		2025/12	61.73
						Total For Check # 329952			**61.73**
06/19/2025	329953	4934	CW PRODUCTS	CV50618430	PRU Promotional Items	3443001 |550280|		2025/12	977.00
				CV50627012	PRU Promotional Items	3443001 |550280|		2025/12	1,149.70
				CV50625511	PRU Promotional Items	3443001 |550280|		2025/12	808.07
				CV50625844	PRU Promotional Items	3443001 |550280|		2025/12	1,042.19
						Total For Check # 329953			**3,976.96**
06/19/2025	329956	73	AT&T	918147-0070 06012025	918 147-0070 426 9 JUNE 1, 2025	3443006 |550220|		2025/12	1,830.40
						Total For Check # 329956			**1,830.40**
06/19/2025	329964	5206	EUROTEX MOTORS LLC	61801	Maintenance on BMW Units 1892 and 1890	3443001 |540200|		2025/12	428.86
				61804	Maintenance on BMW Units 1892 and 1890	3443001 |540200|		2025/12	114.43
						Total For Check # 329964			**543.29**
06/19/2025	329978	1391	CLEAN THE UNIFORM CO OKLAHOMA	52117216	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30
				52128411	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30
				52130623	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30

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				52132908	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30
				52139538	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30
				52121662	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	15.30
						Total For Check # 329978			**91.80**
06/19/2025	329982	4896	WA BUTLR COMPANY	DR67370	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/12	874.30
						Total For Check # 329982			**874.30**
06/19/2025	329994	1231	AT&T MOBILITY LLC	287319339297X06082025	287319339297X06082025	3443001 |550220|		2025/12	240.24
				287319339297X06082025	287319339297X06082025	3443001 |550540|		2025/12	2,540.70
				287319339297X06082025	287319339297X06082025	3443001 |560240|		2025/12	40,235.68
						Total For Check # 329994			**43,016.62**
06/19/2025	329997	1550	GENESIS HEALTH CLUBS	161769	Payroll Run 1 - Warrant 250523	344 |218150|		2025/11	693.38
						Total For Check # 329997			**693.38**
06/19/2025	329999	5026	DALE GRAHAM	000190	RESET MOTOR STARTERS AND HIGH PRESSURE SWITCH	3443001 |540070|		2025/12	100.00
						Total For Check # 329999			**100.00**
06/19/2025	330008	4488	HOLT VENTURES LLC	20220286	20220286 JUNE 10, 2025	3443001 |530870|		2025/12	3,500.00
						Total For Check # 330008			**3,500.00**
06/19/2025	330017	5131	KEVIN BEHE	13719	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13719	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.20
				13788	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13788	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.21

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				13730	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13730	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13728	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13728	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13731	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13731	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13729	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.01
				13729	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13726	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	5.22
				13726	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.33
				13724	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13724	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13723	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13723	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.20
				13727	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.01
				13727	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13725	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	5.22
				13725	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.33

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				13740	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13740	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13680	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13680	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.20
				13681	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	6.42
				13681	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.41
				13745	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13745	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13751	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	2.41
				13751	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.15
				13785	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.01
				13785	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13648	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13648	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13653	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13653	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.20
				13650	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	5.22
				13650	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.33
				13651	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.82

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				13651	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.31
				13663	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.82
				13663	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.31
				13664	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	2.41
				13664	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.15
				13662	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.82
				13662	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.31
				13661	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.82
				13661	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.31
				13660	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.01
				13660	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13659	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.01
				13659	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13658	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.02
				13658	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.26
				13654	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	3.21
				13654	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.20
				13657	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	2.41
				13657	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.15

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				13656	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	5.22
				13656	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.33
				13655	CITY COUNCIL APPROVED 09/09/24	3443001 |540070|		2025/12	4.82
				13655	CITY COUNCIL APPROVED 09/09/24	3443009 |540070|		2025/12	0.31
						Total For Check # 330017			**138.42**
06/19/2025	330023	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S3358249.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2025/12	19.13
				S3358042.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2025/12	255.70
						Total For Check # 330023			**274.83**
06/19/2025	330025	4380	LOCK-DOC INC	060225-H21	BLANKET PO FOR LOCKS,KEYS, & ETC	3443001 |560180|		2025/12	740.93
						Total For Check # 330025			**740.93**
06/19/2025	330027	2355	LOCKEDINRN	06092025	Inmate Care - Nurse Contract 6/9-12/2025	3443008 |530870|		2025/12	307.08
						Total For Check # 330027			**307.08**
06/19/2025	330036	25	NAPA AUTO PARTS	016266	FT880982	3443001 |560200|		2025/12	198.94
				016266	FT8855	3443001 |560200|		2025/12	57.24
				016268	F000188	3443001 |560190|		2025/12	857.12
				016274	FT880983	3443001 |560200|		2025/12	125.88
				016274	FT8825	3443001 |560200|		2025/12	56.16
				016282	7502	3443001 |560200|		2025/12	4.15
				016282	6022PP	3443001 |560200|		2025/12	9.98
				016282	6026PP	3443001 |560200|		2025/12	11.73
				016282	5W20BULK	3443001 |560210|		2025/12	20.28
				016282	20811	3443001 |560210|		2025/12	23.61
				016282	115	3443001 |560210|		2025/12	14.44

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				016497	100010	3443001 |560200|		2025/12	4.55
				016497	4017	3443001 |560200|		2025/12	8.00
				016497	9756	3443001 |560200|		2025/12	14.86
				016497	20811	3443001 |560210|		2025/12	23.61
				016497	115	3443001 |560210|		2025/12	14.44
				016497	0W20BULK	3443001 |560210|		2025/12	21.48
				016508	F008921	3443001 |560190|		2025/12	356.04
				016511	7502	3443001 |560200|		2025/12	4.25
				016511	4068	3443001 |560200|		2025/12	5.32
				016511	6935	3443001 |560200|		2025/12	9.55
				016511	20811	3443001 |560210|		2025/12	23.61
				016511	115	3443001 |560210|		2025/12	14.44
				016511	5W20BULK	3443001 |560210|		2025/12	20.28
				016640	22855606	3443001 |560200|		2025/12	95.69
				016652	F011685	3443001 |560190|		2025/12	144.21
				016661	7502	3443001 |560200|		2025/12	4.25
				016661	4068	3443001 |560200|		2025/12	5.32
				016661	6935	3443001 |560200|		2025/12	9.55
				016661	75531	3443001 |560210|		2025/12	24.01
				016661	75530	3443001 |560210|		2025/12	4.91
				016661	20811	3443001 |560210|		2025/12	23.61
				016661	115	3443001 |560210|		2025/12	14.44
				016690	7502	3443001 |560200|		2025/12	4.25
				016690	8465AAA	3443001 |560200|		2025/12	129.51
				016690	8465AAA	3443001 |560200|		2025/12	18.00
				016690	8465AAA	3443001 |560200|		2025/12	-18.00
				016690	5W20BULK	3443001 |560210|		2025/12	20.28
				016696	7060	3443001 |560200|		2025/12	4.25

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				016696	60221B	3443001 |560200|		2025/12	20.76
				016696	20811	3443001 |560210|		2025/12	23.61
				016696	115	3443001 |560210|		2025/12	14.44
				016696	5W30BULK	3443001 |560210|		2025/12	22.86
				016698	F012114	3443001 |560190|		2025/12	136.43
				016704	7502	3443001 |560200|		2025/12	4.25
				016704	20811	3443001 |560210|		2025/12	47.22
				016704	115	3443001 |560210|		2025/12	28.88
				016704	5W20BULK	3443001 |560210|		2025/12	20.28
				016722	7060	3443001 |560200|		2025/12	4.25
				016722	4048	3443001 |560200|		2025/12	8.88
				016722	9746	3443001 |560200|		2025/12	19.29
				016722	20811	3443001 |560210|		2025/12	23.61
				016722	115	3443001 |560210|		2025/12	14.44
				016722	5W20BULK	3443001 |560210|		2025/12	23.66
				016731	68425215AB	3443001 |560200|		2025/12	488.00
						Total For Check # 330036			**3,285.10**
06/19/2025	330037			016291	7060	3443001 |560200|		2025/12	4.15
				016291	20811	3443001 |560210|		2025/12	23.61
				016291	115	3443001 |560210|		2025/12	14.44
				016291	5W30BULK	3443001 |560210|		2025/12	22.86
				016296	7060	3443001 |560200|		2025/12	4.15
				016296	20811	3443001 |560210|		2025/12	23.61
				016296	115	3443001 |560210|		2025/12	14.44
				016296	5W20BULK	3443001 |560210|		2025/12	23.66
				016479	100255	3443001 |560200|		2025/12	4.25
				016479	20811	3443001 |560210|		2025/12	23.61
				016479	115	3443001 |560210|		2025/12	14.44

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				016479	5W30BULK	3443001 |560210|		2025/12	22.86
				016493	7502	3443001 |560200|		2025/12	4.25
				016493	20811	3443001 |560210|		2025/12	23.61
				016493	115	3443001 |560210|		2025/12	14.44
				016493	5W30BULK	3443001 |560210|		2025/12	30.48
				016494	7060	3443001 |560200|		2025/12	4.25
				016494	20811	3443001 |560210|		2025/12	23.61
				016494	115	3443001 |560210|		2025/12	14.44
				016494	5W20BULK	3443001 |560210|		2025/12	23.66
				016495	7502	3443001 |560200|		2025/12	4.25
				016495	20811	3443001 |560210|		2025/12	23.61
				016495	115	3443001 |560210|		2025/12	14.44
				016495	5W20BULK	3443001 |560210|		2025/12	20.28
				016496	100255	3443001 |560200|		2025/12	4.25
				016496	20811	3443001 |560210|		2025/12	23.61
				016496	115	3443001 |560210|		2025/12	14.44
				016496	0W20BULK	3443001 |560210|		2025/12	28.64
				016512	7060	3443001 |560200|		2025/12	4.25
				016512	20811	3443001 |560210|		2025/12	23.61
				016512	115	3443001 |560210|		2025/12	14.44
				016512	5W30BULK	3443001 |560210|		2025/12	22.86
				016620	7502	3443001 |560200|		2025/12	4.25
				016620	RTU1EXT	3443001 |560200|		2025/12	8.61
				016620	20811	3443001 |560210|		2025/12	23.61
				016620	115	3443001 |560210|		2025/12	14.44
				016620	5W20BULK	3443001 |560210|		2025/12	20.28
				016620	2413	3443001 |560230|		2025/12	5.56
				016641	7060	3443001 |560200|		2025/12	4.25

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				016641	20811	3443001 |560210|		2025/12	23.61
				016641	115	3443001 |560210|		2025/12	14.44
				016641	5W20BULK	3443001 |560210|		2025/12	27.04
				016692	6026PP	3443001 |560200|		2025/12	12.21
				016692	6022PP	3443001 |560200|		2025/12	10.38
				016712	6026PP	3443001 |560200|		2025/12	12.21
				016712	6022PP	3443001 |560200|		2025/12	10.38
						Total For Check # 330037			**724.77**
06/19/2025	330038			016271	2413	3443001 |560200|		2025/12	5.56
				016632	49005	3443001 |560230|		2025/12	8.24
				016713	2413	3443001 |560230|		2025/12	5.56
						Total For Check # 330038			**19.36**
06/19/2025	330043	49	OKLAHOMA DEPT OF PUBLIC SAFETY	LET-019227	LET-019227 JUNE 11, 2025	3443006 |550540|		2025/12	2,875.00
				LET-019572	LET-019572 JUNE 11, 2025	3443006 |550540|		2025/12	2,875.00
						Total For Check # 330043			**5,750.00**
06/19/2025	330044	98	OKLAHOMA NATURAL GAS CO	252838500 06132025	213245206 2528385 00 JUNE 13, 2025 4121 E OMAHA ST	3443009 |550240|		2025/12	196.61
				114839300 06132025	210157046 1148393 00 JUN 13, 2025 4205 E OMAHA ST	3443001 |550240|		2025/12	170.30
				110008282 06132025	213245197 1100082 82 JUN 13, 2025 1101 N 6TH ST	3443001 |550240|		2025/12	173.59
						Total For Check # 330044			**540.50**
06/19/2025	330061	275	SIRCHIE FINGER PRINT LABORATORIES	0685763-IN	Additional Items Needed for CSI	3443001 |560550|		2025/12	355.04
						Total For Check # 330061			**355.04**
06/19/2025	330066	4045	STEPHANIE BRADLEY	234	Professional Services by Dr. Bradley DVM	3443009 |560230|		2025/12	279.32
				236	Professional Services by Dr. Bradley DVM	3443009 |530870|		2025/12	635.00

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						Total For Check # 330066			**914.32**
06/19/2025	330070	5285	SUPER KLEAN CAR WASH OKLAHOMA	06112025	Car Washes invoiced once per month to be paid agai	3443001 |540200|		2025/12	565.00
						Total For Check # 330070			**565.00**
06/19/2025	330071	3597	CENTRALSQUARE TECHNOLOGIES LLC	439738	CAD PS Pro Priority SMS Paging Core (Annual)	3443006 |540550|		2025/12	10,200.00
						Total For Check # 330071			**10,200.00**
06/19/2025	330073	1759	SYMBOLARTS LLC	0532857	Restock of Challenge Coins for CPA	3443001 |550280|		2025/12	2,080.50
				0532386	RTIC Coins	3443001 |550280|		2025/12	1,138.50
						Total For Check # 330073			**3,219.00**
06/19/2025	330077	1104	TIGER, INC.	0525195309	210157046 1148383 021 JUN 13, 2025 4205 E OMAHA ST	3443001 |550240|		2025/12	15.21
				0525195325	213245206 2528385 021 JUN 13, 2025 4121 E OMAHA ST	3443009 |550240|		2025/12	140.00
				0525195324	213245197 1100082 021 JUN 13, 2024 1101 N 6TH ST	3443001 |550240|		2025/12	30.43
						Total For Check # 330077			**185.64**
06/19/2025	330097	1095	WINDSTREAM HOLDINGS II LLC	101122812 06042025	911 Lines for 101122812 JUNE 4, 2025 168-001-1513	3443006 |550220|		2025/12	196.48
				101106759 06122025	FY25 ANNUAL AGREEMENT	3443001 |550220|		2025/12	240.47
						Total For Check # 330097			**436.95**
06/24/2025	330099	3114	KELSEY JONES WRIGHT	10-12-15,2020	PER DIEM FIELD FORCE OPS CLASS KELSEY JONES	3443001 |550030|		2021/4	183.00
						Total For Check # 330099			**183.00**
06/26/2025	330139	856	AMERICAN FIDELITY ASSURANCE CO.	164931	Payroll Run 1 - Warrant 250620	344 |218420|		2025/12	200.28
				164931	Payroll Run 1 - Warrant 250620	344 |218430|		2025/12	180.50

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						Total For Check # 330139			**380.78**
06/26/2025	330140	1319	COMMUNITY CARE EAP	164933	Payroll Run 1 - Warrant 250620	344 |218560|		2025/12	209.76
						Total For Check # 330140			**209.76**
06/26/2025	330141	1550	GENESIS HEALTH CLUBS	164934	Payroll Run 1 - Warrant 250620	344 |218150|		2025/12	693.38
						Total For Check # 330141			**693.38**
06/26/2025	330143	159	PRE-PAID LEGAL SERVICES, INC.	164930	Payroll Run 1 - Warrant 250620	344 |218100|		2025/12	942.88
						Total For Check # 330143			**942.88**
06/26/2025	330145	4905	METROPOLITAN LIFE INSURANCE COMPANY	164938	Payroll Run 1 - Warrant 250620	344 |218340|		2025/12	1,002.22
				164938	Payroll Run 1 - Warrant 250620	344 |218480|		2025/12	3,684.74
				164938	Payroll Run 1 - Warrant 250620	344 |218590|		2025/12	801.80
						Total For Check # 330145			**5,488.76**
06/26/2025	330195	1987	SURENCY LIFE & HEALTH INS. CO.	164935	Payroll Run 1 - Warrant 250620	344 |218460|		2025/12	273.00
						Total For Check # 330195			**273.00**
06/26/2025	330204	4935	AMAZON.COM SALES INC	1L7T-71JP-1CVJ	Holsters for New PD CSO's	3443001 |560100|		2025/12	59.98
				146X-3JHC-VCJC	Nomex Gloves for Less Lethal School	3443001 |560110|		2025/12	65.85
				1KGM-LTDK-193W	ITEM: Lysol Disinfectant Wipes, Multi-Surface Ant	3443006 |560030|		2025/12	64.85
						Total For Check # 330204			**190.68**
06/26/2025	330228	37	CINTAS CORPORATION	5275975103	BLANKET PO FOR MEDICAL SUPPLIES	3443009 |560230|		2025/12	62.04
				5275975102	First Aid Replenishments for FY2025	3443001 |560230|		2025/12	233.42
						Total For Check # 330228			**295.46**
06/26/2025	330229	996	CITY OF BROKEN ARROW	164932	Payroll Run 1 - Warrant 250620	344 |218180|		2025/12	716.65

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				164932	Payroll Run 1 - Warrant 250620	344 |218360|		2025/12	5,513.11
						Total For Check # 330229			**6,229.76**
06/26/2025	330230	1391	CLEAN THE UNIFORM CO OKLAHOMA	52139057	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	4.92
				52139056	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	4.85
				52136874	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	4.71
				52121190	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	4.71
				52125723	Rugs for PSC and Training Center for FY25	3443001 |540330|		2025/12	4.71
						Total For Check # 330230			**23.90**
06/26/2025	330233	4896	WA BUTLR COMPANY	DS98268	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/12	346.00
						Total For Check # 330233			**346.00**
06/26/2025	330244	4056	KIRKWALL HOLDINGS LLC	617-15642	Range signs	3443001 |560180|		2025/12	580.59
						Total For Check # 330244			**580.59**
06/26/2025	330260	115	INCOG	226980	MAY 2025 MAPPING & MSAG MAINTENANCE	3443006 |540550|		2025/12	2,392.50
						Total For Check # 330260			**2,392.50**
06/26/2025	330266	930	LEXISNEXIS RISK SOLUTIONS	1300096593	Trax and Viper Service for CID	3443001 |540550|		2025/12	10,534.39
						Total For Check # 330266			**10,534.39**
06/26/2025	330271	2355	LOCKEDINRN	06162025	Inmate Care - Nurse Contract	3443008 |530870|		2025/12	307.08
						Total For Check # 330271			**307.08**
06/26/2025	330275	4777	MWI VETERINARY SUPPLY CO	61775323	Medical Supplies & Medicine for the Animal Shelter	3443009 |560230|		2025/12	282.39
				61772468	Medical Supplies & Medicine for the	3443009 |560230|		2025/12	451.34

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					Animal Shelter				
						Total For Check # 330275			**733.73**
06/26/2025	330277	25	NAPA AUTO PARTS	16546	F011685	3443001 |560190|		2025/12	576.84
				016882	FT881774	3443001 |560200|		2025/12	184.74
				016882	FT8997	3443001 |560200|		2025/12	59.46
				016882	FT8998	3443001 |560200|		2025/12	58.64
				016916	GU5Z15604U	3443001 |560200|		2025/12	549.49
				16751	CTXMS40186	3443001 |560200|		2025/12	151.13
				16751	CTXMS40185	3443001 |560200|		2025/12	151.13
				016852	F000702	3443001 |560190|		2025/12	267.48
				016854	7060	3443001 |560200|		2025/12	4.25
				016854	230428	3443001 |560200|		2025/12	8.50
				016854	2488	3443001 |560200|		2025/12	13.80
				016854	8448AAA	3443001 |560200|		2025/12	129.51
				016854	8448AAA	3443001 |560200|		2025/12	18.00
				016854	20811	3443001 |560210|		2025/12	23.61
				016854	115	3443001 |560210|		2025/12	14.44
				016854	5W30BULK	3443001 |560210|		2025/12	22.86
				016930	GU5Z15604U	3443001 |560200|		2025/12	-549.49
						Total For Check # 330277			**1,684.39**
06/26/2025	330278			016788	7502	3443001 |560200|		2025/12	4.25
				016788	6011G	3443001 |560200|		2025/12	8.32
				016788	20811	3443001 |560210|		2025/12	23.61
				016788	115	3443001 |560210|		2025/12	14.44
				016788	5W20BULK	3443001 |560210|		2025/12	20.28
				016305	7060	3443001 |560200|		2025/12	4.15
				016305	20811	3443001 |560210|		2025/12	23.61

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				016305	115	3443001 |560210|		2025/12	14.44
				016305	5W20BULK	3443001 |560210|		2025/12	23.66
				016314	43562	3443001 |560200|		2025/12	108.97
				016314	1DEX	3443001 |560210|		2025/12	37.32
				016314	2413	3443001 |560230|		2025/12	5.56
				016319	7502	3443001 |560200|		2025/12	4.15
				016319	20811	3443001 |560210|		2025/12	23.61
				016319	115	3443001 |560210|		2025/12	14.44
				016319	5W30BULK	3443001 |560210|		2025/12	22.86
				016320	8494RAAA	3443001 |560200|		2025/12	129.51
				016320	8494RAAA	3443001 |560200|		2025/12	18.00
				016323	F000702	3443001 |560190|		2025/12	148.60
				016332	F2GZ1A189A	3443001 |560200|		2025/12	74.33
				16537	7060	3443001 |560200|		2025/12	4.25
				16537	4048	3443001 |560200|		2025/12	8.88
				16537	9746	3443001 |560200|		2025/12	19.29
				16537	20811	3443001 |560210|		2025/12	23.61
				16537	115	3443001 |560210|		2025/12	14.44
				16537	5W20BULK	3443001 |560210|		2025/12	23.66
				16550	100255	3443001 |560200|		2025/12	4.25
				16550	20811	3443001 |560210|		2025/12	23.61
				16550	115	3443001 |560210|		2025/12	14.44
				16550	0W20BULK	3443001 |560210|		2025/12	28.64
				016881	7060	3443001 |560200|		2025/12	4.25
				016881	20811	3443001 |560210|		2025/12	23.61
				016881	115	3443001 |560210|		2025/12	14.44
				016881	5W20BULK	3443001 |560210|		2025/12	23.66
				016884	7060	3443001 |560200|		2025/12	4.25

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				016884	20811	3443001 |560210|		2025/12	23.61
				016884	115	3443001 |560210|		2025/12	14.44
				016884	5W20BULK	3443001 |560210|		2025/12	23.66
				016885	7060	3443001 |560200|		2025/12	4.25
				016885	4017	3443001 |560200|		2025/12	8.00
				016885	9756	3443001 |560200|		2025/12	14.86
				016885	20811	3443001 |560210|		2025/12	23.61
				016885	115	3443001 |560210|		2025/12	14.44
				016885	5W20BULK	3443001 |560210|		2025/12	23.66
				16741	100255	3443001 |560200|		2025/12	4.25
				16741	20811	3443001 |560210|		2025/12	23.61
				16741	115	3443001 |560210|		2025/12	14.44
				16741	0W20BULK	3443001 |560210|		2025/12	28.64
				16743	5W20BULK	3443001 |560200|		2025/12	20.28
				16743	7502	3443001 |560200|		2025/12	4.25
				16743	20811	3443001 |560210|		2025/12	23.61
				16743	115	3443001 |560210|		2025/12	14.44
				16744	7502	3443001 |560200|		2025/12	4.25
				16744	20811	3443001 |560210|		2025/12	23.61
				16744	115	3443001 |560210|		2025/12	14.44
				16744	5W20BULK	3443001 |560210|		2025/12	20.28
				16745	7502	3443001 |560200|		2025/12	4.25
				16745	20811	3443001 |560210|		2025/12	23.61
				16745	115	3443001 |560210|		2025/12	14.44
				16745	5W20BULK	3443001 |560210|		2025/12	20.28
				16752	7502	3443001 |560200|		2025/12	4.25
				16752	20811	3443001 |560210|		2025/12	23.61
				16752	115	3443001 |560210|		2025/12	14.44

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				16752	5W20BULK	3443001 |560210|		2025/12	20.28
				16755	FU5Z9D370B	3443001 |560200|		2025/12	99.56
				16756	HU5Z14N089B	3443001 |560200|		2025/12	98.08
				016834	7060	3443001 |560200|		2025/12	4.25
				016834	20811	3443001 |560210|		2025/12	23.61
				016834	115	3443001 |560210|		2025/12	14.44
				016834	5W20BULK	3443001 |560210|		2025/12	23.66
				016837	7502	3443001 |560200|		2025/12	4.25
				016837	20811	3443001 |560210|		2025/12	23.61
				016837	115	3443001 |560210|		2025/12	14.44
				016837	5W20BULK	3443001 |560210|		2025/12	20.28
				016844	7060	3443001 |560200|		2025/12	4.25
				016844	20811	3443001 |560210|		2025/12	23.61
				016844	115	3443001 |560210|		2025/12	14.44
				016844	5W20BULK	3443001 |560210|		2025/12	23.66
				016844	RTU1GAL	3443001 |560210|		2025/12	8.61
				016844	2413	3443001 |560230|		2025/12	5.56
				016855	7502	3443001 |560200|		2025/12	4.25
				016855	20811	3443001 |560210|		2025/12	23.61
				016855	115	3443001 |560210|		2025/12	14.44
				016855	5W20BULK	3443001 |560210|		2025/12	20.28
				016923	100255	3443001 |560200|		2025/12	4.25
				016923	20811	3443001 |560210|		2025/12	23.61
				016923	115	3443001 |560210|		2025/12	14.44
				016923	0W20BULK	3443001 |560210|		2025/12	28.64
				016924	100255	3443001 |560200|		2025/12	4.25
				016924	20811	3443001 |560210|		2025/12	23.61
				016924	115	3443001 |560210|		2025/12	14.44

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				016924	0W20BULK	3443001 |560210|		2025/12	28.64
				016925	7502	3443001 |560200|		2025/12	4.25
				016925	4068	3443001 |560200|		2025/12	5.32
				016925	6935	3443001 |560200|		2025/12	9.55
				016925	20811	3443001 |560210|		2025/12	23.61
				016925	115	3443001 |560210|		2025/12	14.44
				016925	5W20BULK	3443001 |560210|		2025/12	20.28
				016933	881774CR	3443001 |560200|		2025/12	115.40
				016945	7502	3443001 |560200|		2025/12	4.25
				016945	20811	3443001 |560210|		2025/12	23.61
				016945	115	3443001 |560210|		2025/12	14.44
				016945	5W30BULK	3443001 |560210|		2025/12	22.86
				16959	7060	3443001 |560200|		2025/12	4.25
				16959	20811	3443001 |560210|		2025/12	23.61
				16959	115	3443001 |560210|		2025/12	14.44
				16959	5W20BULK	3443001 |560210|		2025/12	23.66
				16967	7060	3443001 |560200|		2025/12	4.25
				16967	20811	3443001 |560210|		2025/12	23.61
				16967	115	3443001 |560210|		2025/12	14.44
				16967	5W20BULK	3443001 |560210|		2025/12	23.66
				16968	100255	3443001 |560200|		2025/12	4.25
				16968	20811	3443001 |560210|		2025/12	23.61
				16968	115	3443001 |560210|		2025/12	14.44
				16968	0W20BULK	3443001 |560210|		2025/12	28.64
				16974	7060	3443001 |560200|		2025/12	4.25
				16974	20811	3443001 |560210|		2025/12	23.61
				16974	115	3443001 |560210|		2025/12	14.44
				16974	5W20BULK	3443001 |560210|		2025/12	23.66

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 330278			**2,568.78**
06/26/2025	330279			016316	68052368AB	3443001 |560200|		2025/12	30.77
				016842	911032	3443001 |560200|		2025/12	28.18
				016859	8448AAA	3443001 |560200|		2025/12	-18.00
				16956	409559	3443001 |560200|		2025/12	37.90
				16976	786144	3443001 |560200|		2025/12	20.34
						Total For Check # 330279			**99.19**
06/26/2025	330280			16545	126232	3443001 |560210|		2025/12	14.28
				16547	RTU1DEX	3443001 |560200|		2025/12	9.30
				16552	W708733S439	3443001 |560200|		2025/12	14.44
				016890	2413	3443001 |560230|		2025/12	5.56
				16738	1157N	3443001 |560200|		2025/12	0.43
				016860	230428	3443001 |560230|		2025/12	-8.50
				016860	9080XXL	3443001 |560230|		2025/12	17.28
				016928	6011G	3443001 |560200|		2025/12	8.32
				016934	801799	3443001 |560200|		2025/12	11.16
				016938	409559	3443001 |560200|		2025/12	7.58
						Total For Check # 330280			**79.85**
06/26/2025	330289	87	RALSTONS MUFFLER	9356	BLANKET ORDER- MISC ITEMS FOR FLEET	3443001 |540200|		2025/12	791.23
				9353	BLANKET ORDER- MISC ITEMS FOR FLEET	3443001 |540200|		2025/12	765.25
						Total For Check # 330289			**1,556.48**
06/26/2025	330291	335	SERVICE OKLAHOMA	L0035173976	TAG & TITLE SERVICES FOR UNITS 2519 2536	3443001 |560230|		2025/12	51.00
						Total For Check # 330291			**51.00**
06/26/2025	330302	3597	CENTRALSQUARE TECHNOLOGIES LLC	440382	CAD PS Pro Priority SMS Paging Core (Annual)	3443006 |530870|		2025/12	2,340.00

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						Total For Check # 330302			**2,340.00**
06/26/2025	330306	3877	OLEN MASINGALE	2025-0161	Contracted Lawn Mowing Service for City Facilities	3443001 |540070|		2025/12	1,250.00
						Total For Check # 330306			**1,250.00**
07/01/2025	330320	3112	DANIEL BUCKLIN	PDR 07032025	PER DIEM REQUEST - JULY 03, 2025	3443001 |550030|		2026/1	34.00
						Total For Check # 330320			**34.00**
07/01/2025	330322	2525	JACOB DRAIN	PDR 07032025	PER DIEM REQUEST - JULY 03, 2025	3443001 |550030|		2026/1	34.00
						Total For Check # 330322			**34.00**
07/01/2025	330323	1527	JONATHAN KLECKA	PDR 07032025	PER DIEM REQUEST - JULY 3, 2025	3443001 |550030|		2026/1	34.00
						Total For Check # 330323			**34.00**
07/01/2025	330326	211	SECRETARY OF STATE	061225(1)	FILING NOTARY BRANDON BEVILL	3443008 |530110|		2026/1	10.00
						Total For Check # 330326			**10.00**
07/01/2025	330327			061225(2)	FILING NOTARY PETER ROBINSON	3443008 |530110|		2026/1	10.00
						Total For Check # 330327			**10.00**
07/01/2025	330328			061225(3)	FILING NOTARY MATTHEW ROBINSON	3443008 |530110|		2026/1	10.00
						Total For Check # 330328			**10.00**
07/01/2025	330329	1380	STEPHEN GARRETT	PDR 07062025	PRE DIEM REQUEST - JULY 6-26, 2025	3443001 |550030|		2026/1	294.40
						Total For Check # 330329			**294.40**
07/01/2025	330339	1650	MAGNET FORENSICS	SIN082090	MAGNET ATLAS 7/4/25-7/3/26	3443001 |540550|		2026/1	2,830.00
						Total For Check # 330339			**2,830.00**
07/01/2025	330344	4870	REGIONAL ORGANIZED CRIME INFORMATION CENTER	0071980-IN	ANNUAL MEMBERSHIP	3443001 |530850|		2026/1	300.00
						Total For Check # 330344			**300.00**
07/01/2025	330361	533	BROKEN ARROW INSURANCE	3119689	NOTARY BOND FOR BRANDON BEVILL	3443008 |530110|		2026/1	30.00

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			AGENCY INC						
						Total For Check # 330361			**30.00**
07/01/2025	330362			3119670	NOTARY BOND FOR PETER ROBINSON	3443008 |530110|		2026/1	30.00
						Total For Check # 330362			**30.00**
07/01/2025	330363			3119702	NOTARY BONDS FOR MATTHEW ROBINSON	3443008 |530110|		2026/1	30.00
						Total For Check # 330363			**30.00**
07/03/2025	330371	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	164936	Payroll Run 1 - Warrant 250620	344 |218590|		2025/12	1,417.96
						Total For Check # 330371			**1,417.96**
07/03/2025	330373	5062	NATALIE HUNDLEY-GROEGER	TRR SP2025	TUITION REIMB FOR SPR 2025 TCC	3443006 |530110|		2025/12	239.00
						Total For Check # 330373			**239.00**
07/03/2025	330381	149	AMERICAN ELECTRIC POWER/PSO	086-363-1-7 06162025	951-086-363-1-7 JUNE 1, 2025 1101 N 6TH ST	3443001 |550250|		2025/12	30.23
				234-103-0-2 06022025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443001 |550250|		2025/12	19,057.62
				234-103-0-2 06022025	FY25 ANNUAL AGREEMENT 8 PYMTS	3443009 |550250|		2025/12	679.75
						Total For Check # 330381			**19,767.60**
07/03/2025	330383	4935	AMAZON.COM SALES INC	1LD7-LKJL-PMNG	Office Supplies	3443001 |560030|		2025/12	245.59
				1QNC-GV9L-64CG	Items for Traffic Unit	3443001 |560230|		2025/12	176.09
				1QJM-MH73-7LPL	PD Office Supplies	3443001 |560030|		2025/12	-7.99
				1LVN-TYFX-7NNQ	Additional CPR Items for PD	3443001 |560230|		2025/12	325.09
				1N73-NTFG-9QPG	Duffle Bags for JPA	3443001 |560230|		2025/12	899.70
						Total For Check # 330383			**1,638.48**
07/03/2025	330387	4934	CW PRODUCTS	CV50635793	PRU Promotional Items	3443001 |550280|		2025/12	985.79
						Total For Check # 330387			**985.79**

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07/03/2025	330398	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3358413.001	BLANKET PO FOR MISC ELECTRICAL	3443006 |560230|		2025/12	12.34
						Total For Check # 330398			**12.34**
07/03/2025	330401	3682	CATS ARMS LLC	5335	Sionics Rifles	3443001 |560240|		2025/12	30,173.75
						Total For Check # 330401			**30,173.75**
07/03/2025	330409	4162	COMMUNICATIONS SUPPLY CORPORATION	3C9025029	UPS Maintenance Agreement - 1 Year	3443006 |540550|		2025/12	1,692.10
				3C9024977	UPS Maintenance Agreement - 1 Year	3443006 |540550|		2025/12	3,513.23
				3C9025055	UPS Maintenance Agreement - 1 Year	3443006 |540550|		2025/12	897.38
				3C9025087	UPS Maintenance Agreement - 1 Year	3443006 |540550|		2025/12	634.30
				3C9025132	UPS Maintenance Agreement - 1 Year	3443006 |540550|		2025/12	1,607.87
						Total For Check # 330409			**8,344.88**
07/03/2025	330415	5337	ENLIGHTENED EQUIPMENTLLC	82385	SOT Gas/Less Lethal Storage	3443001 |560240|		2025/12	1,406.25
						Total For Check # 330415			**1,406.25**
07/03/2025	330421	1231	AT&T MOBILITY LLC	DVR05205	ACCT# 500634737 05/05/25-06/04/25	3443001 |550540|		2025/12	1,008.75
						Total For Check # 330421			**1,008.75**
07/03/2025	330429	5026	DALE GRAHAM	000195	000195 06/25/2025	3443001 |540070|		2025/12	150.00
						Total For Check # 330429			**150.00**
07/03/2025	330437	3457	INTERNATIONAL ASSOC FOR PROP/EVID	M25-C233742	M25-C233742	3443009 |530850|		2025/12	65.00
						Total For Check # 330437			**65.00**
07/03/2025	330439	23	J D YOUNG COMPANY INC	1273295	LEASE & USAGE CHARGE FY25	3443001 |540330|		2025/12	384.45
				1273295	LEASE & USAGE CHARGE FY25	3443006 |540330|		2025/12	94.06

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				1273295	LEASE & USAGE CHARGE FY25	3443008 |540330|		2025/12	87.60
				1273295	LEASE & USAGE CHARGE FY25	3443009 |540330|		2025/12	87.60
				1273295	LEASE & USAGE CHARGE FY25	3443010 |540330|		2025/12	208.24
				1273295	LEASE & USAGE CHARGE FY25	3443001 |540550|		2025/12	399.24
				1273295	LEASE & USAGE CHARGE FY25	3443006 |540550|		2025/12	18.83
				1273295	LEASE & USAGE CHARGE FY25	3443008 |540550|		2025/12	0.08
				1273295	LEASE & USAGE CHARGE FY25	3443009 |540550|		2025/12	3.50
				1273295	LEASE & USAGE CHARGE FY25	3443010 |540550|		2025/12	79.49
				1273295	LEASE & USAGE CHARGE FY25	3443001 |560230|		2025/12	11.91
				1273295	LEASE & USAGE CHARGE FY25	3443006 |560230|		2025/12	2.92
				1273295	LEASE & USAGE CHARGE FY25	3443008 |560230|		2025/12	5.95
				1273295	LEASE & USAGE CHARGE FY25	3443009 |560230|		2025/12	2.92
				1273295	LEASE & USAGE CHARGE FY25	3443010 |560230|		2025/12	2.91
						Total For Check # 330439			**1,389.70**
07/03/2025	330445	4380	LOCK-DOC INC	061725-H25	BLANKET PO FOR LOCKS,KEYS, & ETC	3443001 |560180|		2025/12	208.65
						Total For Check # 330445			**208.65**
07/03/2025	330446	131	LOCKE SUPPLY COMPANY	55822075-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3443001 |560180|		2025/12	5.87
						Total For Check # 330446			**5.87**

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07/03/2025	330447	2355	LOCKEDINRN	06232025	Inmate Care - Nurse Contract	3443008 |530870|		2025/12	307.08
						Total For Check # 330447			**307.08**
07/03/2025	330452	25	NAPA AUTO PARTS	017079	F000702	3443001 |560190|		2025/12	267.48
				017082	7060	3443001 |560200|		2025/12	4.25
				017082	4048	3443001 |560200|		2025/12	8.88
				017082	9746	3443001 |560200|		2025/12	19.29
				017082	20811	3443001 |560210|		2025/12	23.61
				017082	115	3443001 |560210|		2025/12	14.44
				017082	5W20BULK	3443001 |560210|		2025/12	23.66
				017106	F012114	3443001 |560190|		2025/12	272.86
				017107	EN91	3443001 |560230|		2025/12	2.80
				017114	621564XD	3443001 |560200|		2025/12	236.78
				017115	621564XD	3443001 |560200|		2025/12	236.78
				017116	EN91	3443001 |560230|		2025/12	2.10
				017121	7060	3443001 |560200|		2025/12	4.25
				017121	4017	3443001 |560200|		2025/12	8.00
				017121	9756	3443001 |560200|		2025/12	14.86
				017121	20811	3443001 |560210|		2025/12	23.61
				017121	115	3443001 |560210|		2025/12	14.44
				017121	5W20BULK	3443001 |560210|		2025/12	23.66
				017126	25060448	3443001 |560200|		2025/12	15.74
				017126	38485	3443001 |560200|		2025/12	58.20
				017130	EN91	3443001 |560230|		2025/12	0.70
				017133	9894R	3443001 |560200|		2025/12	195.24
				017133	9894R	3443001 |560200|		2025/12	18.00
				017174	601131	3443001 |560200|		2025/12	151.43
						Total For Check # 330452			**1,641.06**

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07/03/2025	330454	98	OKLAHOMA NATURAL GAS CO	267746591 06252025	210104103 1113565 36 2302 S 1ST PL	3443001 |550240|		2025/12	182.81
				267746591 06252025	210119810 1113673 00 695 E KENOSHA ST	3443001 |550240|		2025/12	33.24
				267746591 06252025	210155304 1146699 73 2304 S 1ST PL	3443001 |550240|		2025/12	258.89
						Total For Check # 330454			**474.94**
07/03/2025	330466	5048	SHAMROCK TIRE & AUTO REPAIR INC	107-796704	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2025/12	109.95
						Total For Check # 330466			**109.95**
07/03/2025	330471	1447	SOUTHWEST SOLUTIONS GROUP INC	32307-1	32307-1	3443008 |540070|		2025/12	440.00
						Total For Check # 330471			**440.00**
07/03/2025	330472	4045	STEPHANIE BRADLEY	237	Professional Services by Dr. Bradley DVM	3443009 |530870|		2025/12	165.00
						Total For Check # 330472			**165.00**
07/03/2025	330474	1759	SYMBOLARTS LLC	0530880	Chief Challenge Coins	3443001 |550280|		2025/12	2,440.00
						Total For Check # 330474			**2,440.00**
07/03/2025	330478	1089	TRANE COMPANY	315403388	315403388 05/21/2025	3443001 |540070|		2025/12	630.00
				315473247	315473247 06/24/2025	3443001 |540070|		2025/12	1,650.00
						Total For Check # 330478			**2,280.00**
07/03/2025	330489	868	COUNTRY FORD-MERCURY INC	83993-F	Travel Car for PD (Council Approved)	3443001 |570020|	2560430	2025/12	28,467.00
						Total For Check # 330489			**28,467.00**
						Total For Fund 344			**319,916.88**
						Number of Invoices For Fund 344			**645**

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06/12/2025	329617	2378	DALLAS DRISKELL	TRR WIN4A2025	TUITION REIMB-WINTER 4A 2025	3453501 |530110|		2025/12	764.00
				TRR SPR5A2025	TUITION REIMB- SPRING TERM 5A 2025	3453501 |530110|		2025/12	764.00
						Total For Check # 329617			**1,528.00**
06/12/2025	329652	1	ACCURATE FIRE EQUIP CO INC	5-123617	MAINT OF FIRE EXTINQUISHERS	3453501 |530870|		2025/12	317.77
						Total For Check # 329652			**317.77**
06/12/2025	329655	489	ADMIRAL EXPRESS LLC	207087-S	207087-S MAY 31, 2025	3453501 |560030|		2025/12	141.61
						Total For Check # 329655			**141.61**
06/12/2025	329656	149	AMERICAN ELECTRIC POWER/PSO	284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 4105 E OMAHA ST	3453501 |550250|		2025/12	90.12
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 120 W KENOSHA	3453501 |550250|		2025/12	745.49
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 3151 N 9TH ST UN 6	3453501 |550250|		2025/12	1,414.59
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 5420 S 23RD ST UN 3	3453501 |550250|		2025/12	690.38
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 204 E EL PASO	3453501 |550250|		2025/12	67.46
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 2300 W NORFOLK	3453501 |550250|		2025/12	897.24
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 1821 W DETROIT	3453501 |550250|		2025/12	270.22
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 3301 W HOUSTON ST	3453501 |550250|		2025/12	453.07
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 8000 S ELM	3453501 |550250|		2025/12	163.72
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 6201 E KENOSHA	3453501 |550250|		2025/12	324.52
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 122 W KENOSHA	3453501 |550250|		2025/12	92.19
				284-103-0-2 05282025	953-284-103-0-3 MAY 28 2025 2900 S ELM	3453501 |550250|		2025/12	101.38
						Total For Check # 329656			**5,310.38**

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06/12/2025	329658	4935	AMAZON.COM SALES INC	17GM-RNW9-GD7Y	ITEM: DEWALT 20V MAX Cordless LED Work Light and	3453504 |560240|		2025/12	99.99
						Total For Check # 329658			**99.99**
06/12/2025	329659	5180	AMERICAN MEDICAL GAS RESOURCES	3276	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/12	10.00
				3278	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/12	30.00
				3277	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/12	30.00
						Total For Check # 329659			**70.00**
06/12/2025	329684	37	CINTAS CORPORATION	5273421007	BLANKET PO FOR MEDICAL SUPPLIES	3453501 |560230|		2025/12	203.01
						Total For Check # 329684			**203.01**
06/12/2025	329685	996	CITY OF BROKEN ARROW	163218	Payroll Run 1 - Warrant 250606	345 |218180|		2025/12	395.83
				163218	Payroll Run 1 - Warrant 250606	345 |218360|		2025/12	3,164.53
						Total For Check # 329685			**3,560.36**
06/12/2025	329687	1391	CLEAN THE UNIFORM CO OKLAHOMA	52136870	52136870 MAY 28, 2025	3453501 |540330|		2025/12	24.85
				52136870	52136870 MAY 28, 2025	3453501 |560300|		2025/12	12.50
				52136869	52136869 MAY 28, 2025	3453501 |540330|		2025/12	2.94
				52137333	52137333 MAY 30, 2025	3453501 |540330|		2025/12	31.22
				52137333	52137333 MAY 30, 2025	3453501 |560300|		2025/12	12.50
						Total For Check # 329687			**84.01**
06/12/2025	329706	1552	EMS TECHNOLOGY SOLUTIONS LLC	69898	69898 06/01/2025	3453502 |540550|		2025/12	1,666.00
						Total For Check # 329706			**1,666.00**
06/12/2025	329708	1231	AT&T MOBILITY LLC	287319128175X062025	287319128175X04082025	3453501 |550220|		2025/12	128.46
				287319128175X06202	287319128175X04082025	3453502 |550220|		2025/12	18.87

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				5					
				2873191281750620255	287319128175X04082025	3453501 |550540|		2025/12	2,482.74
				2873191281750620255	287319128175X04082025	3453502 |550540|		2025/12	649.30
						Total For Check # 329708			**3,279.37**
06/12/2025	329717	5026	DALE GRAHAM	000201	000201 05/23/2025	3453501 |540070|		2025/12	800.00
				000185	000185 05/20/2025	3453501 |540070|		2025/12	2,139.43
				000189	000189 05/27/2025	3453501 |540070|		2025/12	2,379.43
				000181	000181 05/15/2025	3453501 |540070|		2025/12	2,079.43
				000186	000186 JUNE 6, 2025	3453501 |540070|		2025/12	250.00
						Total For Check # 329717			**7,648.29**
06/12/2025	329721	1665	GREEN COUNTRY MEDICAL WASTE LLC	17242	17242 06/02/2025	3453502 |530870|		2025/12	400.00
						Total For Check # 329721			**400.00**
06/12/2025	329728	230	HONEYWELL ANALYTICS DIST INC	5270068365	License key for SCBA Test machine	3453501 |560240|		2025/12	521.01
						Total For Check # 329728			**521.01**
06/12/2025	329732	3537	J & J BOWERS LAWN CARE	250106	250106 06/01/2025	3453503 |540280|		2025/12	450.00
						Total For Check # 329732			**450.00**
06/12/2025	329733	23	J D YOUNG COMPANY INC	1267832	05/2025 LEASE & 04/2025 USAGE	3453501 |540330|		2025/12	279.57
				1267832	05/2025 LEASE & 04/2025 USAGE	3453501 |540550|		2025/12	171.08
				1267832	05/2025 LEASE & 04/2025 USAGE	3453501 |560230|		2025/12	7.09
						Total For Check # 329733			**457.74**
06/12/2025	329741	5131	KEVIN BEHE	13591	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13721	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04

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				13787	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.05
				13739	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13840	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13722	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13754	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
						Total For Check # 329741			**30.31**
06/12/2025	329750	1088	LIFE ASSIST INC	1605601	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	100.66
				1606821	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	83.00
						Total For Check # 329750			**183.66**
06/12/2025	329751	614	LIGHTING INC/BROKEN ARROW ELECTRIC	S3354521.001	BLANKET PO FOR MISC. LIGHTING	3453501 |560180|		2025/12	141.18
						Total For Check # 329751			**141.18**
06/12/2025	329767	2621	MYHEALTH ACCESS NETWORK	13560	13560	3453502 |540550|		2025/12	420.00
						Total For Check # 329767			**420.00**
06/12/2025	329768	25	NAPA AUTO PARTS	016386	FEB1	3453501 |560230|		2025/12	9.82
				016392	F248426	3453502 |560190|		2025/12	2,467.26
				016400	904300	3453501 |560200|		2025/12	38.76
				016407	60191B	3453501 |560200|		2025/12	17.68
				016411	38137	3453502 |560200|		2025/12	29.59
				016411	25060815	3453502 |560200|		2025/12	30.94
				016411	8465AAA	3453502 |560200|		2025/12	259.02
				016411	8465AAA	3453502 |560200|		2025/12	36.00
				016413	78004	3453502 |560200|		2025/12	16.98

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				016416	05103	3453501 |560230|		2025/12	6.87
				016416	0120C	3453501 |560230|		2025/12	5.59
				016420	8465AAA	3453502 |560200|		2025/12	-36.00
				016422	7151	3453502 |560200|		2025/12	14.72
				016422	230266	3453502 |560200|		2025/12	10.70
				016422	200905	3453502 |560200|		2025/12	19.93
				016422	15W40BULK	3453502 |560210|		2025/12	46.28
				016439	6347050002	3453501 |560200|		2025/12	674.50
				016439		3453501 |560200|		2025/12	72.35
				016466	GH0400D	3453501 |560200|		2025/12	114.01
				016466		3453501 |560200|		2025/12	12.49
				016468	789DEF	3453501 |560230|		2025/12	22.22
				016468	6231	3453501 |560230|		2025/12	55.12
				016468	A1624	3453501 |560230|		2025/12	15.82
				016468	78004	3453501 |560230|		2025/12	11.32
				016468	SL3330	3453501 |560230|		2025/12	6.11
				016470	LC3Z19703G	3453502 |560200|		2025/12	457.38
				016470	LC3Z19703G	3453502 |560200|		2025/12	55.00
						Total For Check # 329768			**4,470.46**
06/12/2025	329771	483	OKLAHOMA STATE UNIVERSITY	0098583	0098583	3453503 |530110|		2025/12	1,600.00
						Total For Check # 329771			**1,600.00**
06/12/2025	329777	96	OTA PIKEPASS CENTER	20250592823	20250592823 MAY 31, 2025 15506	3453501 |550030|		2025/12	603.12
				20250592823	20250592823 MAY 31, 2025 15506	3453502 |550030|		2025/12	462.35
				20250592823	20250592823 MAY 31, 2025 15506	3453501 |550030|		2025/12	-603.12
				20250592823	20250592823 MAY 31, 2025 15506	3453502 |550030|		2025/12	-462.35
						Total For Check # 329777			**0.00**

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06/12/2025	329783	4508	C A ASSETS LLC	28119	28119	3453501 |540070|		2025/12	345.00
				28135	28135	3453501 |540070|		2025/12	345.00
				28136	28136	3453501 |540070|		2025/12	135.00
						Total For Check # 329783			**825.00**
06/12/2025	329794	1229	SAINT FRANCIS HOSPITAL SOUTH	05312025	05/31/25 MONTHLY PHYSICALS 2025 MAY	3453501 |530020|		2025/12	2,282.01
						Total For Check # 329794			**2,282.01**
06/12/2025	329802	268	SOUTHERN TIRE MART	3500265362	P&L REPLACE FRONT TIRES & ALINGMENT - 2250	3453502 |540200|		2025/12	1,208.40
						Total For Check # 329802			**1,208.40**
06/12/2025	329815	949	TULSA WINNELSON COMPANY	618126 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/12	7.94
						Total For Check # 329815			**7.94**
06/12/2025	329823	3748	US DIGITAL DESIGNS INC	5270093818	SrvAgrmt_annl Annual service fee 25 September 2023	3453501 |540550|		2025/12	66,879.11
						Total For Check # 329823			**66,879.11**
06/19/2025	329874	4064	JO'ES OKOTOGHAIDE	TRR SU06012025	TUITION REIMBURSEMENT REQUEST - SUMMER 2025	3453501 |530110|		2025/12	1,000.00
						Total For Check # 329874			**1,000.00**
06/19/2025	329948	5180	AMERICAN MEDICAL GAS RESOURCES	3295	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/12	603.00
						Total For Check # 329948			**603.00**
06/19/2025	329967	18	BOUND TREE MEDICAL	85795558	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	6,179.50
				85799066	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	7,224.20
						Total For Check # 329967			**13,403.70**
06/19/2025	329972	5407	REAL WIRELESS INC.	130739	INV 130739 MAY 20, 2025	3453501 |560310|		2025/12	79.99

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						Total For Check # 329972			**79.99**
06/19/2025	329978	1391	CLEAN THE UNIFORM CO OKLAHOMA	52137953	52137953 JUNE 4, 2025	3453501 |540330|		2025/12	42.01
				52137953	52137953 JUNE 4, 2025	3453501 |560300|		2025/12	263.50
				52138421	52138421 JUNE 6, 2025	3453501 |540330|		2025/12	38.38
				52138421	52138421 JUNE 6, 2025	3453501 |560300|		2025/12	101.88
				52137952	52137952 JUNE 4, 2025	3453501 |540330|		2025/12	30.78
				52137952	52137952 JUNE 4, 2025	3453501 |560300|		2025/12	339.00
				52138422	52138422 JUNE 6, 2025	3453501 |540330|		2025/12	38.72
				52138422	52138422 JUNE 6, 2025	3453501 |560300|		2025/12	10.00
				52138417	52138417 JUNE 6, 2025	3453501 |540330|		2025/12	27.35
				52138417	52138417 JUNE 6, 2025	3453501 |560300|		2025/12	114.00
						Total For Check # 329978			**1,005.62**
06/19/2025	329994	1231	AT&T MOBILITY LLC	287319339297X06082 02	287319339297X06082025	3453501 |550540|		2025/12	914.47
				287319339297X06082 02	287319339297X06082025	3453501 |560240|		2025/12	2,224.00
						Total For Check # 329994			**3,138.47**
06/19/2025	329997	1550	GENESIS HEALTH CLUBS	161769	Payroll Run 1 - Warrant 250523	345 |218150|		2025/11	378.56
						Total For Check # 329997			**378.56**
06/19/2025	329999	5026	DALE GRAHAM	000188	CHECKED SERVERAL ISSUES WITH UNIT	3453501 |540070|		2025/12	150.00
						Total For Check # 329999			**150.00**
06/19/2025	330015	3537	J & J BOWERS LAWN CARE	25608	25608 JUNE 8, 2025	3453503 |540280|		2025/12	450.00
						Total For Check # 330015			**450.00**
06/19/2025	330017	5131	KEVIN BEHE	13719	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13788	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04

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				13730	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13728	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.05
				13731	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.04
				13729	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13726	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.59
				13724	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.04
				13723	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13727	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13725	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.57
				13740	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13680	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13681	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	8.09
				13745	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13751	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	3.03
				13785	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13648	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.06
				13653	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13650	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.57

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				13651	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.07
				13663	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.07
				13664	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	3.03
				13662	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.07
				13661	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.07
				13660	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.05
				13659	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.05
				13658	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	5.05
				13654	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	4.04
				13657	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	3.03
				13656	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.57
				13655	CITY COUNCIL APPROVED 09/09/24	3453501 |540070|		2025/12	6.07
						Total For Check # 330017			**163.77**
06/19/2025	330022	1088	LIFE ASSIST INC	1607089	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	1,945.54
				1600923	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	-474.20
				1602009	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	-180.53
				1602011	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	-484.75
				1603148	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	3,496.79
				1606751	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	3,780.00

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				1608502	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	400.00
				1604236	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	7,189.30
				1606229	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	5,997.44
						Total For Check # 330022			**21,669.59**
06/19/2025	330036	25	NAPA AUTO PARTS	016262	38626	3453501 |560200|		2025/12	103.07
				016287	3798338RX	3453501 |560200|		2025/12	4,819.53
				016287	3798338RX	3453501 |560200|		2025/12	665.00
				016287	5263462	3453501 |560200|		2025/12	14.08
				016287	5286984	3453501 |560200|		2025/12	40.40
				016287	3944593	3453501 |560200|		2025/12	49.20
				016287	5716035	3453501 |560200|		2025/12	86.88
				016287	5566887	3453501 |560200|		2025/12	1,460.81
				016289	3492801	3453502 |560200|		2025/12	80.06
				016289		3453502 |560200|		2025/12	15.71
				016503	230266	3453502 |560200|		2025/12	10.91
				016503	300458	3453502 |560200|		2025/12	49.89
				016503	7151	3453502 |560200|		2025/12	15.05
				016503	200905	3453502 |560200|		2025/12	20.38
				016503	15W40BULK	3453502 |560210|		2025/12	46.28
				016503	2413	3453502 |560230|		2025/12	5.56
				016525	31460024	3453502 |560200|		2025/12	2,718.38
				016525		3453502 |560200|		2025/12	76.20
				016645	9443291	3453501 |560200|		2025/12	798.50
				016592	7234	3453501 |560200|		2025/12	615.36
				016592	7234	3453501 |560200|		2025/12	108.00
				016600	7234	3453501 |560200|		2025/12	-108.00

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				016671	HC3Z9T321B	3453502 |560200|		2025/12	95.11
				016688	200905	3453502 |560200|		2025/12	20.38
				016688	7151	3453502 |560200|		2025/12	15.05
				016688	230266	3453502 |560200|		2025/12	10.91
				016688	15W40BULK	3453502 |560210|		2025/12	46.28
						Total For Check # 330036			**11,878.98**
06/19/2025	330037			016263	1837059	3453501 |560200|		2025/12	66.92
				016521	LC3Z19703G	3453502 |560200|		2025/12	-55.00
				016624	1372	3453501 |560200|		2025/12	4.25
				016624	3243	3453501 |560200|		2025/12	9.08
				016624	9883	3453501 |560200|		2025/12	12.73
				016624	5W20BULK	3453501 |560210|		2025/12	23.66
				016635	300458	3453502 |560200|		2025/12	49.89
				016643	300458	3453502 |560200|		2025/12	49.89
				016648	8229	3453501 |560200|		2025/12	51.11
				016648	8229	3453501 |560200|		2025/12	9.00
				016648	8229	3453501 |560200|		2025/12	-9.00
				016609	HDATFBULK	3453501 |560210|		2025/12	41.44
				016612	HDATFBULK	3453501 |560210|		2025/12	31.08
						Total For Check # 330037			**285.05**
06/19/2025	330038			016264		3453501 |560200|		2025/12	6.56
				016622	727690	3453502 |560200|		2025/12	6.16
				016622	728002	3453502 |560200|		2025/12	4.40
				016623	H6054N	3453501 |560200|		2025/12	7.68
				016625	06133	3453502 |560230|		2025/12	6.62
				016639	CT1	3453502 |560200|		2025/12	10.14
				016677	2413	3453502 |560230|		2025/12	5.56

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				016693	2413	3453501 |560230|		2025/12	5.56
						Total For Check # 330038			**52.68**
06/19/2025	330044	98	OKLAHOMA NATURAL GAS CO	262815273 06122025	213659281 2628152 73 JUN 12, 2025 5420 S 23RD ST	3453501 |550240|		2025/12	225.37
						Total For Check # 330044			**225.37**
06/19/2025	330045	785	OKLAHOMA POLICE SUPPLY LLC	0100368	A 18711 Grn-B-Grn Staff of Life Bar Pin	3453501 |560100|		2025/12	805.00
						Total For Check # 330045			**805.00**
06/19/2025	330048	3744	CTZ ENTERPRISES LLC	168012	168012 MARCH 35, 2025	3453501 |560310|		2025/12	109.99
						Total For Check # 330048			**109.99**
06/19/2025	330050	4508	C A ASSETS LLC	28144	28144 JUNE 3, 2025	3453501 |540070|		2025/12	315.00
						Total For Check # 330050			**315.00**
06/19/2025	330094	897	WASTE MANAGEMENT QUARRY LANDFILL	2403719-1006-0	22-38445-73002 MAY 1-31, 2025 2403719-1006-0 FIRE	3453503 |540330|		2025/12	1,107.10
						Total For Check # 330094			**1,107.10**
06/26/2025	330139	856	AMERICAN FIDELITY ASSURANCE CO.	164931	Payroll Run 1 - Warrant 250620	345 |218420|		2025/12	43.76
				164931	Payroll Run 1 - Warrant 250620	345 |218430|		2025/12	110.00
						Total For Check # 330139			**153.76**
06/26/2025	330140	1319	COMMUNITY CARE EAP	164933	Payroll Run 1 - Warrant 250620	345 |218560|		2025/12	173.88
						Total For Check # 330140			**173.88**
06/26/2025	330141	1550	GENESIS HEALTH CLUBS	164934	Payroll Run 1 - Warrant 250620	345 |218150|		2025/12	351.52
						Total For Check # 330141			**351.52**
06/26/2025	330143	159	PRE-PAID LEGAL SERVICES, INC.	164930	Payroll Run 1 - Warrant 250620	345 |218100|		2025/12	222.36
						Total For Check # 330143			**222.36**

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06/26/2025	330145	4905	METROPOLITAN LIFE INSURANCE COMPANY	164938	Payroll Run 1 - Warrant 250620	345 |218340|		2025/12	72.86
				164938	Payroll Run 1 - Warrant 250620	345 |218480|		2025/12	89.30
				164938	Payroll Run 1 - Warrant 250620	345 |218590|		2025/12	203.02
						Total For Check # 330145			**365.18**
06/26/2025	330195	1987	SURENCY LIFE & HEALTH INS. CO.	164935	Payroll Run 1 - Warrant 250620	345 |218460|		2025/12	100.75
						Total For Check # 330195			**100.75**
06/26/2025	330204	4935	AMAZON.COM SALES INC	1PPQ-7PCQ-PRCH	ITEM: SanDisk 256GB Extreme PRO SDXC UHS-I Memory	3453501 |560230|		2025/12	78.32
				1PPQ-7PCQ-PRCH	ITEM: SanDisk 256GB Extreme PRO SDXC UHS-I Memory	3453504 |560230|		2025/12	140.98
				14WD-7CDT-QF14	ITEM: KYODOLED Locking Key Cabinet, 40 Key Storag	3453503 |560230|		2025/12	52.72
						Total For Check # 330204			**272.02**
06/26/2025	330213	4498	BANNER FIRE EQUIPMENT INC	11P20024	Mounts for irons set	3453501 |560240|		2025/12	616.32
						Total For Check # 330213			**616.32**
06/26/2025	330216	1315	UNITED FORD SOUTH LLC	7728375	unit # 2440	3453502 |540200|		2025/12	185.00
						Total For Check # 330216			**185.00**
06/26/2025	330229	996	CITY OF BROKEN ARROW	164932	Payroll Run 1 - Warrant 250620	345 |218180|		2025/12	395.83
				164932	Payroll Run 1 - Warrant 250620	345 |218360|		2025/12	3,164.53
						Total For Check # 330229			**3,560.36**
06/26/2025	330230	1391	CLEAN THE UNIFORM CO OKLAHOMA	52139052	CLEANING SUPPLIES FOR STATIONS 3 5 & FD RESOURCES	3453501 |540330|		2025/12	14.95
				52139052	CLEANING SUPPLIES FOR STATIONS 3 5 & FD RESOURCES	3453501 |560300|		2025/12	22.40
				52139535	CLEANING SUPPLIES FOR STATIONS 3 5 & FD RESOURCES	3453501 |540330|		2025/12	21.32
				52139535	CLEANING SUPPLIES FOR STATIONS 3	3453501 |560300|		2025/12	22.40

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					5 & FD RESOURCES				
				52139051	CLEANING SUPPLIES FOR STATIONS 3 5 & FD RESOURCES	3453501 |540330|		2025/12	2.94
				52129510	CLEANING SUPPLIES FOR STATION 7	3453501 |540330|		2025/12	28.46
				52129510	CLEANING SUPPLIES FOR STATION 7	3453501 |560300|		2025/12	263.66
						Total For Check # 330230			**376.13**
06/26/2025	330262	3537	J & J BOWERS LAWN CARE	25615	MOWING OF TRAINING CENTER	3453503 |540280|		2025/12	450.00
						Total For Check # 330262			**450.00**
06/26/2025	330268	1088	LIFE ASSIST INC	1605775	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	4,092.00
				1610117	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	840.00
				161048	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	386.33
				1607957	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	-83.00
				1611238	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	66.21
						Total For Check # 330268			**5,301.54**
06/26/2025	330270	131	LOCKE SUPPLY COMPANY	55720162-00	BLANKET PO FOR PLUMBING & ELECTRICAL SUPPLIES	3453501 |560180|		2025/12	33.22
						Total For Check # 330270			**33.22**
06/26/2025	330277	25	NAPA AUTO PARTS	016321	3798338RX	3453501 |560200|		2025/12	-665.00
				16531	600564	3453501 |560200|		2025/12	32.31
				16531	1748XD	3453501 |560200|		2025/12	38.21
				16531	3604XE	3453501 |560200|		2025/12	30.95
				16531	6556	3453501 |560200|		2025/12	55.96
				16531	15W40BULK	3453501 |560210|		2025/12	99.68
				16549	LC3Z8620J	3453502 |560200|		2025/12	298.99
				016879	39354	3453501 |560200|		2025/12	225.26

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				016914	3006891	3453502 |560200|		2025/12	410.53
				016917	BC3Z8620B	3453502 |560200|		2025/12	108.30
				016917	3006891	3453502 |560200|		2025/12	410.53
				16758	Y110105659	3453502 |560190|		2025/12	283.12
				016953	TOYO356500	3453501 |560190|		2025/12	1,281.76
				016992	3006891	3453502 |560200|		2025/12	-410.53
				16988	75134	3453502 |560200|		2025/12	368.02
						Total For Check # 330277			**2,568.09**
06/26/2025	330278			016318	HDRTU1GAL	3453501 |560210|		2025/12	102.96
				016338	1372	3453501 |560200|		2025/12	4.15
				016338	230266	3453501 |560200|		2025/12	10.70
				016338	200697	3453501 |560200|		2025/12	27.00
				016338	5W30BULK	3453501 |560210|		2025/12	26.67
				16569	4074	3453501 |560200|		2025/12	19.46
				16569	950011K	3453501 |560200|		2025/12	27.22
				16569	9047902	3453501 |560200|		2025/12	68.08
				16571	29558329	3453501 |560200|		2025/12	112.31
				016909	8240	3453502 |560200|		2025/12	99.54
				016909	8240	3453502 |560200|		2025/12	18.00
				016909	8240	3453502 |560200|		2025/12	-18.00
				016922	ETX30LA	3453501 |560200|		2025/12	139.63
				16958	7151	3453502 |560200|		2025/12	15.05
				16958	300458	3453502 |560200|		2025/12	49.89
				16958	230266	3453502 |560200|		2025/12	10.91
				16958	200905	3453502 |560200|		2025/12	20.38
				16958	15W40BULK	3453502 |560210|		2025/12	53.40
						Total For Check # 330278			**787.35**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/26/2025	330279			016813	691694	3453501 |560200|		2025/12	7.59
				016813	692077	3453501 |560200|		2025/12	24.21
				016813	844931	3453501 |560200|		2025/12	9.58
				016309	5263924	3453501 |560200|		2025/12	18.78
				016315	9080XL	3453501 |560230|		2025/12	17.78
				016337	75115	3453501 |560200|		2025/12	7.44
				016337	1348	3453501 |560200|		2025/12	4.15
				016337	3031	3453501 |560200|		2025/12	3.11
				016337	2359	3453501 |560200|		2025/12	12.21
				016337	702282	3453501 |560200|		2025/12	4.09
				16572	1248	3453502 |560200|		2025/12	25.32
				016887	25060535	3453501 |560200|		2025/12	20.24
				016915	25060815	3453502 |560200|		2025/12	30.94
				016918	499418	3453501 |560200|		2025/12	37.78
				016831	25080860HD	3453504 |560200|		2025/12	46.89
				016840	708024D	3453501 |560200|		2025/12	35.08
				016927	045242188260	3453501 |560200|		2025/12	44.32
				016929	7060	3453501 |560200|		2025/12	4.25
				016929	2488	3453501 |560200|		2025/12	13.80
				016929	5W30BULK	3453501 |560210|		2025/12	22.86
				017011	BC3Z9E936B	3453502 |560200|		2025/12	23.27
						Total For Check # 330279			**413.69**
06/26/2025	330280			016796	8.8748E+11	3453501 |560200|		2025/12	5.28
				016797	8.20634E+11	3453501 |560200|		2025/12	11.94
				016797	8.8748E+11	3453501 |560200|		2025/12	4.06
				016802	1168X6	3453501 |560200|		2025/12	5.44
				16532	2413	3453501 |560230|		2025/12	5.56
				16553	60241B	3453501 |560200|		2025/12	11.16

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				16567	560000	3453502 |560200|		2025/12	11.22
				016907	FLOORSCREW	3453501 |560200|		2025/12	10.50
				16754	7938	3453501 |560200|		2025/12	5.76
				016937	9080XL	3453502 |560230|		2025/12	17.78
				016955	560000	3453502 |560200|		2025/12	13.34
						Total For Check # 330280			**102.04**
06/26/2025	330282	5149	OFFEN PETROLEUM LLC	INV1644590	DIESEL FOR UNIT GEN#STA7	3453501 |560210|		2025/12	540.13
						Total For Check # 330282			**540.13**
06/26/2025	330284	98	OKLAHOMA NATURAL GAS CO	180496173 06192025	211120163 1804961 73 JUN 19, 2025 3301 W HOUSTON	3453501 |550240|		2025/12	216.45
						Total For Check # 330284			**216.45**
06/26/2025	330286	4508	C A ASSETS LLC	28163	STATION 4 DOOR REPAIRS	3453501 |540070|		2025/12	1,245.00
						Total For Check # 330286			**1,245.00**
06/26/2025	330309	949	TULSA WINNELSON COMPANY	621928 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/12	6.39
				612183 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2025/12	701.19
						Total For Check # 330309			**707.58**
07/01/2025	330321	2561	DUSTIN MALLOY	PDR 03312025A	PER DIEM REQUEST - MARCH 31, 2025	3453504 |550030|		2026/1	238.00
						Total For Check # 330321			**238.00**
07/03/2025	330371	4633	COLONIAL LIFE & ACCIDENT INSURANCE COMPANY	164936	Payroll Run 1 - Warrant 250620	345 |218590|		2025/12	619.08
						Total For Check # 330371			**619.08**
07/03/2025	330383	4935	AMAZON.COM SALES INC	1RXJ-1NFN-RPPH	ITEM: DecoBrothers K-Cup Holder Drawer for 36 Cof	3453501 |560240|		2025/12	-159.99
				1GJ1-LK34-3PGH	Bagster bags, smoke detectors	3453504 |560230|		2025/12	-278.97

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				19NP-TJXG-RNXJ	ITEM: Logitech C270 HD Webcam, 720p, Widescreen H	3453501 |560030|		2025/12	11.12
				19NP-TJXG-RNXJ	ITEM: Logitech C270 HD Webcam, 720p, Widescreen H	3453504 |560030|		2025/12	39.14
						Total For Check # 330383			**-388.70**
07/03/2025	330384	5180	AMERICAN MEDICAL GAS RESOURCES	3345	BLANKET PO FOR MEDICAL AND INDUSTRIAL GAS	3453502 |560230|		2025/12	132.00
						Total For Check # 330384			**132.00**
07/03/2025	330398	19	BROKEN ARROW ELECTRIC SUPPLY INC	S3362464.001	BLANKET PO FOR MISC ELECTRICAL	3453501 |560180|		2025/12	103.19
						Total For Check # 330398			**103.19**
07/03/2025	330412	4957	DIGITECH COMPUTER LLC	618000149	618000149 06/25/2025	3453502 |540280|		2025/12	25,364.69
						Total For Check # 330412			**25,364.69**
07/03/2025	330419	1307	FABRICLEAN SUPPLY OF OKLAHOMA	S4268674.001	Extractor soap	3453501 |560300|		2025/12	956.93
						Total For Check # 330419			**956.93**
07/03/2025	330421	1231	AT&T MOBILITY LLC	DVR05205	ACCT# 500634737 05/05/25-06/04/25	3453501 |550540|		2025/12	32.00
						Total For Check # 330421			**32.00**
07/03/2025	330428	4963	GLASS WORKS INC.	43952	BLANKET PO FOR GLASS REPAIR	3453501 |540200|		2025/12	1,457.90
						Total For Check # 330428			**1,457.90**
07/03/2025	330436	1582	IMPERIAL LLC	2870:8253460	PO FOR COFFEE PURCHASES	3453501 |560230|		2025/12	86.90
						Total For Check # 330436			**86.90**
07/03/2025	330439	23	J D YOUNG COMPANY INC	1273295	LEASE & USAGE CHARGE FY25	3453501 |540330|		2025/12	279.57
				1273295	LEASE & USAGE CHARGE FY25	3453501 |540550|		2025/12	172.22
				1273295	LEASE & USAGE CHARGE FY25	3453501 |560230|		2025/12	8.87

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 330439			**460.66**
07/03/2025	330443	1088	LIFE ASSIST INC	1608399	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	6,952.00
				1610816	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	5,451.89
				1613809	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	2,778.54
				1611579	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2025/12	4,172.00
						Total For Check # 330443			**19,354.43**
07/03/2025	330452	25	NAPA AUTO PARTS	017067	7151	3453502 |560200|		2025/12	15.05
				017067	230266	3453502 |560200|		2025/12	10.91
				017067	200905	3453502 |560200|		2025/12	20.38
				017067	15W40BULK	3453502 |560210|		2025/12	46.28
				017067	RTU1EXT	3453502 |560210|		2025/12	8.61
				017068	F248426	3453502 |560190|		2025/12	411.21
				017080	100255	3453501 |560200|		2025/12	8.50
				017080	0W20BULK	3453501 |560210|		2025/12	28.64
				017081	2413	3453501 |560230|		2025/12	5.78
				017092	230266	3453502 |560200|		2025/12	10.91
				017092	7151	3453502 |560200|		2025/12	15.05
				017092	200905	3453502 |560200|		2025/12	20.38
				017092	15W40BULK	3453502 |560210|		2025/12	53.40
				017102	1372	3453501 |560200|		2025/12	-4.25
				017102	3243	3453501 |560200|		2025/12	-9.08
				017102	9883	3453501 |560200|		2025/12	-12.73
				017105	2413	3453502 |560230|		2025/12	5.78
				017111	7151	3453502 |560200|		2025/12	15.05

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				017111	200905	3453502 |560200|		2025/12	20.38
				017111	15W40BULK	3453502 |560210|		2025/12	46.28
				017120	2826753	3453501 |560200|		2025/12	231.91
				017192	HDRTU1GAL	3453501 |560200|		2025/12	25.74
				017193	6231	3453501 |560210|		2025/12	27.56
				017194	7031427	3453501 |560200|		2025/12	6.66
				017196	500124	3453501 |560200|		2025/12	42.50
				017198	7031427	3453501 |560200|		2025/12	-6.66
				017199	6504925	3453502 |560200|		2025/12	420.30
						Total For Check # 330452			**1,464.54**
07/03/2025	330454	98	OKLAHOMA NATURAL GAS CO	267746591 06252025	210105033 2201131 00 1821 W DETROIT ST	3453501 |550240|		2025/12	170.59
				267746591 06252025	210119696 1100806 00 201 E WASHINGTON ST	3453501 |550240|		2025/12	244.30
				267746591 06252025	211104004 1790078 09 100 W KENOSHA ST	3453501 |550240|		2025/12	252.05
				267746591 06252025	211116662 1801568 73 6201 E KENOSHA ST	3453501 |550240|		2025/12	222.61
				267746591 06252025	211154799 2501935 82 3151 N 9TH FIRESTATION #6ST	3453501 |550240|		2025/12	266.43
				267746591 06252025	213020790 2543899 00 2300 W NORFOLK DR	3453501 |550240|		2025/12	288.54
						Total For Check # 330454			**1,444.52**
07/03/2025	330493	1095	WINDSTREAM HOLDINGS II LLC	101198949 06232025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/12	70.29
				101197628 06302025	FY25 ANNUAL AGREEMENT	3453501 |550220|		2025/12	66.16
						Total For Check # 330493			**136.45**
						Total For Fund 345			**230,812.44**
						Number of Invoices For Fund 345			**363**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/19/2025	330043	49	OKLAHOMA DEPT OF PUBLIC SAFETY	LET-019314	LET-019314 JUNE 11, 2025	3461800 |540550|		2025/12	200.00
				LET-019659	LET-019659 JUNE 11, 2025	3461800 |540550|		2025/12	200.00
						Total For Check # 330043			**400.00**
						Total For Fund 346			**400.00**
						Number of Invoices For Fund 346			**2**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329692	1383	COOK CONSULTING, LLC	PA 3 S.24020	Innovation District Lift Station Project	3481700 |570170|	2317150	2025/12	496,182.50
						Total For Check # 329692			**496,182.50**
06/12/2025	329758	775	MATRIX MATERIAL HANDLING	13935	13935 MAY 7, 2025	3481700 |570150|	S.24020	2025/12	16,285.21
						Total For Check # 329758			**16,285.21**
07/03/2025	330392	692	BKL INC.	PA 20 2352100	Innovation District 2352100	3481700 |570170|	2317150	2025/12	2,548.23
						Total For Check # 330392			**2,548.23**
						Total For Fund 348			**515,015.94**
						Number of Invoices For Fund 348			**3**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/19/2025	330052	1043	PROFESSIONAL ENGINEERING CONSULT.	534797R	P/N 2460370	5926000 |570150|	196024	2025/12	533.75
						Total For Check # 330052			**533.75**
						Total For Fund 592			**533.75**
						Number of Invoices For Fund 592			**1**

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329615	5362	CENTURYLINK COMMUNICATIONS, LLC	RELO_115-250540	Lumen Agreement	5935305 |570080|	SW1910	2025/12	42,005.66
						Total For Check # 329615			**42,005.66**
06/12/2025	329647	5403	WOODY E WICKER	MAY 28, 2025	ST2027 PARCEL 15.A ACQUISITION	5935300 |570080|	ST2027	2025/12	6,850.00
						Total For Check # 329647			**6,850.00**
06/12/2025	329689	5323	COLUMN SOFTWARE PBC	B6BD5005-0185	B6BD5005-0185 05/14/2025	5935300 |570160|	ST2031	2025/12	433.69
				B6BD5005-0186	B6BD5005-0186 05/15/2025	5935300 |570160|	ST25310	2025/12	351.67
						Total For Check # 329689			**785.36**
06/12/2025	329694	5314	CROSS TIMBERS CONSULTING, LLC	COBA-001.04	215 S. Laurel Drainage Improvements SW24090	5935305 |570160|	SW24090	2025/12	4,128.00
						Total For Check # 329694			**4,128.00**
06/12/2025	329744	2004	KIMLEY-HORN & ASSOCIATES INC.	064598212-0125A	Concrete Panel Replacement 2352120	5935300 |570150|	2352120	2025/12	940.00
						Total For Check # 329744			**940.00**
06/12/2025	329769	5212	NORTHEASTERN IRRIGATION AND LANDSCAPE LLC	PA 4 201710	Gateways Signs	5935300 |570150|	201710	2025/12	32,636.75
						Total For Check # 329769			**32,636.75**
06/12/2025	329798	1586	SIGN SOLUTIONS	5552	5552 06/05/2025	5935300 |570150|	ST22290	2025/12	618.70
						Total For Check # 329798			**618.70**
06/19/2025	329983	3538	CP&Y INC	COBA2000129.00-15	110414	5935300 |570160|	ST2029	2025/12	9,298.46
						Total For Check # 329983			**9,298.46**
06/26/2025	330236	5314	CROSS TIMBERS CONSULTING, LLC	COBA - 002.02	This is to replace PO 22502756	5935305 |570160|	SW25080	2025/12	8,762.25
						Total For Check # 330236			**8,762.25**
06/26/2025	330263	5367	JOE DANIEL TOCKEY JR	WS1041	Fiber cabling for OFSCB	5931700 |570150|	2217090	2025/12	10,139.00
						Total For Check # 330263			**10,139.00**

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Fund 593

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/26/2025	330316	1892	VOY CONSTRUCTION	PA 18 196031	Elam Park Phase I - Project 196031 RETAINAGE	5936000 |570150|	196031	2025/12	20,809.26
						Total For Check # 330316			**20,809.26**
06/26/2025	330319	5402	ENERGY TRANSFER LP	2200000093	Pipeline Extension Casing Install	5935300 |570090|	ST2028	2025/12	109,097.00
						Total For Check # 330319			**109,097.00**
07/03/2025	330379	4333	ACE APPRAISAL GROUP LLC	25-1585	25-1585 06/23/2025	5935300 |570080|	ST1926	2025/12	2,500.00
						Total For Check # 330379			**2,500.00**
07/03/2025	330392	692	BKL INC.	PA 20 2352100	Innovation District 2352100	5935300 |570150|	ST22290	2025/12	3,551.77
						Total For Check # 330392			**3,551.77**
07/03/2025	330405	5347	CJC ARCHITECTS, INC.	2025-038	Admin Building-2517170	5931700 |570150|	2517170	2025/12	32,790.00
						Total For Check # 330405			**32,790.00**
07/03/2025	330413	5190	ELLIS CONCRETE CONSTRUCTION LLC	PA 1 ST23310	Concrete Panel Replacement - Meadow Heights	5935300 |570150|	ST23310	2025/12	128,731.04
				PA 5 ST23300	Concrete Panel Replacement-Brentwood	5935300 |570150|	ST23300	2025/12	92,660.25
						Total For Check # 330413			**221,391.29**
07/03/2025	330425	674	GARVER ENGINEERS	23T27000-16	WIDENING OF 9TH STREET NEW ORLEANS TO WASHINGTON	5935300 |570160|	ST23280	2025/12	22,565.00
						Total For Check # 330425			**22,565.00**
						Total For Fund 593			**528,868.50**
						Number of Invoices For Fund 593			**19**

City of Broken Arrow
Check Register by Fund

Fund 660

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329818	2517	TWO OAKS INVESTMENT	5449	5449	6601700 |530870|		2025/12	6,666.67
						Total For Check # 329818			**6,666.67**
06/12/2025	329832	2518	WORKER'S COMPENSATION ACCOUNT	MAY 29 2025	MAY 29 2025 PYMNT SUMMARY	6601700 |530080|		2025/12	9,150.00
				MAY 29 2025	MAY 29 2025 PYMNT SUMMARY	6601700 |530870|		2025/12	2.00
				MAY 29 2025	MAY 29 2025 PYMNT SUMMARY	6601700 |530880|		2025/12	5,636.08
				MAY 29 2025	MAY 29 2025 PYMNT SUMMARY	6601700 |550900|		2025/12	843.29
				JUNE 5, 2025	JUNE 5, 2025 PAYMENT SUMMARY	6601700 |530080|		2025/12	3,823.50
				JUNE 5, 2025	JUNE 5, 2025 PAYMENT SUMMARY	6601700 |530880|		2025/12	8,502.30
				JUNE 5, 2025	JUNE 5, 2025 PAYMENT SUMMARY	6601700 |550900|		2025/12	843.29
						Total For Check # 329832			**28,800.46**
06/26/2025	330318			JUN 12 2025	JUNE 12, 2025 PAYMENT SUMMARY	6601700 |530870|		2025/12	4.00
				JUN 12 2025	JUNE 12, 2025 PAYMENT SUMMARY	6601700 |530880|		2025/12	7,370.09
				JUN 12 2025	JUNE 12, 2025 PAYMENT SUMMARY	6601700 |550900|		2025/12	843.29
				JUN 19, 2025	JUNE 19, 2025 PAYMENT SUMMARY	6601700 |530870|		2025/12	115.42
				JUN 19, 2025	JUNE 19, 2025 PAYMENT SUMMARY	6601700 |530880|		2025/12	10,222.95
				JUN 19, 2025	JUNE 19, 2025 PAYMENT SUMMARY	6601700 |550900|		2025/12	31,910.17
						Total For Check # 330318			**50,465.92**
07/03/2025	330494			JUNE 25, 2025	JUNE 25, 2025 PAYMENT SUMMARY	6601700 |530080|		2025/12	3,000.00
				JUNE 25, 2025	JUNE 25, 2025 PAYMENT SUMMARY	6601700 |530870|		2025/12	8.00
				JUNE 25, 2025	JUNE 25, 2025 PAYMENT SUMMARY	6601700 |530880|		2025/12	21,717.34
				JUNE 25, 2025	JUNE 25, 2025 PAYMENT SUMMARY	6601700 |550900|		2025/12	843.29
						Total For Check # 330494			**25,568.63**
						Total For Fund 660			**111,501.68**
						Number of Invoices For Fund 660			**18**

City of Broken Arrow
Check Register by Fund

Fund 661

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329612	4904	AMERITAS LIFE INSURANCE CORP.	MAY 2025	DENTAL MAY 2025	6611700 |530890|		2025/12	2,903.04
						Total For Check # 329612			**2,903.04**
06/17/2025	329869	4728	REMEDY HEALTH, PLLC	79523	JUNE 2025	6611700 |530890|		2025/12	57,480.00
						Total For Check # 329869			**57,480.00**
06/19/2025	329997	1550	GENESIS HEALTH CLUBS	161769	Payroll Run 1 - Warrant 250523	6611700 |530890|		2025/11	27.04
						Total For Check # 329997			**27.04**
06/26/2025	330141			164934	Payroll Run 1 - Warrant 250620	6611700 |530890|		2025/12	27.04
						Total For Check # 330141			**27.04**
06/26/2025	330143	159	PRE-PAID LEGAL SERVICES, INC.	164930	Payroll Run 1 - Warrant 250620	6611700 |530890|		2025/12	49.80
						Total For Check # 330143			**49.80**
06/26/2025	330145	4905	METROPOLITAN LIFE INSURANCE COMPANY	164938	Payroll Run 1 - Warrant 250620	6611700 |530890|		2025/12	8,569.41
				164938	Payroll Run 1 - Warrant 250620	6611700 |530890|		2025/12	35.05
						Total For Check # 330145			**8,604.46**
06/26/2025	330195	1987	SURENCY LIFE & HEALTH INS. CO.	164935	Payroll Run 1 - Warrant 250620	6611700 |530890|		2025/12	3.25
						Total For Check # 330195			**3.25**
06/26/2025	330203	4984	ALLIANT INSURANCE SERVICES, INC.	2998823	2998823 FEB 26, 2025	6611700 |530870|		2025/12	6,004.80
						Total For Check # 330203			**6,004.80**
06/26/2025	330315	3769	VIRTA MEDICAL PC	INV00117945	DIABETES REVERSAL PROGRAM MAY 2025	6611700 |530870|		2025/12	2,346.00
						Total For Check # 330315			**2,346.00**
07/01/2025	330343	4728	REMEDY HEALTH, PLLC	79801	EMPLOYEE HEALTH CLINIC JULY 2025	6611700 |530890|		2026/1	57,955.00
						Total For Check # 330343			**57,955.00**

City of Broken Arrow
Check Register by Fund

Fund 661

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
07/03/2025	330455	4223	PERSONIFY HEALTH SOLUTIONS, LLC	JUNE 2025	ADMINISTRATION FEES JUNE 2025	6611700 |530870|		2025/12	116,930.07
						Total For Check # 330455			**116,930.07**
						Total For Fund 661			**252,330.50**
						Number of Invoices For Fund 661			**12**

City of Broken Arrow
Check Register by Fund

Fund 770

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/23/2025	330098	999900	OTP - AR REFUNDS	LIT1459.2024	PROPERTY DMG SEWER BACKUP-SEWER R&C	770 |130102|		2025/12	90,083.43
						Total For Check # 330098			**90,083.43**
07/01/2025	202700	16	BANK OF OKLAHOMA	BROKARROK16A 07/25	GO BONDS 2016A	7707000 |580020|		2026/1	106,418.76
				BROKARROK16A 07/25	GO BONDS 2016A	7707000 |580030|		2026/1	300.00
						Total For Check # 202700			**106,718.76**
07/01/2025	202701			BROKARROK16B 07/25	GO BONDS 2016B	7707000 |580020|		2026/1	58,493.76
				BROKARROK16B 07/25	GO BONDS 2016B	7707000 |580030|		2026/1	300.00
						Total For Check # 202701			**58,793.76**
						Total For Fund 770			**255,595.95**
						Number of Invoices For Fund 770			**5**

City of Broken Arrow
Check Register by Fund

Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/12/2025	329616	183	CLEET	MAY 2025	TOWN & MUNICIPAL COURT REPORT FOR MAY, 2025	882 |290305|		2025/12	3,691.43
						Total For Check # 329616			**3,691.43**
06/12/2025	329622	353	OKLAHOMA BUREAU OF NARCOTICS	MAY 2025	MUNICIPAL COURT REPORT-DRUG EDUCATION FEE-MAY 2025	882 |290311|		2025/12	40.00
						Total For Check # 329622			**40.00**
06/12/2025	329625	835	STATE OF OKLAHOMA	MAY 2025	MUNICIPAL COURT REPORT FOR MAY, 2025	882 |290305|		2025/12	7,026.84
						Total For Check # 329625			**7,026.84**
06/13/2025	329842	999900	OTP - AR REFUNDS	65532	REFUNDS	882 |290301|		2023/12	392.00
						Total For Check # 329842			**392.00**
06/13/2025	329843			65593	REFUND	882 |290301|		2024/1	299.00
						Total For Check # 329843			**299.00**
06/13/2025	329844			65600	REFUND	882 |290301|		2024/1	334.00
						Total For Check # 329844			**334.00**
06/13/2025	329845			65608	REFUND	882 |290301|		2024/1	26.00
						Total For Check # 329845			**26.00**
06/13/2025	329846			67784	REFUND	882 |290301|		2024/5	1,103.51
						Total For Check # 329846			**1,103.51**
06/13/2025	329847			65943	REFUND	882 |290301|		2024/1	160.50
						Total For Check # 329847			**160.50**
06/13/2025	329848			65948	REFUND	882 |290301|		2024/1	150.00
						Total For Check # 329848			**150.00**
06/13/2025	329849			66271	REFUND	882 |290301|		2024/2	222.50
						Total For Check # 329849			**222.50**

City of Broken Arrow
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/13/2025	329850			67896	REFUND	882 |290301|		2024/6	500.00
						Total For Check # 329850			**500.00**
06/13/2025	329851			00-00000000 BON		882 |290301|		2022/6	197.00
						Total For Check # 329851			**197.00**
06/13/2025	329852			66824	REFUND	882 |290301|		2024/3	359.00
						Total For Check # 329852			**359.00**
06/13/2025	329853			66831	REFUND	882 |290301|		2024/3	69.50
						Total For Check # 329853			**69.50**
06/13/2025	329854			66884	REFUND	882 |290301|		2024/3	250.00
						Total For Check # 329854			**250.00**
06/13/2025	329855			66940	REFUND	882 |290301|		2024/3	19.00
						Total For Check # 329855			**19.00**
06/13/2025	329856			66984	REFUND	882 |290301|		2024/3	15.68
						Total For Check # 329856			**15.68**
06/13/2025	329857			67071	REFUND	882 |290301|		2024/4	117.50
						Total For Check # 329857			**117.50**
06/13/2025	329858			67225	REFUND	882 |290301|		2024/4	250.00
						Total For Check # 329858			**250.00**
06/13/2025	329859			REC-011784-2023	00001036	882 |290301|		2024/5	1,170.00
						Total For Check # 329859			**1,170.00**
06/13/2025	329860			REC-011787-2023	00001036	882 |290301|		2024/5	2,340.00
						Total For Check # 329860			**2,340.00**

City of Broken Arrow
Check Register by Fund



Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/13/2025	329861			67617	REFUND	882 |290301|		2024/5	250.00
						Total For Check # 329861			**250.00**
06/13/2025	329862			67670	REFUND	882 |290301|		2024/5	167.00
						Total For Check # 329862			**167.00**
06/19/2025	329878			REC-027208-2025		882 |290301|		2025/12	6.00
						Total For Check # 329878			**6.00**
06/19/2025	329883	999907	OTP - COURT REFUNDS	0000663		882 |201020|		2025/12	170.00
						Total For Check # 329883			**170.00**
06/19/2025	329884			0000664		882 |201020|		2025/12	100.00
						Total For Check # 329884			**100.00**
06/19/2025	329885			0000662		882 |201020|		2025/12	170.00
						Total For Check # 329885			**170.00**
06/19/2025	329886			0000665		882 |201020|		2025/12	360.00
						Total For Check # 329886			**360.00**
06/24/2025	330100	999900	OTP - AR REFUNDS	67134	REFUND	882 |290301|		2024/4	671.97
						Total For Check # 330100			**671.97**
06/24/2025	330101			65816	REFUND	882 |290301|		2024/1	92.50
						Total For Check # 330101			**92.50**
06/24/2025	330102			65896	REFUND	882 |290301|		2024/2	103.00
						Total For Check # 330102			**103.00**
06/24/2025	330103			65991	REFUND	882 |290301|		2024/1	233.00
						Total For Check # 330103			**233.00**

City of Broken Arrow
Check Register by Fund

Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/24/2025	330104			66370	REFUND	882 |290301|		2024/2	250.00
						Total For Check # 330104			**250.00**
06/24/2025	330105			66699	REFUND	882 |290301|		2024/3	208.00
						Total For Check # 330105			**208.00**
06/24/2025	330106			65522	REFUND	882 |290301|		2023/12	274.00
						Total For Check # 330106			**274.00**
06/24/2025	330107			65530	REFUNDS	882 |290301|		2023/12	200.00
						Total For Check # 330107			**200.00**
06/24/2025	330108			66961	REFUND	882 |290301|		2024/3	250.00
						Total For Check # 330108			**250.00**
06/24/2025	330109			66962	REFUND	882 |290301|		2024/3	234.50
						Total For Check # 330109			**234.50**
06/24/2025	330110			67228	REFUND	882 |290301|		2024/4	465.41
						Total For Check # 330110			**465.41**
06/24/2025	330111			67576	REFUND	882 |290301|		2024/5	171.00
						Total For Check # 330111			**171.00**
06/24/2025	330112			67656	REFUND	882 |290301|		2024/5	66.00
						Total For Check # 330112			**66.00**
06/24/2025	330113			67657	REFUND	882 |290301|		2024/5	318.00
						Total For Check # 330113			**318.00**
06/24/2025	330114			67664	REFUND	882 |290301|		2024/5	234.00
						Total For Check # 330114			**234.00**

City of Broken Arrow
Check Register by Fund

Fund 882

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
06/26/2025	330151	999907	OTP - COURT REFUNDS	0000671		882 |201020|		2025/12	570.00
						Total For Check # 330151			**570.00**
06/26/2025	330153			0000672		882 |201020|		2025/12	575.00
						Total For Check # 330153			**575.00**
06/26/2025	330156			0000670		882 |201020|		2025/12	400.00
						Total For Check # 330156			**400.00**
						Total For Fund 882			**25,272.84**
						Number of Invoices For Fund 882			**47**

City of Broken Arrow

Request for Action

File #: 25-998, **Version:** 1

Broken Arrow City Council
Meeting of: 7/14/2025

Title:

Presentation and discussion of upcoming micro-survey about the South Broken Arrow Library

Background:

The Tulsa City County Library (TCCL) system has 24 libraries in its organization, including two in Broken Arrow, one near downtown and the other in south BA. The South Broken Arrow Library, located at 3600 S. Chestnut Avenue, is 6,000 square feet and was built in 1993 and renovated in 2007. However, it has not been expanded to keep pace with the growth in the community or the foot traffic coming through its doors.

Despite its current size, the South Broken Arrow Library has the fifth highest circulation of items out of the 24 TCCL libraries. Nearly 150,000 items are used in the South Broken Arrow Library annually with more than half, 79,653, being children's items. More than 21 homeschooling groups also use the library's community meeting room for various education activities for students.

Foot traffic at the South Broken Arrow Library has increased every year since 2021, and it is expected to increase its number of visitors by 67 percent through 2026.

TCCL has a plan to construct a much-needed new library in the empty lot to the east of the current location. The new building is being designed to be twice as large as the original with an estimated cost of $12,000,000.00. Features of the new building include a drive-up service window, outdoor spaces, large community meeting rooms, homeschool classrooms, tech hub, and much more.

TCCL has raised $655,000.00 in private funding toward the project as part of a fundraising campaign and put forth another $7,000,000.00 from its funds to help pay for the new building.

City staff have produced a micro-survey to poll citizens about the city potentially partnering with TCCL to contribute financially to the library's plan to construct the new building.

Cost: $0

Funding Source: N/A

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments:

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 25-272, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Update on the 2026 General Obligation Bond Package

Background:
The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: $0

Funding Source: Source

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Information only.

City of Broken Arrow

Request for Action

File #: 25-978, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Consideration, discussion, and possible approval of a film incentive rebate in an amount not to exceed $59,000

Background:
In an effort to spur economic growth, job creation, and visitor spending, Visit Broken Arrow staff and board members implemented a film incentive program. The incentive program utilizes hotel lodging tax (visitor spending) to rebate a portion of film production and spending in Broken Arrow.

Visit Broken Arrow voted on February, 11, 2025 to provide recommendation to Council for the film incentive.

City Council Meeting voted on February 18, 2025 to approve the film incentive program.

The film incentive program includes the following rebates:

Local Spending Rebate Requirements:
- Minimum budget of $5,000
- Minimum spend equal to 10% of total budget amount in Broken Arrow City Limits (hotels excluded due to separate hotel room incentive, below)
- 25% of shooting days/time must be in Broken Arrow
- Pre-completed/approved Visit Broken Arrow filming permit, if applicable
- Display the Visit Broken Arrow logo in end credits

Hotel Room Rebate:
- $500 for every 12 paid room nights at a City of Broken Arrow hotel

Production Office Rebate:
- 20% rebate on cost of production office space at any Broken Arrow hotel
- 10% rebate applies for cost of any production office space other than a Broken Arrow hotel but within city limits

Applicants must provide receipts and documentation proving they have met the requirements. Qualified productions will then be reimbursed for the eligible spending with hotel/lodging tax dollars. This tax is paid by those staying in Broken Arrow hotels. The program ultimately leverages this tax to encourage more visitors to Broken Arrow.

On June 12, 2025, Horrified, LLC submitted a film incentive application for a production to be filmed in

Broken Arrow, and is seeking pre-approval for a film rebate.

Highlights of the application include:

- Feature Film
- $2.3M Budget
- Filming start: 7/29/25
- Projected Wrap Date: 8/21/25
- Proposed shooting days in Broken Arrow: 20
- Estimated BA residents to be hired on the production: 75

Estimated Spending in Broken Arrow

Local Spending	$353,474
528 Hotel Rooms	$42,240
Production Office	$5,000
Total Est Spend	**$405,994**

Total estimated economic impact: $800k-$1M

On July 1, 2025, the Visit Broken Arrow Board reviewed the application from Horrified, LLC and approved recommendation to City Council.

In order to receive the rebate, the organization must submit all receipts and confirm that all guidelines have been met via the post-production summary report. After project completion, a representative from the organization will attend a VBA Board meeting to present the project outcomes and total spend. The rebate will not be processed until the VBA Board gives final approval.

Cost: **Not to exceed $59,000**

Funding Source: **Visit Broken Arrow**

Requested By: **Makala Barton, Tourism Manager**

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

Attachments: Film Incentive Application

Recommendation:

Approve the rebate request in an amount not to exceed $59,000, pending the receipt of the post-event requirements as outlined in the film incentive guidelines.

Local Spending Incentive	Local Spend	Est. Rebate
Cast Entertainment	$1,000.00	
Per Diem?	$18,050.00	
~~Airbnbs~~	~~$5,280.00~~	
PD Fuel	$2,000.00	
Working Meals	$1,500.00	
Craft Service Purchases	$13,200.00	
Transportation Gas & Oil	$5,000.00	
Location Site Fees	$68,000.00	
Catered Meals	$57,800.00	
Security	$11,760.00	
Site Cleaning/Trash Removal	$3,500.00	
Police & Fire Safety	$600.00	
Office Supplies	$1,700.00	
Camera Rentals	$40,170.00	
Hard Drives	$4,223.00	
Expendables	$1,500.00	
Walkies	$5,400.00	
Truck Rentals	$18,018.00	
Qualified Labor	$100,053.63	
	$358,754.63	
	$353,474.63	**$35,347.00**

Hotel Room Incentive	Local Spend	Est. Rebate
528 Hotel Room Nights	$42,240.00	$22,000.00

Production Office Incentive	Local Spend	Est. Rebate
will be located inside a hotel *	$5,000.00	$1,000.00


HORRIFIED
A META HORROR COMEDY BY MICHAEL ZARA

LOGLINE

HORRIFIED follows down-on-her-luck scream queen Jamie Jaymes, who begrudgingly returns to the horror convention circuit—only to find herself facing a real-life killer disguised as her franchise's villain. To survive the weekend, she must confront her past, outsmart a bloodthirsty maniac, and rediscover the final girl within.

HORROR | COMEDY | SLASHER | CONVENTION

FILM SYNOPSIS

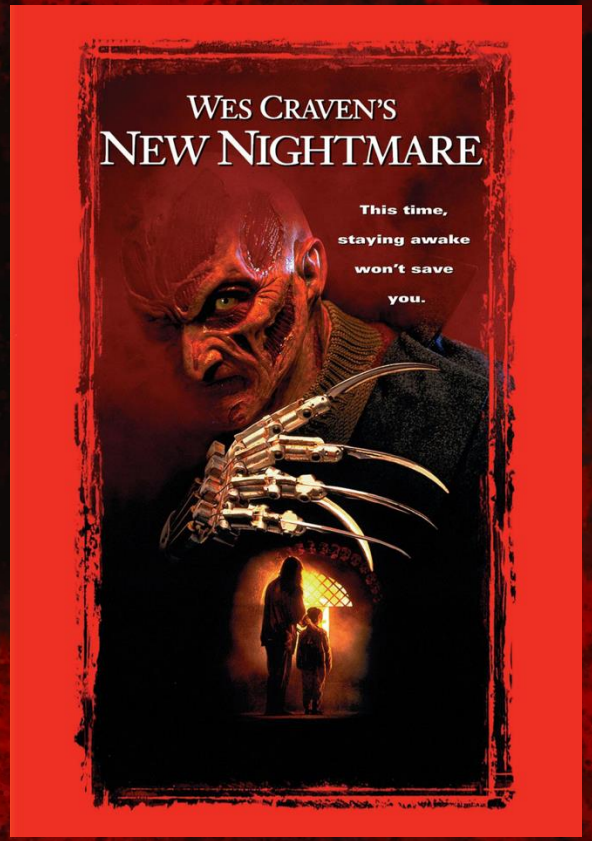
Jamie Jaymes (*Dexter's* **Julie Benz**) was once the star of the cult horror franchise *Hell Hog*, but now she's broke, bitter, and drowning in bad decisions. Reluctantly, she returns to Horrified Fest for an easy paycheck, hoping to endure a weekend of awkward fan encounters and fading nostalgia. However, the event quickly takes a dark turn when a masked killer dressed as Hell Hog begins terrorizing the convention. As if that weren't enough, Jamie's estranged father, Charlie (**Ron Perlman**), unexpectedly shows up, dredging up painful memories she's spent years trying to escape.

As the convention unfolds, the murders escalate, and Jamie finds herself trapped in a nightmarish scenario where the rules of her own movies might be the only thing that can keep her alive. With her fellow genre stars and die-hard fans caught in the crossfire, she must navigate both a relentless killer and the unresolved trauma of her past. But years of hard living and bad choices have dulled her once-sharp instincts, making her question whether she still has what it takes to fight back.

Blending razor-sharp satire with brutal slasher thrills, HORRIFIED is a horror-comedy that celebrates and subverts the genre in equal measure. Packed with inventive kills, Industry satire, and a protagonist fighting to reclaim her life, the film delivers a blood-soaked, suspenseful, and darkly funny thrill ride that will leave audiences screaming—for more.

COMP TITLES

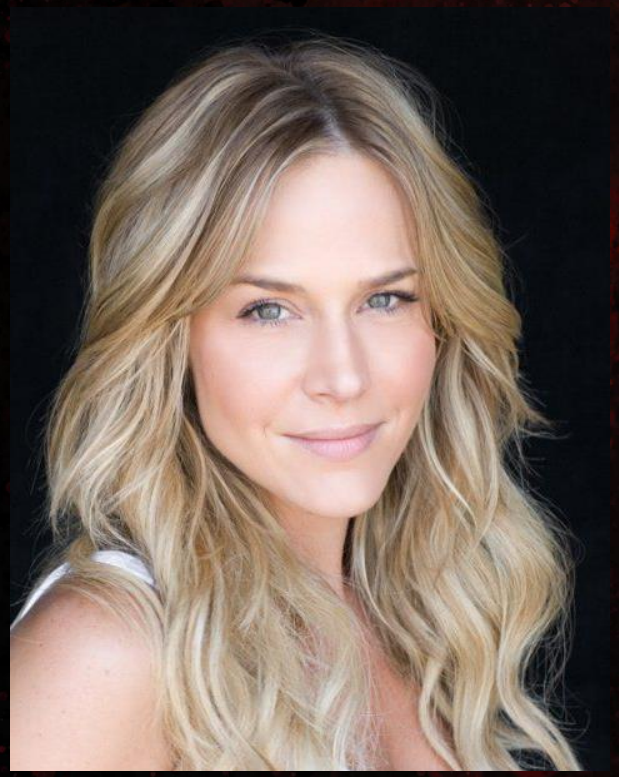






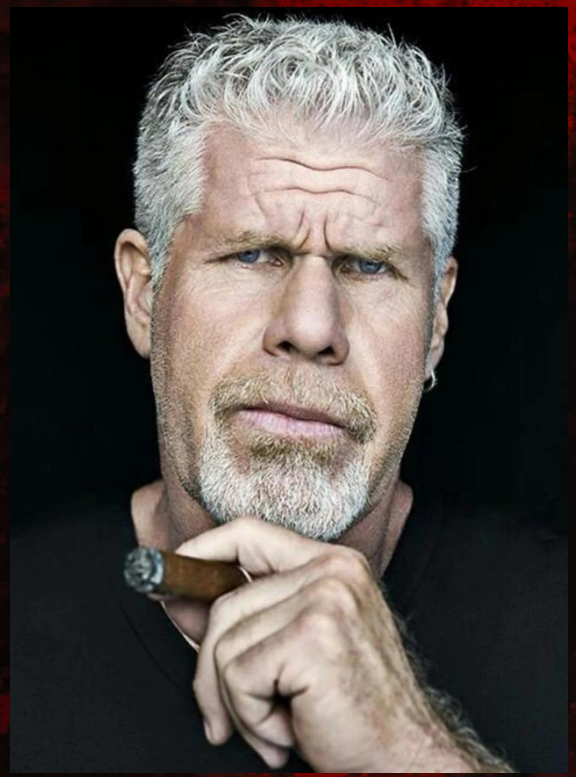
Our bloody bubblegum horror romp is rooted in character with over-the-top inventive kills Like **READY OR NOT**, the emotional meta-ness of **NEW NIGHTMARE**, and the "tongue-in-cheek" humor of **SCREAM**.

ATTACHED STARS



JULIE BENZ
"JAMIE" | EXECUTIVE PRODUCER

DEXTER, SAW V



RON PERLMAN
"CHARLIE" | EXECUTIVE PRODUCER

HELLBOY, PACIFIC RIM



BUSY PHILIPPS
"TAWNY" | EXECUTIVE PRODUCER

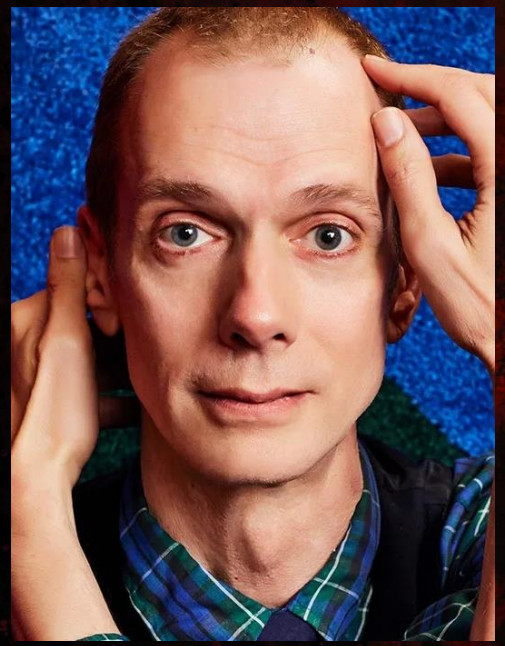
MEAN GIRLS (2024), WHITE CHICKS



AIMEE TEEGARDEN
"BETH"

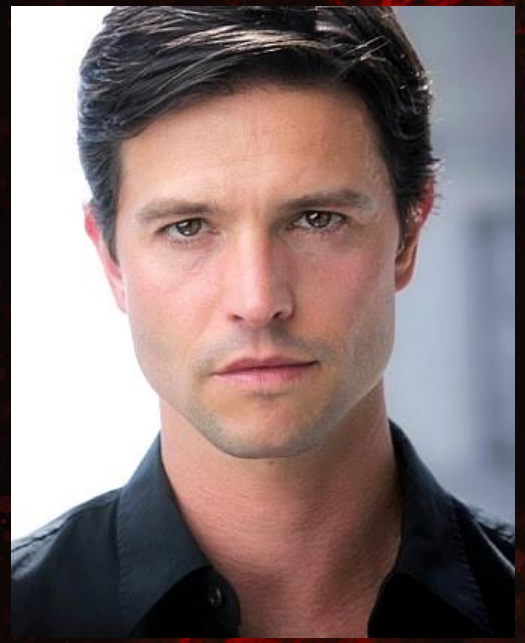
FRIDAY NIGHT LIGHTS, SCREAM 4

ATTACHED STARS



DOUG JONES
"DOUG"

HELLBOY, IN THE SHAPE OF WATER



JASON BEHR
"TATE"

THE GRUDGE, ROSWELL



DANIEL DI TOMASSO
"NICO"

WITCHES OF EAST END, DYNASTY



JIM RASH
"STRALEY"

COMMUNITY, FLY ME TO THE MOON

ATTACHED STARS



KEARRAN GIOVANNI
"KIKI"

MAJOR CRIMES, HOMESTEAD



ALLISON DUNBAR
"BRIDGET"

YELLOWSTONE, THE SOPRANOS



JESSICA MERAZ
"GINA"

CHASING LIFE, MAJOR CRIMES

ATTACHED STARS



GIGI GORGEOUS
"BLOODY MARY"

UPLOAD, 2.4 mil YouTube Subscribers



BIRDIE SILVERSTEIN
"MEGAN"

WITH LOVE, COUGAR TOWN



HARRY JOWSEY
"LOGAN"

THE WRONG PARIS, 10 mil Subscribers

ATTACHED STARS



CLARE KRAMER
"HAVEN"

BUFFY, BRING IT ON



NATALIE LANDER
"KIMBER"

THE MIDDLE, ÉTOILE



DIRECTOR'S STATEMENT

HORRIFIED is a bloody blast, infusing the slasher genre with a comic wink and dissecting the give-and-take con relationship between diehard horror fans and their favorite stars. But there's a lot more under this movie's red lacquered surface. At its core, this film is about a drug and alcohol-addicted woman's journey to finally face her fears and kill her MONSTER, both literally and figuratively, and eventually get clean.

The masked man dressed up as the killer from Jamie Jaymes' film franchise represents her addiction to all things that are an escape from reality. Losing her mother to suicide drove Jamie to depend on pills and alcohol, blurring her mind. She has endless one-night stands, not because she's sex-positive but because they're the best way never to get close to another human again.

But by going through the harrowing hell at the convention and ultimately killing her monster, thus becoming her own hero, Jamie heals, finally seeing her life in vivid colors again.

THE LOOK & FEEL

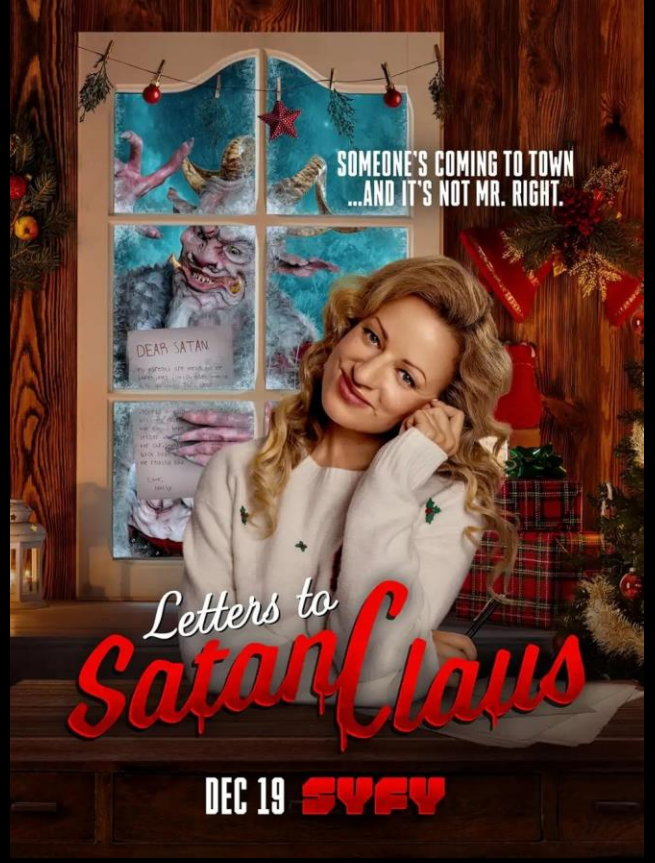














MICHAEL ZARA

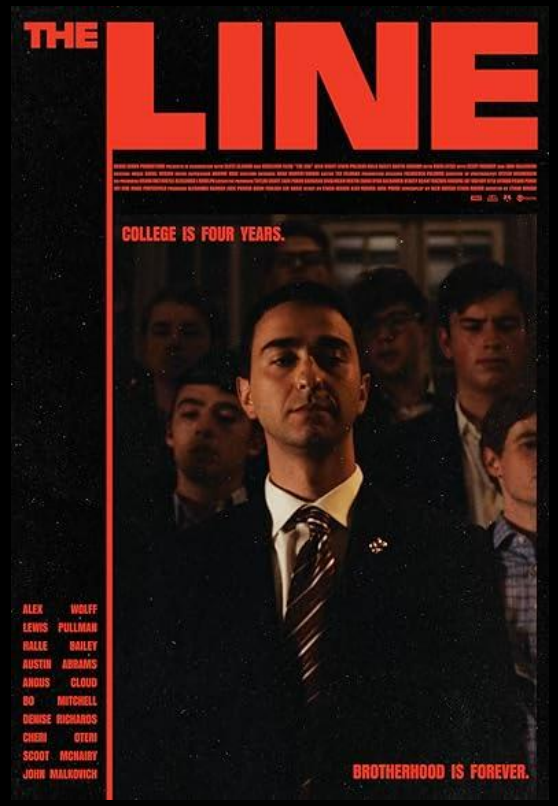
DIRECTOR | WRITER | PRODUCER

Michael is an LA-based writer/director passionate about telling poppy, character-driven stories. He works in various genres, Including drama, horror, procedural, musical, and YA.

He has developed original drama TV pilots IT'S A MYSTERY for The CW and KILL THE LIGHTS for YouTube Originals. In addition, his horror-comedy Hallmark Christmas parody, LETTERS TO SATAN CLAUS, aired on SYFY.

Michael was a writer for the final three seasons of TNT's hit procedural MAJOR CRIMES. He also co-created the unauthorized musical parody of TEEN WITCH at The Groundlings and co-writes pop songs with music producer Mark Byers (RUPAUL'S DRAG RACE). Michael's musical horror short POSSESSED competed at the Dances With Films Fest in 2022.

He is developing multiple adult animated series with the award-winning Toon City out of Vancouver. He's also developing the YA horror feature PROM DRESS (based on the classic Scholastic Novel) with Australian filmmaker Nick Verso (Hulu's CRAZY FUN PARK).





REBELLIUM FILMS

PRODUCERS

Rebellium Films is an innovative production company dedicated to crafting bold, thought-provoking stories that challenge conventions and inspire audiences. Specializing in narrative features, Rebellium combines creative vision with technical excellence to deliver impactful films that have screened at film festivals like Sundance, SXSW and Tribeca.

Rebellium Films started in Oklahoma as a production services company. It rapidly evolved into a full-scale film production and finance company, expanding nationwide to shoot in optimal locations. Now a global player, Rebellium Films produces stories across Europe and beyond, creating narratives that resonate worldwide.

Founded by a collective of passionate filmmakers, the company champions diverse voices and authentic storytelling, earning recognition for its commitment to artistic integrity and social resonance. With a slate of award-winning projects and a forward-thinking approach, Rebellium Films continues to push boundaries in the global entertainment landscape.

ART OF ELYSIUM

EP + FISCAL SPONSOR

For over twenty-seven years, Art of Elysium has paired volunteer artists with communities in Los Angeles to support individuals in the midst of difficult emotional life challenges like illness, hospitalization, displacement, confinement, and/or crisis.
We serve medically fragile children, teens, adults, seniors, those dealing with social, emotional, and mental health issues, and the homeless.

Members at The Art of Elysium work with volunteer artists to craft creative, tailor-made programs for the populations we serve. We currently offer 110 community programs a month, serving over 30,000 individuals a year. Volunteer artists are then eligible for support services, ranging from artist salons and networking events to showcases and distribution opportunities. AOE currently serves 2,510 artists a year in Los Angeles.





www.theartofelysium.org
@theartofelysium

CONTACT:
Lesie Culp lculp@theartofelysium.org



MILESTONE STUDIOS

Alan B. Bursteen, p.g.a.
(818) 618-6416
alan@milestonestudios.net

Dawn Bursteen
(818) 618-6418
dawn@milestonestudios.net

www.milestonestudios.net

Visit Broken Arrow

Film Incentive Application

Film Incentive Application

GUIDELINES

To complete initial eligibility requirements, applicant shall provide the following items:

- This signed and completed application
- Completed Film in BA Permit Application (if applicable)
- Project budget, including anticipated percentage of budget to be spent in the City of Broken Arrow must be submitted along with this application for the application to be considered complete
- Signed IRS form W-9 for the applicant/production company

Upon successful receipt of the above documentation, applicant will be invited to a Visit Broken Arrow Board Meeting to present and request pre-approval for film incentive rebate. Meetings are generally held the second Tuesday of each month at 3:30 p.m.

Notes:

- Production must meet with Visit Broken Arrow staff prior to applying for the Rebate.
- Rebate availability is on a first come, first served basis as funds allow and not guaranteed.
- The City of Broken Arrow has the right to reject any incentive application without reason or cause.
- After a pre-approved project is complete, applicant must submit the Post-Project Report and attend a subsequent Visit Broken Arrow Board Meeting for final rebate approval by the Visit Broken Arrow Board. Failure to adhere to this provision shall be grounds for denial of the Rebate in full.
- All funding approvals are subject to the City of Broken Arrow's annual appropriations. While it is understood that start and end dates may change, please note that all requests for reimbursement must be received by May 30 of the FY in which the application was approved in order allow time for final approval of Visit Broken Arrow Board by FY end on June 30. If the project is delayed into a future fiscal year, the application shall be required to go through the approval process again.
- Any changes to the Application or change affecting the Rebate sought shall be submitted for approval to the Visit Broken Arrow staff immediately. Failure to do so, shall lead to the pre-approval being revoked.
- Production shall begin principal photography no later than 6 months from the application being approved.
- Only one production company per project may receive certification for the rebate. In the instance of a work-for-hire, the work-for-hire company will not be eligible for the rebate.

APPLICANT INFORMATION

Application for fiscal year (6/30-7/1): _____

LEGAL NAME AND ADDRESS OF APPLICANT

Legal Name: Horrified LLC

Address: 430 S Yale Ave Unit #232

City/State/Zip: Tulsa, OK 74112

Contact Person: Talia Bella Title: Producer

Email Address: talia@rebellium.tv Phone: 3108894600

Date of Incorporation or Formation: 3/31/25 Federal Tax ID Number: 33-4347975

PRODUCTION COMPANY (if different than applicant):

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Email Address: _____ Phone: _____

Date of Incorporation or Formation: _____ Federal Tax ID Number: _____

PARENT COMPANY (if applicable):

Legal Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Email Address: _____ Phone: _____

Date of Incorporation or Formation: _____ Federal Tax ID Number: _____

PROJECT INFORMATION

Title of Project: Horrified

Type of Production:

☑ Feature Film:

☐ Cable TV Series, number of episodes? _____ Season Number: _____

☐ Network TV Series, number of episodes? _____ Season Number: _____

☐ Streaming Series, number of episodes? _____ Season Number: _____

Is this project fully funded? ☑ yes ☐ no

Is the production company applying for certification as a 'work for hire' for another production company?
☐ yes ☑ no

Did the production company applying for certification hire another production company as a 'work for hire?'
☐ yes ☑ no

Script Attached?: ☑ yes ☐ no

Please provide a description of this project (storyline): A down-on-her-luck scream queen begrudgingly attends a horror convention only to find herself in a real-life slasher when a killer, disgui

Name of talent attached: Ron Perlman, Busy Philips, Julie Benz, Jim Rash, Doug Jones

Where in Broken Arrow are you planning to film your project (list locations): Stoney Creek event center

PRODUCTION INFORMATION

Estimated total number of Broken Arrow residents to be hired on the Production:
75 cast, crew, extras

Wrap Date: 8/8/25 Number of proposed shooting days in Broken Arrow: 20

Pre-Production Project Start Date: 6/23/25 Principal Photography Start Date: 7/14/25

Post Production Start Date: 8/11/25

NOTE: To qualify, 25% of the shooting days must be in the City of Broken Arrow

Total Budget of Project: 2,367,862

Distribution Plan: Brainstorm is our domestic distrubutor and F

If television and commercial projects, which network? _____

Theatrical distribution plan in place? We will have a short theatrical run

Producer: Talia Bella Phone: 310-889-4600

Producer: Randy Wayne Phone: 818-321-8402

Producer: Mike Zara Phone: 323-533-2286

Line Producer: Kevin Tighe Phone: 845-656-5101

Location Manager: Kenny Wayne Shavers Phone: 918-230-1752

Unit Production: Kevin Tighe Phone: 845-656-5101

CREDITS AND PROMOTIONAL MATERIALS

To complete eligibility requirements, applicants will provide the following items:

- o Five production still photos in electronic format with rights cleared for promotional use by the City of Broken Arrow/Visit Broken Arrow.
- o Behind the scenes photos/videos, if available
- o The Visit Broken Arrow logo must be used in the end credit roll of a full-length picture
- o One (1) poster of the type designed for promotion of the finished project, if applicable
- o A digital copy of the finished project
- o An electronic press kit

I agree (Print Name and Signature) Talia Bella

The above information will be provided by: Talia Bella

Name: Talia Bella Title: Producer

Company: Rebellium Films

Company Address: 430 S Yale #232

City/State/Zip: Tulsa, OK 74112

Email Address: talia@rebellium.tv Phone: 310-889-4600

The end credit roll of a full-length picture that utilizes the Visit Broken Arrow Film Incentive rebate must recognize the City of Broken Arrow and requires use of the Visit Broken Arrow logo. The City of Broken Arrow/Visit Broken Arrow reserves the right to refuse use of its logo(s) in the credits of a motion picture filmed or produced in the City of Broken Arrow.

Authorized Signature: Date: 6/12/25

Contact Information:

Legal Name: Horrified LLC

Address: 430 S Yale #232

City/State/Zip: Tulsa, OK 74112

Contact Person: Talia Bella Title: Producer

Email Address: talia@rebellium.tv Phone: 310-889-4600

REBATE DETAILS

Incentive	Requirements	Rebate
Local Spending Incentive	• Minimum budget of $5,000 • Minimum spend equal to 10% of total budget amount in Broken Arrow City Limits (hotels excluded due to separate hotel room incentive, below) • 25% of shooting days/time must be in Broken Arrow • Pre-completed/approved Visit Broken Arrow filming permit, if applicable • Display the Visit Broken Arrow logo in end credits	10% rebate of qualified spend
Hotel Room Incentive	• In *addition* to the above, all project types above are eligible to receive $500 for every 12 room nights stayed in a Broken Arrow hotel.	$500 for every 12 room nights
Production Office Incentive	• Local Spending Incentive Requirements (above) apply • 20% rebate on cost of production office space at any Broken Arrow hotel • 10% rebate applies for cost of any production office space other than a Broken Arrow hotel but within city limits	10-20% rebate on production office spend

Other Information

- Preference given to family friendly films.

Areas of production which qualify for Local Spending

Site rentals	Labor	Rentals	Purchases
Production Office Space	Gas and Oil	Catering	Craft service
Gratuities	Animals	Security, police	Health care professionals
Any crew that is hired locally and is paid, not volunteer.			

CERTIFICATION BY APPLICANT

I/we have read and understand the City of Broken Arrow/Visit Broken Arrow Film Incentive Guidelines.

Applicant is responsible for accuracy of all data and documentation included in this application. Initial applications are submitted to Visit Broken Arrow staff. Once submitted, applications become the property of the City of Broken Arrow. It is the applicant's responsibility to inform Visit Broken Arrow staff in the event there are changes to any information on the application. Amendments must be sent via email Visit Broken Arrow staff.

Upon written request, applicants shall issue any necessary authorization to the appropriate Federal, State or local authority for the release of information concerning a production being considered under these administrative rules, including but not limited to financial reports and records relating to the applicant or to the production for which this rebate is requested.

By signing below, the applicant certifies that all the information contained herein and exhibits attached hereto are true to the best of their knowledge and are submitted for the purpose of obtaining rebate through the City of Broken Arrow.

Date: 6/12/25

Producer Phone: 310-889-4600

Applicant Signature:

Title:

Submit Applications to: Visit Broken Arrow

Email:
visitba@BrokenArrowok. gov

Mail:
c/o Visit Broken Arrow

123 N Main Street

Broken Arrow, OK 74012

In Person: 123 N. Main St. Broken Arrow, OK

City of Broken Arrow

Request for Action

File #: 25-1012, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion, and possible approval to accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation funds to design drainage improvements in the South Fork Estates subdivision

Background:
The case was brought before the Drainage Advisory Committee on April 28, 2025 for design funds. The Committee voted 7-0 to recommend approval of the expenditure of funds.

The proposed project is around 6304 S. 5th Ave. in the Southfork Estates subdivision in Broken Arrow.

The Southfork Estates subdivision was platted in 1992. Approximately 5 acres of offsite flow drains from the neighboring property without any drainage system in place to pick up the offsite flow. The flow currently is concentrated sheet flow and makes its way to the existing storm inlets in the cul-de-sac through the yard at 6304 S. 5th Ave. The Southfork Estates subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

A new development to the west, Spring Creek Crossing, is currently in the earth change stage of development. The development has reduced the overall drainage area to the property to approximately 2 acres. The offsite flow still drains through the Southfork Estates subdivision. While the property to the west is being developed, this is an opportunity to address the pre-existing drainage problem.

This drainage concern was brought to City Council on April 15th, 2025.

Staff is requesting $25,000.00 of the 2018 General Obligation Bond for design costs to provide drainage improvements.

This area flows to Broken Arrow Creek.

Cost: $25,000.00

Funding Source: 2018 General Obligation Bond

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

Approved By: City Manager's Office

Attachments: Drainage Report, Exhibits

Recommendation:
Accept the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to design drainage improvements in the South Fork Estates subdivision

City of Broken Arrow

Drainage Advisory Committee

PROJECT REPORT

DATE:	April 25, 2025
NAME	City of Broken Arrow on behalf of property owner
ADDRESS / LOCATION	6304 S. 5th Ave.
WATERSHED	Broken Arrow Creek
ESTIMATE	$25,000.00
CASE NO.	25-010

DESCRIPTION

The proposed project is around 6304 S. 5th Ave. in the Southfork Estates subdivision in Broken Arrow.

The Southfork Estates subdivision was platted in 1992. Approximately 5 acres of offsite flow drains from the neighboring property without any drainage system in place to pick up the offsite flow. The flow currently is concentrated sheet flow and makes its way to the existing storm inlets in the cul-de-sac through the yard at 6304 S. 5th Ave. The Southfork Estates subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

A new development to the west, Spring Creek Crossing, is currently in the earth change stage of development. The development has reduced the overall drainage area to the property to approximately 2 acres. The offsite flow still drains through the Southfork Estates subdivision. While the property to the west is being developed, this is an opportunity to address the pre-existing drainage problem.

This drainage concern was brought to City Council on April 15th, 2025.

Staff is requesting $25,000.00 of the 2018 GO Bond, Proposition 6 for design costs to provide drainage improvements

Case No. 25-010

BENEFIT

The potential benefit would to address a pre-existing drainage concern from prior to the 1994 ordinance.

RECOMMENDATION

Staff recommend approval of $25,000.00 in design funds for drainage improvements.

COMPLETED BY: Sarah Walters **DATE: 4/22/2025**

City of Broken Arrow

Drainage Advisory Committee

APPLICATION

DATE:	4-25-2025
OWNER NAME:	City of Broken Arrow on behalf of property owner
PHONE NUMBER:	
EMAIL ADDRESS:	
OWNER MAILING ADDRESS:	6304 S. 5th Ave.
ADDRESS OF PROPERTY WITH DRAINAGE PROBLEM:	6304 S. 5th Ave.
LOCATION OF DRAINAGE ISSUE ON PROPERTY:	Backyard of 6304 S. 5th Ave.

DESCRIPTION OF PROBLEM: (*PHOTOS SHOULD ACCOMPANY APPLICATION)

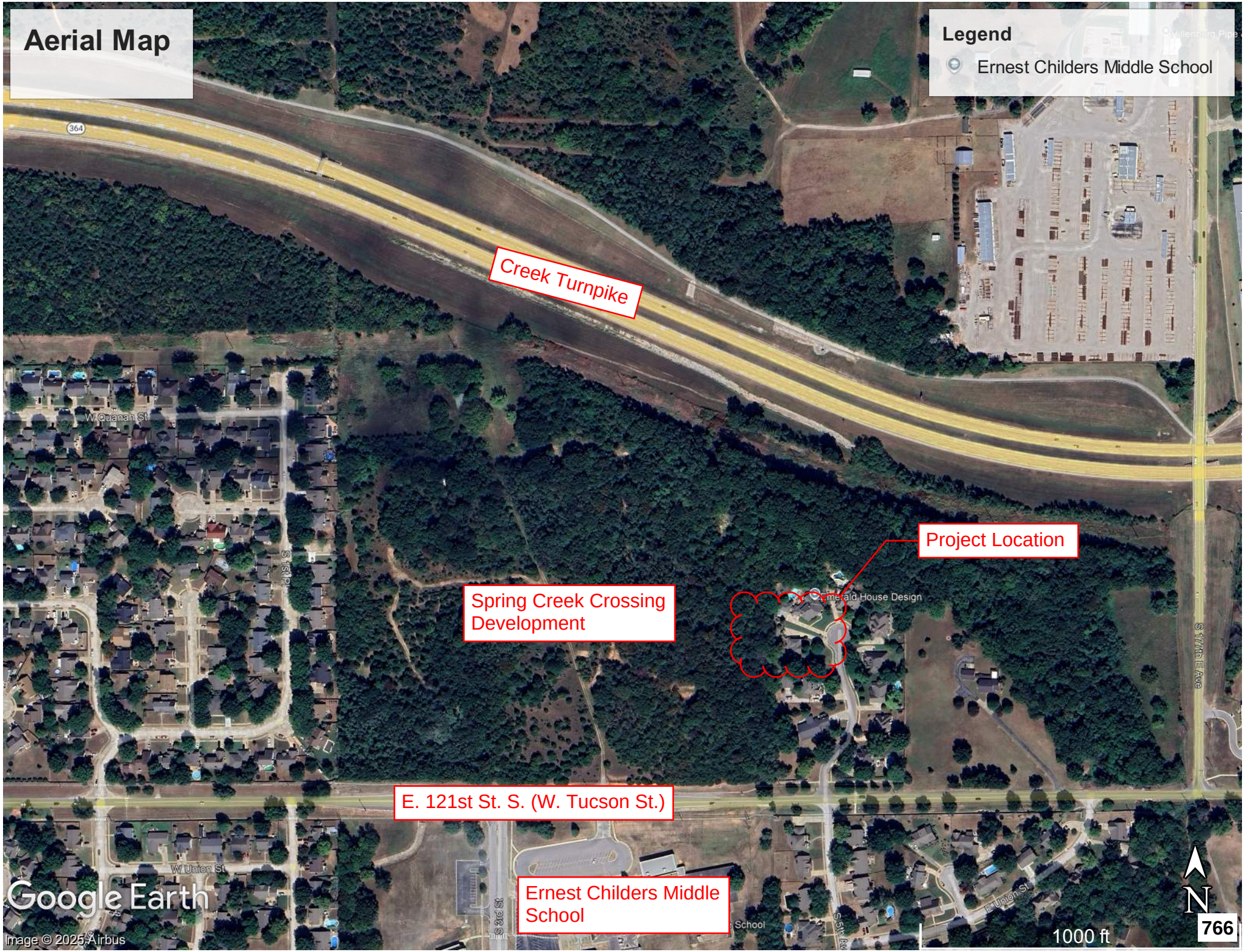
Offsite flow from neighboring property was not accounted for when the Southfork Estates Subdivision was developed in 1992. This subdivision was designed and constructed prior to Broken Arrow establishing stormwater criteria in 1994.

The property to the west is being developed. The drainage area draining onto 6304 S. 5th Ave. is reduced from approximately 5 acres to 2 acres. The offsite flow still drains through the property before getting into a designated storm sewer system.

This drainage concern was brought to City Council on April 15th, 2025. Staff went out on Monday, April 21st, 2025 to take a look at the area of concern.

Signature: Sarah Walters, P.E., CFM – City of Broken Arrow

RETURN TO STORMWATER DIVISION MANAGER'S OFFICE, PO BOX 610 Broken Arrow, OK 74013


Aerial Map
Legend
Ernest Childers Middle School
Creek Turnpike
Project Location
Spring Creek Crossing Development
E. 121st St. S. (W. Tucson St.)
Ernest Childers Middle School
W Quanah St
W Union St
S 15th E Ave
S 177th E Ave
S 3rd St
E Union St
S 5th Ave
Google Earth
Image © 2025 Airbus
1000 ft
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766

City of Broken Arrow

Request for Action

File #: 25-948, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Carriage Crossing Residential Roadway Rehabilitation project located northeast of Albany Street and 9th Street (Project No. ST25310)

Background:
This project consists of rehabilitation of approximately 6,120 square yards of concrete roadway, approximately 13,400 square yards of asphalt roadway, miscellaneous concrete work including sidewalk, curb and gutter, driveway, and ADA ramps, waterline relocation, and storm sewer improvements. The roadway construction falls within the Carriage Crossing I, Carriage Crossing II, Carriage Crossing III, Carriage Crossing IV, Carriage Crossing V, and Morrow Ridge I subdivisions and is located northeast of Albany Street and 9th Street.

The project was advertised on May 27th and June 3rd, 2025. Bids were opened on June 17, 2025 with three (3) bids received, all of which being responsive. A certified bid tabulation is attached. The bids submitted were composed of thirty-seven (37) pay items to form the total base bid. The lowest responsible bidder was Cherokee Pride Construction Inc., with a total bid of $1,427,226.75. The total engineer's estimate for this project was $1,966,581.10.

Cost: $1,427,226.75

Funding Source: 2018 GO Bond Proposition 1

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

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:
Approve and authorize award to the lowest responsible bidder, Cherokee Pride Construction Inc., a construction contract for the Carriage Crossing Residential Roadway Rehabilitation project (Project No. ST25310).

BID TABULATION
CARRIAGE CROSSING RESIDENTAIL ROADWAY REHABILITATION
PROJECT NO. ST25310, BID NO. 25.164, QUESTCDN NO. 9683132
BID OPENING 06/17/2025 02:00 PM CDT

					Engineer Estimate		Cherokee Pride Construction Inc./ Sapulpa, ok		Gober Construction LLC - Tulsa, OK		Grade Line Construction, LLC	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
101	SP 9.0	REMOVE AND REPLACE P.C. CONCRETE STREET SECTION	Sq Yd	6120	$127.60	$780,912.00	$85.00	$520,200.00	$81.00	$495,720.00	$123.00	$752,760.00
102	SP 9.0	FULL DEPTH PCC PATCHING	Sq Yd	1561	$224.40	$350,288.40	$130.00	$202,930.00	$120.00	$187,320.00	$145.00	$226,345.00
103	SP 10.0	REMOVE AND REPLACE P.C. CONCRETE BARRIER CURB & GUTTER	Ln Ft	272	$38.50	$10,472.00	$35.00	$9,520.00	$45.00	$12,240.00	$25.00	$6,800.00
104	SP 11.0	REMOVE AND REPLACE P.C. CONCRETE SIDEWALK	Sq Yd	1418	$77.00	$109,186.00	$85.00	$120,530.00	$55.00	$77,990.00	$75.00	$106,350.00
105	SP 12.0	REMOVE AND REPLACE 6" CONCRETE DRIVEWAY (6" H.E.S.)	Sq Yd	115	$88.00	$10,120.00	$90.00	$10,350.00	$65.00	$7,475.00	$125.00	$14,375.00
106	SP 13.0	REMOVE AND REPLACE CURB RAMP	Ea	38	$2,090.00	$79,420.00	$2,000.00	$76,000.00	$1,500.00	$57,000.00	$2,000.00	$76,000.00
107	SP 19.0	INSTALL CURB RAMP (COBA TYPE "D")	Ea	8	$1,980.00	$15,840.00	$1,750.00	$14,000.00	$1,600.00	$12,800.00	$1,850.00	$14,800.00
108	SP 20.0	FLOWABLE FILL	Cu Yd	10	$55.00	$550.00	$200.00	$2,000.00	$300.00	$3,000.00	$120.00	$1,200.00
109	SP 23.0	VALVE BOXES ADJUST TO GRADE (INCLUDING CONCRETE COLLARS)	Ea	2	$550.00	$1,100.00	$500.00	$1,000.00	$1,700.00	$3,400.00	$450.00	$900.00
110	SP 24.0	ADJUST MANHOLE TO GRADE (INCLUDING CONCRETE COLLARS LESS THAN 4")	Ea	7	$1,100.00	$7,700.00	$1,000.00	$7,000.00	$1,500.00	$10,500.00	$1,350.00	$9,450.00
111	SP 27.0	SOLID SLAB SODDING	Sq Yd	1330	$8.80	$11,704.00	$5.00	$6,650.00	$5.00	$6,650.00	$6.00	$7,980.00
112	SP 32.0	SUBGRADE METHOD B	Sq Yd	211	$5.50	$1,160.50	$1.00	$211.00	$25.00	$5,275.00	$2.50	$527.50
113	SP 34.0	AGGREGATE BASE TYPE A	Cu Yd	36	$66.00	$2,376.00	$60.00	$2,160.00	$55.00	$1,980.00	$69.00	$2,484.00
114	SP 35.0	SEPARATOR FABRIC	Sq Yd	281	$3.30	$927.30	$2.00	$562.00	$3.00	$843.00	$2.00	$562.00
115	SP 45.0	UNCLASSIFIED EXCAVATION	Cu Yd	36	$27.50	$990.00	$30.00	$1,080.00	$20.00	$720.00	$45.00	$1,620.00
116	SP 45.0	UNCLASSIFIED BORROW/FILL	Cu Yd	10	$88.00	$880.00	$100.00	$1,000.00	$20.00	$200.00	$60.00	$600.00
117	SP 47.0	CRACK CLEANING AND SEALING (P.C. CONCRETE PAVEMENT)	Ln Ft	4000	$19.80	$79,200.00	$5.00	$20,000.00	$3.50	$14,000.00	$4.00	$16,000.00
118	BA 401	6" AWWA C900 DR-18 PVC PIPE INSTALLATION (WATER)	Ln Ft	105	$165.00	$17,325.00	$150.00	$15,750.00	$55.00	$5,775.00	$145.00	$15,225.00
119	BA 410A	6" 45 DEGREE DUCTILE IRON BEND	Ea	4	$1,320.00	$5,280.00	$1,000.00	$4,000.00	$750.00	$3,000.00	$1,200.00	$4,800.00
120	BA 410D	6" DUCTILE IRON SLEEVE	Ea	2	$1,320.00	$2,640.00	$1,000.00	$2,000.00	$650.00	$1,300.00	$800.00	$1,600.00
121	ST27	4' CITY OF BROKEN ARROW RECESSED INLET WITH MANHOLE STD ST27	Ea	1	$9,350.00	$9,350.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$12,000.00	$12,000.00
122	COT 611(G)	STANDARD DROP INLET DESIGN 2, COMPLETE IN PLACE	Ea	1	$6,050.00	$6,050.00	$7,000.00	$7,000.00	$15,000.00	$15,000.00	$5,600.00	$5,600.00
123	ODOT 220	SWPPP DOCUMENTATION AND MANAGEMENT	LS	1	$20,900.00	$20,900.00	$50,000.00	$50,000.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00
124	ODOT 409	FABRIC REINFORCEMENT (TENSAR GP25)	Sq Yd	13425	$5.50	$73,837.50	$4.30	$57,727.50	$2.25	$30,206.25	$4.65	$62,426.25
125	ODOT 411(H)	SUPERPAVE, TYPE S3(PATCH)(PG 64-22 OK)	TON	80	$224.40	$17,952.00	$300.00	$24,000.00	$150.00	$12,000.00	$315.00	$25,200.00
126	ODOT 411(C)	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	1510	$143.00	$215,930.00	$110.00	$166,100.00	$150.00	$226,500.00	$116.50	$175,915.00
127	ODOT 412	COLD MILLING PAVEMENT	Sq Yd	13425	$4.40	$59,070.00	$2.85	$38,261.25	$25.00	$335,625.00	$3.25	$43,631.25
128	ODOT 509(D)	CLASS C CONCRETE	Cu Yd	3	$1,100.00	$3,300.00	$1,000.00	$3,000.00	$500.00	$1,500.00	$1,000.00	$3,000.00
129	ODOT 611(A)	MANHOLE (5' DIA.)	Ea	1	$6,050.00	$6,050.00	$2,850.00	$2,850.00	$5,700.00	$5,700.00	$5,300.00	$5,300.00
130	ODOT 613(A)	18" R.C. PIPE CLASS III, COMPLETE IN PLACE	Ln Ft	60	$132.00	$7,920.00	$125.00	$7,500.00	$65.00	$3,900.00	$105.00	$6,300.00
131	ODOT 613(A)	24" R.C. PIPE CLASS III, COMPLETE IN PLACE	Ln Ft	215	$165.00	$35,475.00	$145.00	$31,175.00	$90.00	$19,350.00	$135.00	$29,025.00
132	ODOT 619(B)	REMOVAL OF ASPHALT PAVEMENT	Sq Yd	347	$13.20	$4,580.40	$10.00	$3,470.00	$75.00	$26,025.00	$15.00	$5,205.00
133	ODOT 622(A)	3" PIPE RAILING	Ln Ft	10	$192.50	$1,925.00	$100.00	$1,000.00	$500.00	$5,000.00	$300.00	$3,000.00
134	ODOT SPECIAL	INSTALL CURB RAMP (ODOT TYPE "C")	Ea	1	$1,870.00	$1,870.00	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$1,850.00	$1,850.00
135	ODOT SPECIAL	REMOVE AND REPLACE 6" VALLEY GUTTER	Sq Yd	10	$165.00	$1,650.00	$100.00	$1,000.00	$375.00	$3,750.00	$135.00	$1,350.00
136	SPECIAL	REMOVE SPEED HUMP	Ea	5	$1,650.00	$8,250.00	$1,000.00	$5,000.00	$1,900.00	$9,500.00	$300.00	$1,500.00
137	SPECIAL	PROJECT SIGN	Ea	4	$1,100.00	$4,400.00	$800.00	$3,200.00	$2,500.00	$10,000.00	$1,650.00	$6,600.00
Base Bid Total:						$1,966,581.10		$1,427,226.75		$1,627,744.25		$1,673,281.00

I certify that this is a true and correct Tabulation of Bids received at 1:45 pm on June 17, 2025. This document does not imply that the contract will be awarded to any particular bidder. The City reserves the right to accept or reject any and all bids.

Travis Small, P.E., CFM
Transportation Division Manager

City of Broken Arrow

Request for Action

File #: 25-946, **Version:** 1

Broken Arrow City Council
07-14-2025

Title:

Consideration, discussion, and possible approval of BAZ-002205-2025 (Rezoning), The Villas at Battle Creek, approximately 7.39 acres, CG (Commercial General) to RS-P (Single-Family Residential-Preservation), located south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)

Background:

BAZ-002205-2025 is a request to rezone approximately 7.39-acres from CG to RS-P. The property is located approximately south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue) and is unplatted.

The applicant is requesting this rezoning for the purpose of developing a single-family neighborhood. The area requested to be rezoned to RS-P (Single-Family Residential - Preservation) is designated as Level 3 in the Comprehensive Plan via COMP-001404-2024 approved by City Council on May 21, 2024.

The proposed RS-P zoning will become effective on July 1, 2025. This request, if recommended for approval, will be considered by the City Council after the effective date of the new ordinance. Below is a brief summary of the new ordinance requirements for this RS-P district.

Requirement	RS-P Specification	Provided
Lot Frontage	35’	Yes
Lot Size	3,500 sq ft	Yes
Transition Buffer	Not required (property does not abut single-family lots)	N/A
Common Open Space	25% (7.40 x .25= 1.85 acres)	Approximately 2.2 acres

This development will have primary access via Aspen Avenue and Omaha Street and will have no road connection to the neighborhood to the east.

During the meeting held June 12, 2025, the Planning Commission recommended approval (3-0) of BAZ-002205-2025 per Staff recommendation. Staff recommended that this request be approved subject to the property being platted. During the public comment period, three neighbors spoke in opposition to this application. The main concerns raised by residents were related to traffic on both Aspen and Omaha streets.

Cost:	$0
Funding Source:	-
Requested By:	Rocky Henkel, Community Development Director
Approved By:	City Manager's Office
Attachments:	Planning Commission Staff Report Case Map Aerial Image Comprehensive Plan Conceptual Exhibit Informational Letter from the Applicant

Recommendation:

Approve BAZ-002205-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-871, **Version:** 1

Broken Arrow Planning Commission
06-12-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding BAZ-002205-2025 (Rezoning), The Villas at Battle Creek, approximately 7.39 acres, CG (Commercial General) to RS-P (Single-Family Residential-Preservation), located south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)
Background:	
Applicant:	Tim Terral, Tulsa Engineering and Planning
Owner:	BC Land Holding Co LLC
Developer:	Capital Homes
Engineer:	Tulsa Engineering and Planning
Location:	South of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue)
Size of Tract	Approximately 7.39 acres
Number of Lots:	35
Present Zoning:	CG (Commercial General)
Proposed Zoning:	RS-P (Single-Family Residential - Preservation)
Comp Plan:	Level 3 (Transition Area) Level 3 via COMP-001404-2024 approved by City Council on May 21, 2024

BAZ-002205-2025 is a request to rezone from CG to RS-P on approximately 7.39 acres that is currently unplatted. The property is located approximately south of Omaha Street (51st Street), one-eighth mile east of Aspen Avenue (145th East Avenue).

The applicant is requesting this rezoning for the purpose of developing a single-family neighborhood. The area requested to be rezoned to RS-P (Single-Family Residential - Preservation) is designated as Level 3 in the Comprehensive Plan via COMP-001404-2024 approved by City Council on May 21, 2024.

The proposed RS-P zoning will become effective on July 1, 2025. This request, if recommended for approval, will be considered by the City Council after the new ordinance effective date. Below is a brief summary of the new ordinance requirements for this RS-P district.

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This development will have primary access via Aspen Avenue and Omaha Street and will have no road connection to the neighborhood to the east.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3,4	CG	Vacant
East	Private Recreation	CG/PUD-94	Golf Course
South	Level 6	CG	Vacant
West	Level 6	CH	Vacant

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

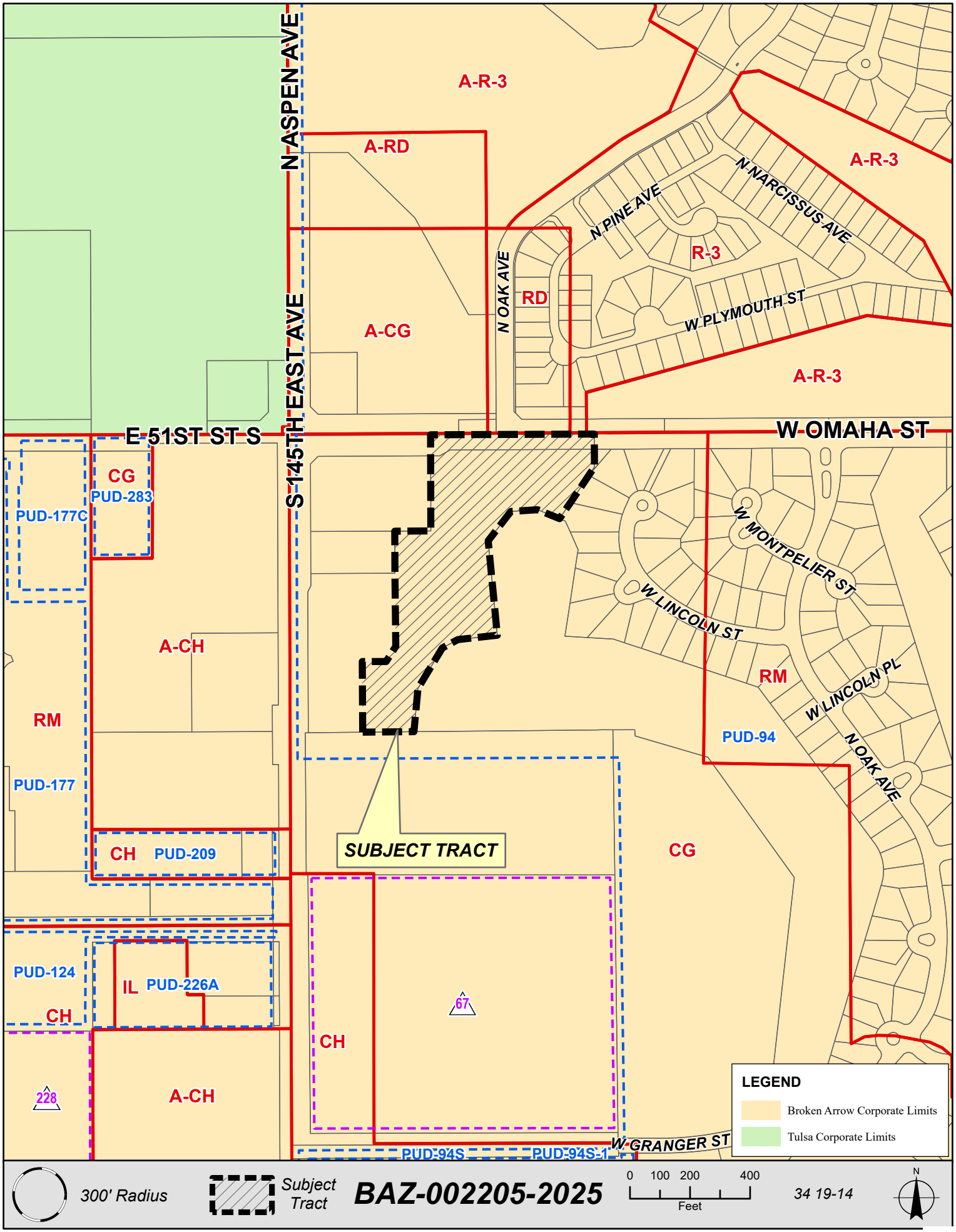
Attachments: Case Map
Aerial Photo
Current Comprehensive Plan Map
Conceptual Exhibit
Information Letter from Applicant

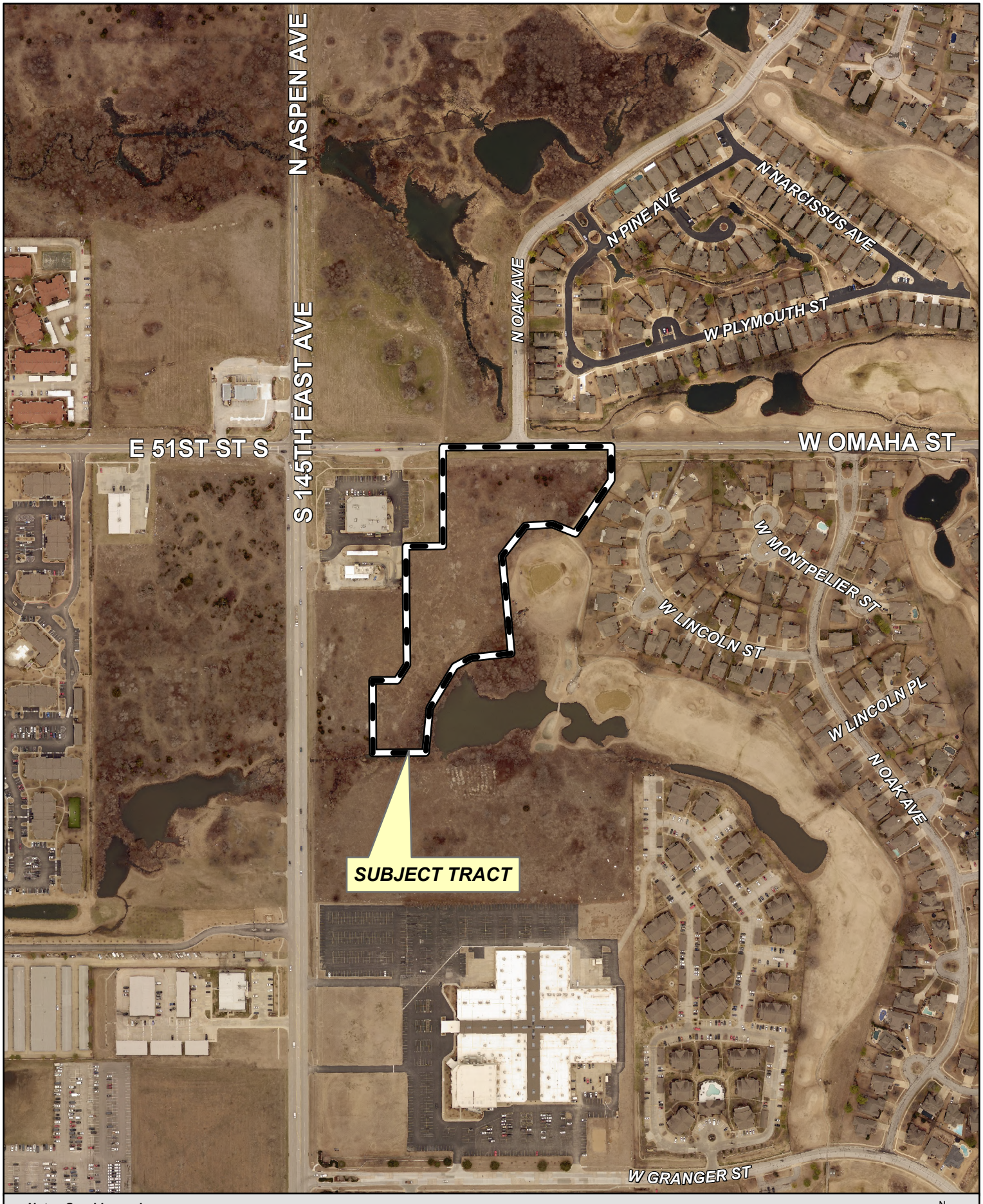
Recommendation:
Based on the location of the property, surrounding land uses, and the conceptual layout provided the requirements of RS-P are met, Staff recommends BAZ-002205-2025 be approved, subject to the property being platted.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

JJ


N ASPEN AVE
S 145TH EAST AVE
E 51ST ST S
W OMAHA ST
A-R-3
A-RD
A-CG
RD
R-3
N PINE AVE
N NARCISSUS AVE
N OAK AVE
W PLYMOUTH ST
W MONTPELIER ST
W LINCOLN ST
W LINCOLN PL
CG
PUD-283
PUD-177C
A-CH
RM
PUD-177
PUD-94
CH
PUD-209
SUBJECT TRACT
PUD-124
IL
PUD-226A
67
228
W GRANGER ST
PUD-94S
PUD-94S-1
LEGEND
Broken Arrow Corporate Limits
Tulsa Corporate Limits
300' Radius
Subject Tract
BAZ-002205-2025
0 100 200 400
Feet
34 19-14
N



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

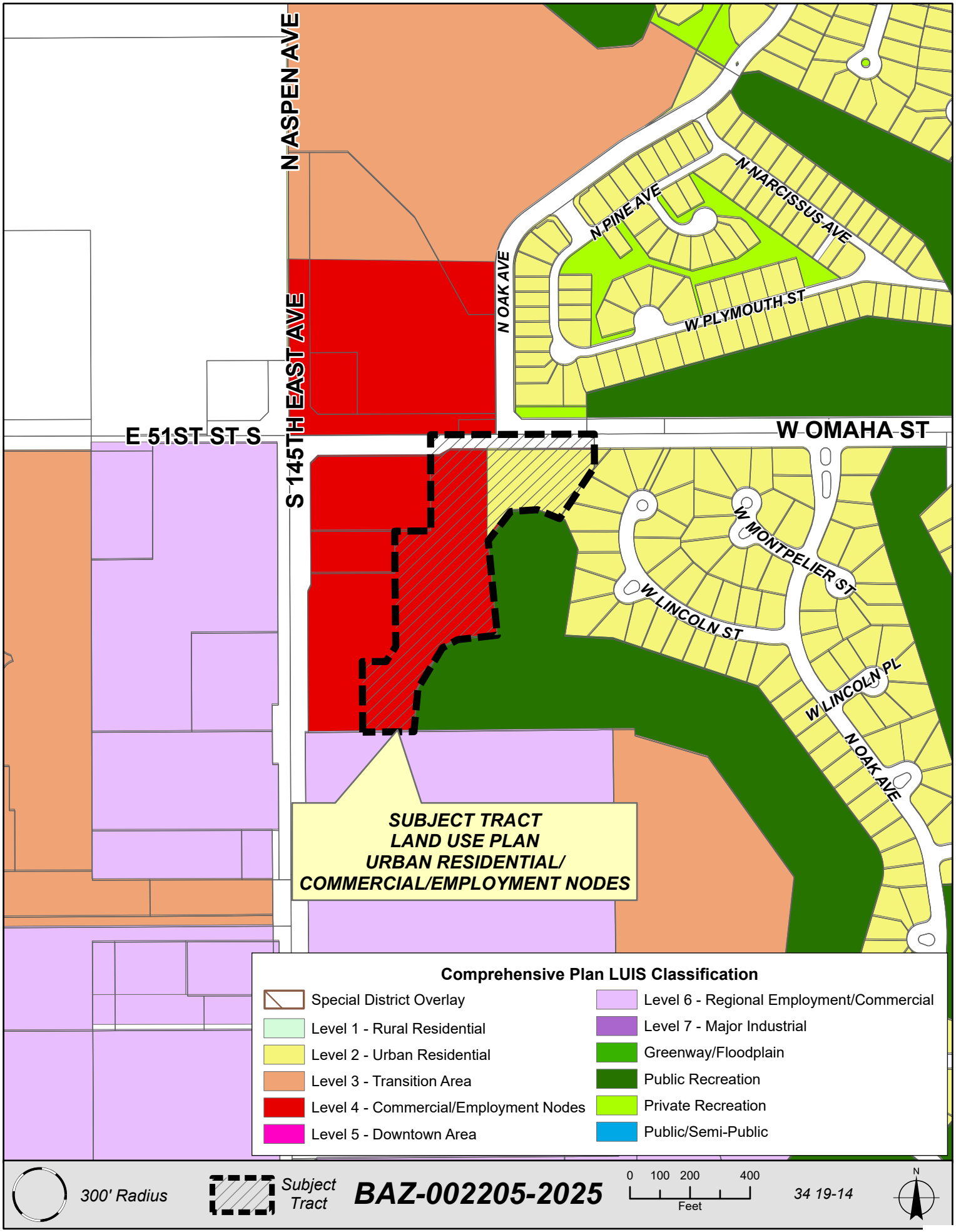
Subject Tract

BAZ-002205-2025

0 100 200 400
Feet

34 19-14

N


N ASPEN AVE
S 145TH EAST AVE
E 51ST ST S
W OMAHA ST
N OAK AVE
N PINE AVE
N NARCISSUS AVE
W PLYMOUTH ST
W MONTPELIER ST
W LINCOLN ST
W LINCOLN PL
N OAK AVE
SUBJECT TRACT
LAND USE PLAN
URBAN RESIDENTIAL/
COMMERCIAL/EMPLOYMENT NODES
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002205-2025
0 100 200 400
Feet
34 19-14
N

OWNER / DEVELOPER

BC Land Holding Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

ENGINEER

Route 66 Engineering, LLC
an Oklahoma Limited Liability Company
28 West Street
Sapulpa, Oklahoma 74066
Phone: 918.852.1458
CA # 8853 Ren. Date June 30th 2025
bcox@66eng.com

SURVEYOR

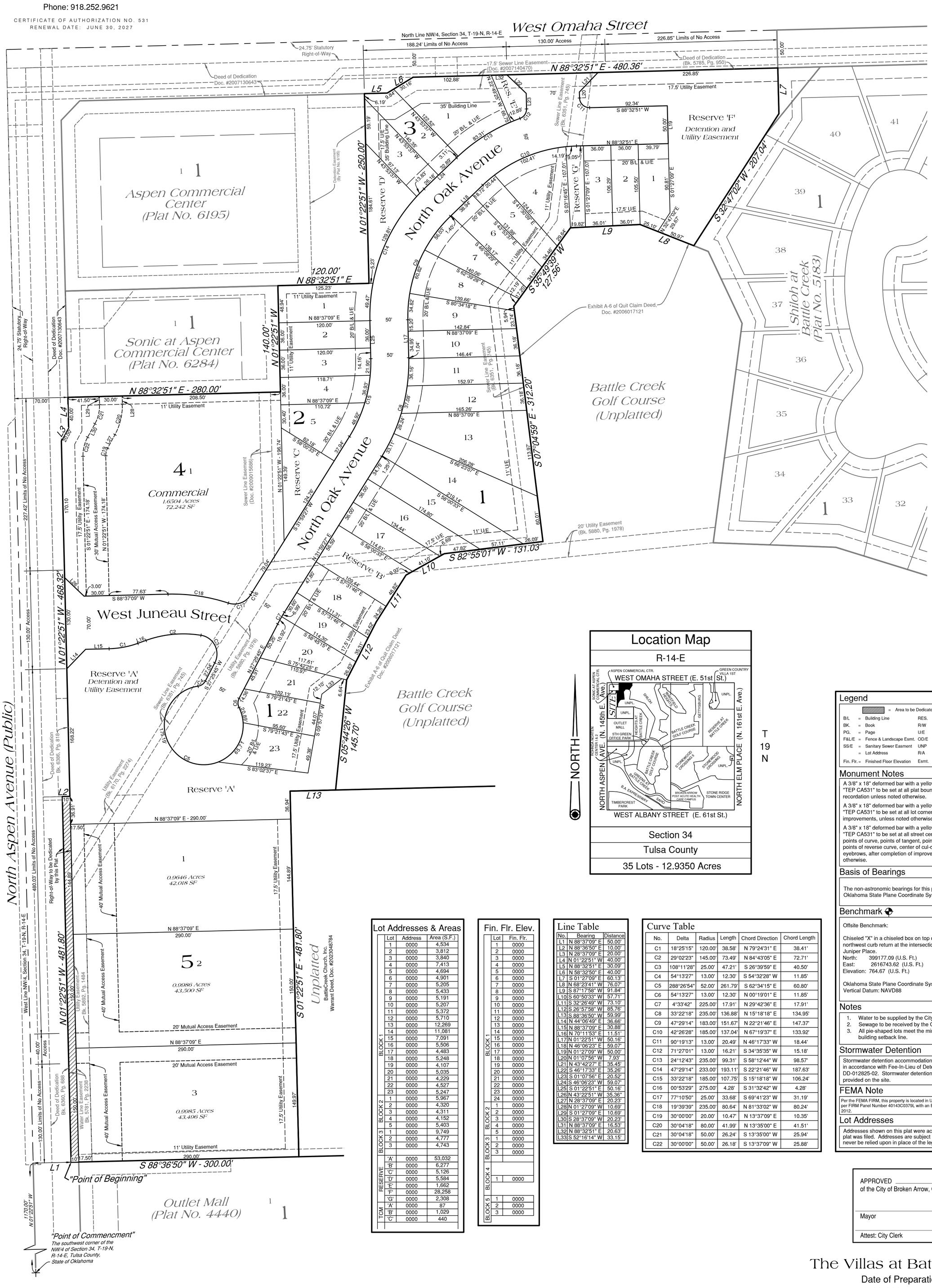
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2027

Preliminary Plat

The Villas at Battle Creek

A subdivision in the City of Broken Arrow, being a part of the NW/4 of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

60 30 0 60 120 180
SCALE: 1"=60'



Location Map

R-14-E

NORTH

T 19 N

Section 34

Tulsa County

35 Lots - 12.9350 Acres

Legend

	= Area to be Dedicated per this Plat				
B/L	= Building Line	RES.	=	Reserve
BK.	= Book	R/W	=	Right of Way
PG.	= Page	U/E	=	Utility Easement
F&L/E	= Fence & Landscape Esmt.	OD/E	=	Overland Drainage Esmt.
SS/E	= Sanitary Sewer Easment	UNP	=	Unplatted
	= Lot Address	R/A	=	Restricted Access
Fin. Flr.	= Finished Floor Elevation	Esmt.	=	Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on the Oklahoma State Plane Coordinate System-North Zone NAD83.

Benchmark

Offsite Benchmark:

Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
North: 399177.09 (U.S. Ft.)
East: 2616743.62 (U.S. Ft.)
Elevation: 764.67 (U.S. Ft.)

Oklahoma State Plane Coordinate System North Zone NAD83
Vertical Datum: NAVD88

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All pie-shaped lots meet the minimum lot width at the building setback line.

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD-012825-02. Stormwater detention for this plat will be provided on the site.

FEMA Note

Per the FEMA FIRM, this property is located in Unshaded FEMA Flood Zone "X", per FIRM Panel Number 40143C0379L with an Effective date of October 16, 2012.

Lot Addresses

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

Lot Addresses & Areas

	Lot	Address	Area (S.F.)
BLOCK 1	1	0000	4,534
	2	0000	3,812
	3	0000	3,840
	4	0000	7,413
	5	0000	4,694
	6	0000	4,901
	7	0000	5,205
	8	0000	5,433
	9	0000	5,191
	10	0000	5,207
	11	0000	5,372
	12	0000	5,710
	13	0000	12,269
	14	0000	11,081
	15	0000	7,091
	16	0000	5,506
	17	0000	4,483
	18	0000	5,248
	19	0000	4,107
	20	0000	5,035
	21	0000	4,229
	22	0000	4,527
	23	0000	5,247
BLOCK 2	1	0000	5,967
	2	0000	4,320
	3	0000	4,311
	4	0000	4,152
	5	0000	5,403
BLOCK 3	1	0000	9,749
	2	0000	4,777
	3	0000	4,743
RESERVE	'A'	0000	53,032
	'B'	0000	6,277
	'C'	0000	5,126
	'D'	0000	5,584
	'E'	0000	1,662
	'F'	0000	28,258
	'G'	0000	2,308
TCM	'A'	0000	87
	'B'	0000	1,029
	'C'	0000	440

Fin. Flr. Elev.

	Lot	Fin. Flr.
BLOCK 1	1	0000
	2	0000
	3	0000
	4	0000
	5	0000
	6	0000
	7	0000
	8	0000
	9	0000
	10	0000
	11	0000
	12	0000
	13	0000
	14	0000
	15	0000
	16	0000
	17	0000
	18	0000
	19	0000
	20	0000
	21	0000
	22	0000
	23	0000
	24	0000
BLOCK 2	1	0000
	2	0000
	3	0000
	4	0000
	5	0000
BLOCK 3	1	0000
	2	0000
	3	0000
BLOCK 4	1	0000
BLOCK 5	1	0000
	2	0000
	3	0000

Line Table

No.	Bearing	Distance
L1	N 88°37'09" E	50.00'
L2	N 88°36'50" E	10.00'
L3	N 28°37'09" E	20.00'
L4	N 01°22'51" W	40.00'
L5	N 88°32'51" E	30.09'
L6	N 58°32'50" E	40.00'
L7	S 01°27'09" E	60.13'
L8	N 68°23'41" W	76.07'
L9	S 87°17'58" W	91.84'
L10	S 60°50'33" W	57.71'
L11	S 32°26'49" W	73.10'
L12	S 26°57'58" W	85.76'
L13	S 88°36'50" W	59.99'
L14	N 44°06'49" E	36.66'
L15	N 88°37'09" E	30.88'
L16	N 70°11'53" E	11.51'
L17	N 01°22'51" W	50.16'
L18	N 46°06'23" E	59.07'
L19	N 01°27'09" W	50.00'
L20	N 01°07'56" W	7.93'
L21	N 43°42'27" E	35.45'
L22	S 46°17'33" E	35.26'
L23	S 01°07'56" E	20.52'
L24	S 46°06'23" W	59.07'
L25	S 01°22'51" E	50.16'
L26	N 43°22'51" W	35.36"
L27	N 28°37'09" E	20.23'
L28	N 01°27'09" W	10.69'
L29	S 01°27'09" E	10.69'
L30	S 28°37'09" W	20.23'
L31	N 88°37'09" E	16.53'
L32	N 88°32'51" E	20.63'
L33	S 52°16'14" W	33.15'

Curve Table

No.	Delta	Radius	Length	Chord Direction	Chord Length
C1	18°25'15"	120.00'	38.58'	N 79°24'31" E	38.41'
C2	29°02'23"	145.00'	73.49'	N 84°43'05" E	72.71'
C3	108°11'28"	25.00'	47.21'	S 26°39'59" E	40.50'
C4	54°13'27"	13.00'	12.30'	S 54°32'28" W	11.85'
C5	288°26'54"	52.00'	261.79'	S 62°34'15" E	60.80'
C6	54°13'27"	13.00'	12.30'	N 00°19'01" E	11.85'
C7	4°33'42"	225.00'	17.91'	N 29°42'36" E	17.91'
C8	33°22'18"	235.00'	136.88'	N 15°18'18" E	134.95'
C9	47°29'14"	183.00'	151.67'	N 22°21'46" E	147.37'
C10	42°26'28"	185.00'	137.04'	N 67°19'37" E	133.92'
C11	90°19'13"	13.00'	20.49'	N 46°17'33" W	18.44'
C12	71°27'01"	13.00'	16.21'	S 34°35'35" W	15.18'
C13	24°12'43"	235.00'	99.31'	S 58°12'44" W	98.57'
C14	47°29'14"	233.00'	193.11'	S 22°21'46" W	187.63'
C15	33°22'18"	185.00'	107.75'	S 15°18'18" W	106.24'
C16	00°53'29"	275.00'	4.28'	S 31°32'42" W	4.28'
C17	77°10'50"	25.00'	33.68'	S 69°41'23" W	31.19'
C18	19°39'39"	235.00'	80.64'	N 81°33'02" W	80.24'
C19	30°00'00"	20.00'	10.47'	N 13°37'09" E	10.35'
C20	30°04'18"	80.00'	41.99'	N 13°35'00" E	41.51'
C21	30°04'18"	50.00'	26.24'	S 13°35'00" W	25.94'
C22	30°00'00"	50.00'	26.18'	S 13°37'09" W	25.88'

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

The Villas at Battle Creek
Date of Preparation: April 9, 2025
PT00-000 Sheet 1 of 2

G:\21-056\Final\21-056.00 - Preliminary Plat.dwg, 6/09/2025 - 11:55 AM

DOERNER | SAUNDERS
DANIEL & ANDERSON
LLP LAWYERS

June 3, 2025

Dear Property Owner:

My name is Nathan Cross and I am the attorney and representative for BC Land Holding Company, LLC, in connection with its proposed rezoning of some property in Broken Arrow.

You may recall that I sent you a letter last year regarding a Comprehensive Plan Amendment covering an approximately 15 acre property in the southwest quadrant of Omaha Avenue and Aspen Avenue. That request was approved by the City Council last in May of last year.

In that letter, I explained that a rezoning request would follow. We have now filed for rezoning of a portion of that property and you may have received a copy of a notice that was recently mailed by the City of Broken Arrow notifying you of a formal application that was submitted to the City of Broken Arrow seeking approval of a rezoning of an approximately 7.4 acre tract from Commercial General (CG) to Single-Family Residential Preservation (RS-P) to allow for construction of single-family homes and preservation of open space. For reference, I have enclosed an exhibit to help orient you to the location of the subject property and to illustrate the request.

I hope that this letter and the attached illustration have been informative. Should you have questions prior to the meeting, please feel free to contact me.

Sincerely,

Nathan S. Cross of
DOERNER, SAUNDERS, DANIEL & ANDERSON, L.L.P.

Nathan S. Cross
P: 918.591.5252
F: 918.925.5252
ncross@dsda.com
Tulsa, OK

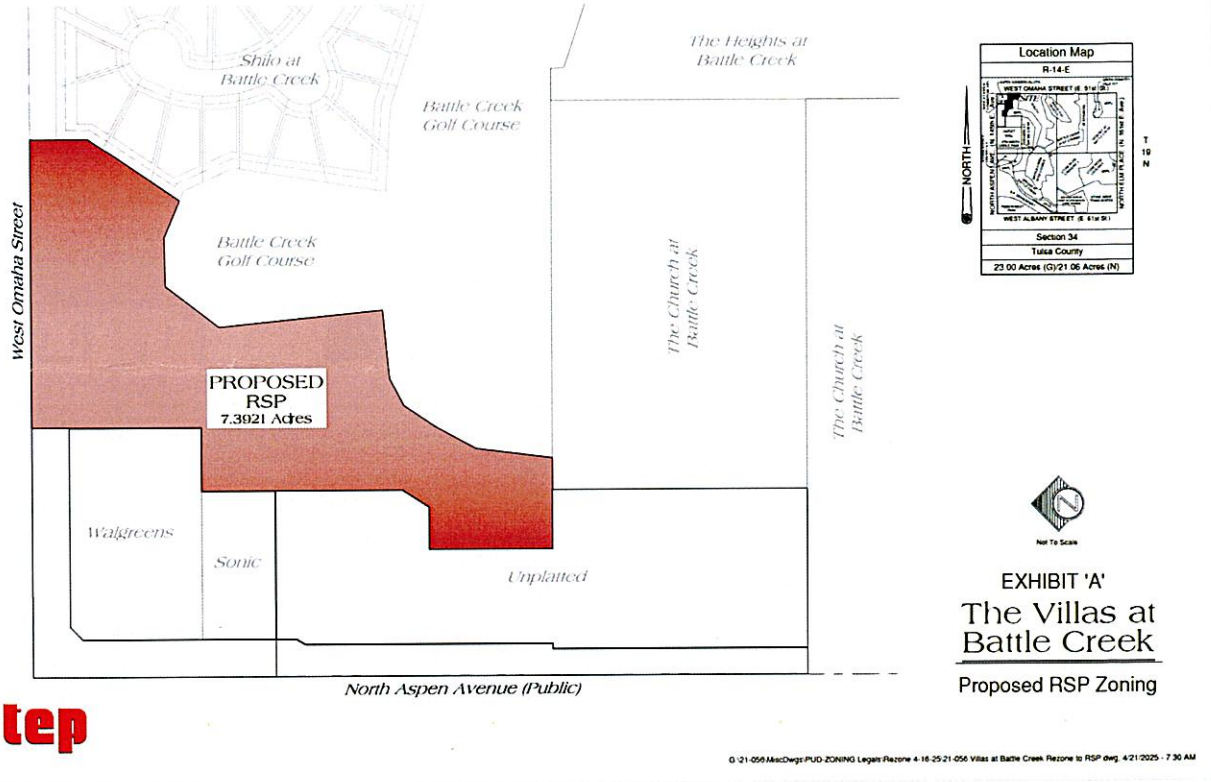
P: 918.582.1211
F: 918.591.5360
Williams Center Tower II
Two West Second Street, Suite 700
Tulsa, OK 74103-3117

P: 405.319.3500
F: 405.319.3509
Oklahoma Tower
210 Park Avenue, Suite 1200
Oklahoma City, OK 73102

www.dsda.com

Proposed Rezoning Area

(Marked in Red)



City of Broken Arrow

Request for Action

File #: 25-957, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion, and possible action regarding COMP-002154-2025 (Comprehensive Plan Change), Tower Corner, 11.40 acres, Levels 4 & 3 to Level 4, located on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane)

Background:
COMP-002154-2025 is a request to change the Comprehensive Plan designation from Levels 3 and 4 to all Level 4 on approximately 11.40 acres which is currently unplatted. The property is located approximately on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane).

The applicant is requesting this change to the comprehensive plan for the purpose of constructing a water tower and the future development of the remaining property as a commercial area. Pending approval of this amendment to the comprehensive plan, the applicant intends to submit a rezoning request to change the zoning to CG (Commercial General).

Amending the Comprehensive Plan to Level 4 could potentially support a future rezoning to any zoning district identified as possible or allowed within the Comprehensive Plan level. Table 4-1: Land Use Intensity System Zoning District Table, of the Comprehensive Plan identifies these potential districts.

This item was heard by Planning Commission on June 26, 2025 and was approved with a 5-0 vote per Staff recommendation. One neighboring resident ask questions about the development and one person submitted a letter in opposition to this item. Their concerns included the lack of a clear development plan.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments:
Planning Commission Staff Report
Case Map
Aerial Photo
Current Comprehensive Plan
Property Survey

Recommendation:
Approve COMP-002154-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-932, **Version:** 1

Broken Arrow Planning Commission
06-26-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
	Public hearing, consideration, and possible action regarding COMP-002154-2025 (Comprehensive Plan Change), Tower Corner, 11.40 acres, Levels 4 & 3 to Level 4, located on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane)
Background:	
Applicant:	City of Broken Arrow
Owner:	Broken Arrow Municipal Authority
Developer:	City of Broken Arrow
Engineer:	City of Broken Arrow
Location:	On the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane)
Size of Tract	11.40 acres
Number of Lots:	1
Present Zoning:	A-1 (Agricultural)
Comp Plan:	Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)

COMP-002154-2025 is a request to change the Comprehensive Plan designation from Levels 3 and 4 to all Level 4 on approximately 11.40 acres which is currently unplatted. The property is located approximately on the northeast corner of New Orleans Street (101st Street) and 9th Street (Lynn Lane).

The applicant is requesting this change to the comprehensive plan for the purpose of constructing a water tower and the future development of the remaining property as a commercial area. Pending approval of this amendment to the comprehensive plan, the applicant intends to submit a rezoning request to change the zoning to CG (Commercial General).

Amending the Comprehensive Plan to Level 4 could potentially support a future rezoning to any zoning district identified as possible or allowed within the Comprehensive Plan level. Table 4-1: Land Use Intensity System Zoning District Table, of the Comprehensive Plan identifies these potential districts.

Table 4-1: Land Use Intensity System Zoning Districts Table

Zoning Districts	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
A-1: Agricultural District	Allowed						
RE: Residential Estate District	Allowed						
RS-1: SF Residential District	Allowed						
R-2: SF Residential District	Possible	Allowed	Possible				
RS-2: SF Residential District	Possible	Allowed	Possible				
RS-3: SF Residential District	Possible	Allowed	Possible				
RS-4: SF Residential District		Allowed	Allowed				
RD: Residential Duplex District		Possible	Allowed				
RM: Residential MF District			Allowed	Possible	Possible		
RMH: Residential Mobile Home District			Allowed				
NM: Neighborhood Mixed Use District			Allowed	Allowed			
CM: Community Mixed-Use District			Possible	Allowed			
DM: Downtown Mixed-Use Core District					Allowed		
DF: Downtown Fringe District					Allowed		
ON: Office Neighborhood District		Possible	Allowed	Allowed	Possible		
CN: Commercial Neighborhood District				Allowed	Possible	Allowed	
CG: Commercial General District				Allowed	Possible	Allowed	
CH: Commercial Heavy District						Allowed	Possible
IL: Industrial Light District						Possible	Allowed
IH: Industrial Heavy District							Allowed

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3 (Transition Area)	A-1 (Agricultural)	Large Lot Residential
East	Level 2 (Urban Residential)	A-1 (Agricultural)	Large Lot Residential
South	Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)	A-RE (Annexed Residential Estate)	Large Lot Residential/Undeveloped
West	Level 3 (Transition Area) and Level 4 (Commercial/Employment Nodes)	A-1 (Agricultural)	Large Lot Residential/Undeveloped

According to FEMA Maps, none of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow and will be extended to the property during the engineering and platting phase of the development.

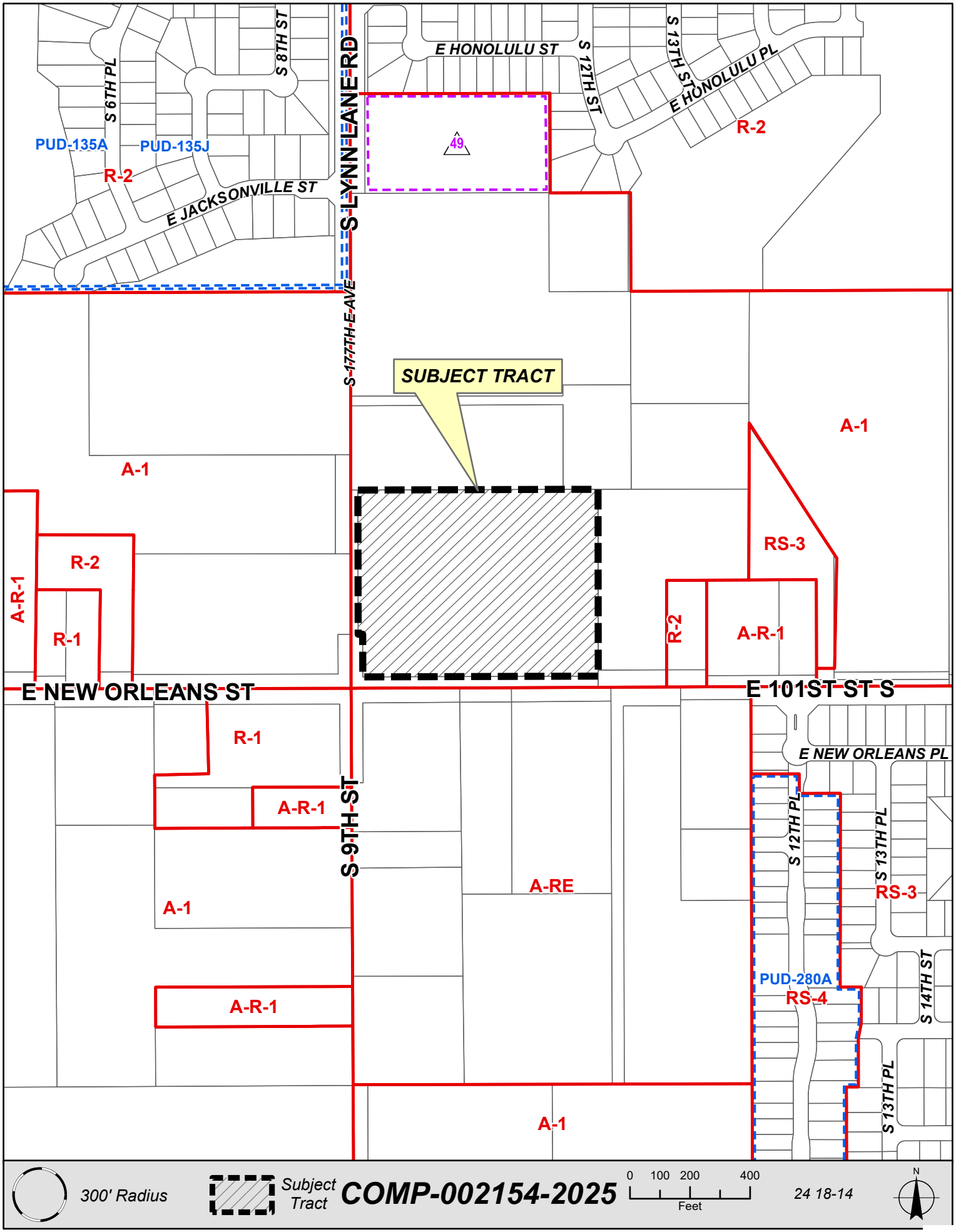
Attachments: Case Map
Aerial Photo
Current Comprehensive Plan Map
Property Survey

Recommendation:
Based on the location of the property and surrounding land uses, Staff recommends COMP-002154-2025 be approved.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

ALY


S 6TH PL
S 8TH ST
S LYNN LANE RD
E HONOLULU ST
S 12TH ST
S 13TH ST
E HONOLULU PL
R-2
PUD-135A
PUD-135J
R-2
49
E JACKSONVILLE ST
S 177TH E AVE
SUBJECT TRACT
A-1
A-1
RS-3
A-R-1
R-2
R-2
R-1
A-R-1
E NEW ORLEANS ST
E 101ST ST S
E NEW ORLEANS PL
R-1
S 9TH ST
A-R-1
S 12TH PL
S 13TH PL
A-RE
RS-3
A-1
PUD-280A
RS-4
S 14TH ST
A-R-1
S 13TH PL
A-1
300' Radius
Subject Tract
COMP-002154-2025
0 100 200 400
Feet
24 18-14
N



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

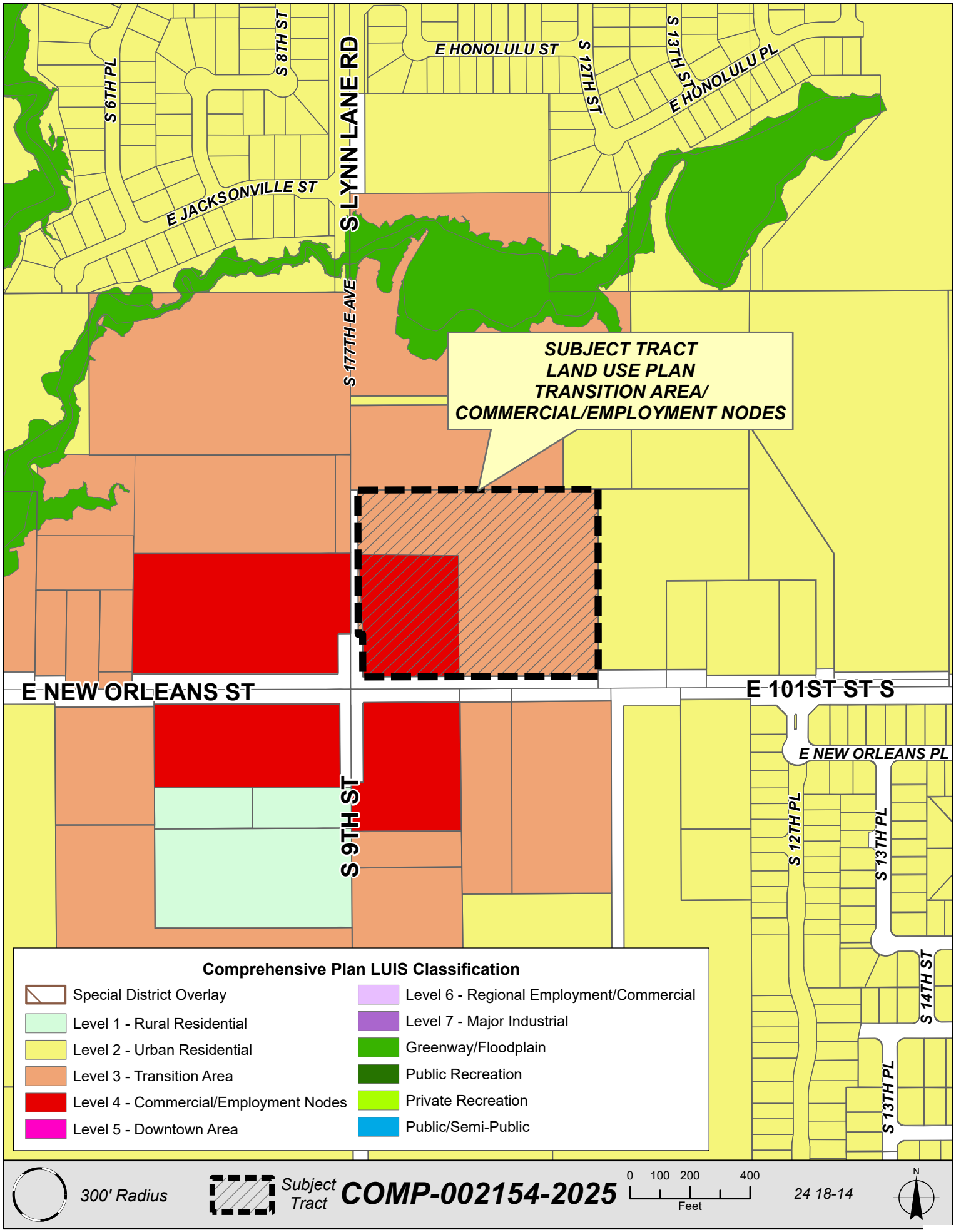
Subject Tract

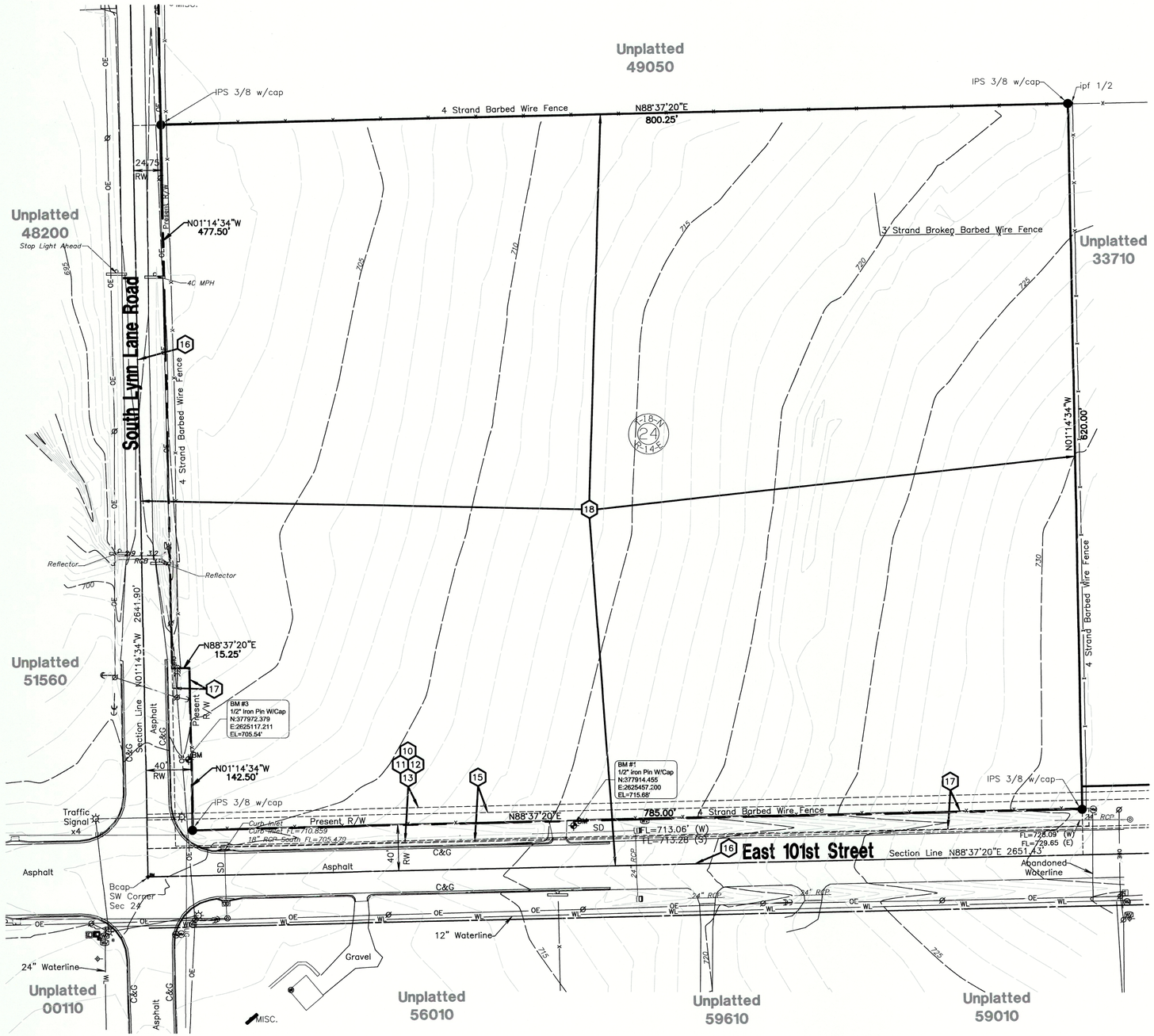
COMP-002154-2025

0 100 200 400
Feet

24 18-14

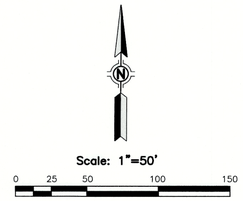
N


S 6TH PL
S 8TH ST
S LYNN LANE RD
E HONOLULU ST
S 12TH ST
S 13TH ST
E HONOLULU PL
E JACKSONVILLE ST
S 177TH E AVE
SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA/
COMMERCIAL/EMPLOYMENT NODES
E NEW ORLEANS ST
E 101ST ST S
E NEW ORLEANS PL
S 9TH ST
S 12TH PL
S 13TH PL
S 14TH ST
S 13TH PL
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
COMP-002154-2025
0 100 200 400
Feet
24 18-14
N



Legend

BC	BOTTOM OF CURB
BM	BENCHMARK
BW	BOTTOM OF WALL
C&G	CURB & GUTTER
FL	FLOWLINE (INVERT)
GM	GAS METER
GUY	GUY WIRE DOWN
GV	GAS VALVE
OE	OVERHEAD ELECTRIC
PP	POWER POLE
SS	SANITARY SEWER
SSMH	SANITARY STORM DRAIN MANHOLE
TC	TOP OF CURB
TRLP	TRAFFIC LIGHT POLE
TRMH	TRAFFIC MANHOLE
TW	TOP OF WALL
UC	UNDERGROUND CABLE
UE	UNDERGROUND ELECTRIC
UG	UNDERGROUND GAS





Location Map

Exceptions (X)

9. ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF SUNCO PARTNERS REAL ESTATE ACQUISITION LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED NOVEMBER 15, 2011, FILED JULY 2, 2012, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2012063843. (DOES NOT AFFECT SUBJECT PROPERTY/RELEASED 5/20/1960)

10. EASEMENT IN FAVOR OF FERMON TAYLOR, N.D. COVINGTON, C.L. HAMILTON, ROBERT FRIEZE, MELVIN OGLE, R.P. RIDLEY, JACK STEVENS, HELEN K. BRENNAN AND THOMAS J. HARDMAN, DATED SEPTEMBER 7, 1965, FILED SEPTEMBER 10, 1965, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 3622 AT PAGE 634. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)

11. TERMS, CONDITIONS, AND PROVISIONS OF THE AGREEMENT BY AND BETWEEN FERMON TAYLOR, N.D. COVINGTON, C.L. HAMILTON, ROBERT FRIEZE, MELVIN OGLE, JACK STEVENS, HELEN K. BRENNAN, R.P. RIDLEY AND THOMAS J. HARMAN, AND CHAS S. HALL, DATED SEPTEMBER 1, 1965, FILED SEPTEMBER 10, 1965, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 3622 AT PAGE 638. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)

12. DISSOLUTION OF UNINCORPORATED ASSOCIATION RECITALS IN FAVOR OF THE CITY OF BROKEN ARROW, DATED DECEMBER 8, 1987, FILED DECEMBER 8, 1987, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 5068 AT PAGE 2039. (AFFECTS SUBJECT PROPERTY AS SHOWN. SEE EXCEPTION 13.)

13. ASSIGNMENT OF EASEMENTS IN FAVOR OF THE CITY OF BROKEN ARROW, A MUNICIPAL CORPORATION, DATED NOVEMBER 25, 1987, FILED DECEMBER 11, 1987, AND RECORDED IN BOOK 5069 AT PAGE 731. (AFFECTS AS SHOWN)

14. ORDINANCE NO. 208, DATED JUNE 7, 1966, FILED MARCH 30, 1979, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 4389 AT PAGE 1853. (DOES NOT AFFECT SUBJECT PROPERTY)

15. EASEMENT AND RIGHT OF WAY IN FAVOR OF GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, DATED JULY 2, 1979, FILED JULY 9, 1979, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 4411 AT PAGE 1814; ASSIGNED BY SPECIAL WARRANTY DEED AND ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF VALOR TELECOMMUNICATIONS OF OKLAHOMA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DATED JUNE 20, 2000, FILED JULY 19, 2000, AND RECORDED IN BOOK 6391 AT PAGE 1004. (AFFECTS SUBJECT PROPERTY AS SHOWN)

16. ORDINANCE NO. 2398, DATED NOVEMBER 19, 2001, FILED DECEMBER 4, 2001, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK IN BOOK 6644 AT PAGE 2202. (AFFECTS SUBJECT PROPERTY AS BLANKET AND AS SHOWN)

17. JOURNAL ENTRY OF JUDGEMENT, CASE NO. CJ-2008-2836 IN THE DISTRICT COURT OF TULSA COUNTY; DATED NOVEMBER 21, 2008, FILED DECEMBER 8, 2008, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2017057325. (AFFECTS SUBJECT PROPERTY AS SHOWN)

18. RESOLUTION NO. 1024 AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE, DATED JUNE 5, 2017, FILED JUNE 20, 2017, AND RECORDED IN THE OFFICE OF THE TULSA COUNTY CLERK AS DOCUMENT NO. 2017057325. (AFFECTS SUBJECT PROPERTY AS BLANKET AND AS SHOWN)

Notes

1. ALL EASEMENTS AND RIGHTS OF WAY THAT ARE CONTAINED IN THE TITLE COMMITMENT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF JULY 26, 2017 AT 7:59 AM, COMMITMENT NO: 17-7204H, ARE SHOWN AND NOTED HEREON.
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
3. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!).
4. THE PROPERTY DESCRIBED HEREON CONTAINS 496,155 SQUARE FEET OR 11.39 ACRES MORE OR LESS.
5. THE PROPERTY CONTAINS NO STRIPED PARKING AREAS.
6. THE PROPERTY DESCRIBED HAS BEEN EXAMINED BY A MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP TULSA COUNTY, OKLAHOMA, MAP NO. 40143C0394M, MAP REVISED: SEPTEMBER 30, 2016, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) NOT SHADED WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
7. EXCEPT AS SHOWN HEREON, THERE ARE NO ENCROACHMENTS OR PROTRUSIONS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS OR VISIBLE IMPROVEMENTS ON THE SUBJECT PROPERTY.
8. EXCEPT AS SHOWN HEREON, THERE ARE NO ENCROACHMENTS ON THE SUBJECT PROPERTY BY BUILDINGS OR VISIBLE IMPROVEMENTS SITUATED ON ADJOINING PREMISES.
9. THE BASIS OF BEARING IS BASED ON THE SOUTH LINE OF SECTION 24, T-18-N, R-14-E, AND AS BEING N88°37'20"E.
10. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
11. THERE IS NO OBSERVED EVIDENCE OF THE SITE BEING IN A WETLAND AREA.
12. THERE IS NO OBSERVED EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
13. THE VERTICAL DATUM FOR THIS SURVEY IS BASED ON NAVD88 GPS DATA.
14. THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED OKLAHOMA STATE PLANE NAD83.

Legal Description

THE SOUTH 660 FEET OF THE WEST 825 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4 SW/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT THE SOUTH 24.75 FEET AND LESS AND EXCEPT THE WEST 24.75 FEET THEREOF, AND LESS AND EXCEPT BEGINNING 182.50 FEET NORTH AND 24.75 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4); THENCE EAST 15.25 FEET; THENCE SOUTH 142.50 FEET; THENCE EAST 790.75 FEET; THENCE SOUTH 15.25 FEET; THENCE WEST 806 FEET; THENCE NORTH 157.75 FEET TO THE POINT OF BEGINNING.

ALTA ACSM LAND TITLE SURVEY

of part of

The SW 1/4 of The SW 1/4 of Section 24 T-18-N , R-14-E

Broken Arrow Municipal Authority

Tulsa County, Oklahoma

Surveyor's Certification

WE, BENNETT SURVEYING, INC. DO HEREBY CERTIFY TO:
FIDELITY NATIONAL TITLE INSURANCE COMPANY
BROKEN ARROW MUNICIPAL AUTHORITY, AN OKLAHOMA MUNICIPAL CORPORATION
LINDA M. SCHLEGEL N/K/A LINDA M. MAIN; ELIZABETH ANNE READ; RUSSELL FLOYD READ, IV; AND BETTY WINFREY
COMMERCIAL TITLE & ESCROW SERVICES, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 5, 8, 11, 13, 14, AND 16 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 19, 2017.

WITNESS MY HAND AND SEAL THIS 20TH DAY OF SEPTEMBER, 2017.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

BENNETT SURVEYING, INC.
BY: Cliff Bennett
CLIFF BENNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1815

BEFORE YOU DIG
1-800-522-6543
CALL OKIE

Utility Statement

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES.

Benchmark Notes BM

BM #1	BM #3
1/2" Iron Pin W/Cap	1/2" Iron Pin W/Cap
N:377914.455	N:377972.379
E:2625457.200	E:2625117.211
EL=715.68'	EL=705.54'

REVISIONS	BY	DATE
-	-	-

BENNETT SURVEYING, INC.
P.O. BOX 848, CHOUTEAU, OK 74337
PHONE: (918) 476-7484 FAX: (918) 476-7485
C.A. NO.: 4503 EXP. DATE: 6/30/18
www.bennettsurveying.com cliff@bennettsurveying.com

FILE:	1814.24	SURVEY BY: DM	SURVEY DATE: 09/19/17
ORDER:	173451	DRAWN BY: GA	SCALE: 1"=50'
ORIG. DOC. DATE:	08/23/17	CHECKED BY: CB	SHEET 1 OF 1

City of Broken Arrow

Request for Action

File #: 25-958, **Version:** 1

Broken Arrow City Council
07-14-2025

Title:

Consideration, discussion, and possible approval of BAZ-002238-2025 (Rezoning), Harvest Church, approximately 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road)

Background:

BAZ-002238-2025 is a request to rezone approximately 6.45 acres from A-1 (Agricultural) to CG (Commercial General) for Harvest Church, a proposed commercial development with future place of assembly planned. This property is located at the northwest corner of Washington Street (91st Street) and 9th Street (Lynn Lane Road).

The proposed development will have access both from New Orleans Street to the south and Lynn Lane Road to the east. This property is Comprehensive Plan Level 4, which supports a rezoning to CG. Part of the property is planned to be used for Harvest Church, with the rest of the property being commercial development. A Specific Use Permit for place of assembly is expected to be submitted at a future date.

During the meeting held June 26, 2025, the Planning Commission recommended approval (5-0) of BAZ-002238-2025 per Staff recommendation. Staff recommended that be approved subject to platting. During the public comment period two citizens signed up to speak and asked questions about the layout and development of the site.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial
Comprehensive Plan

Recommendation:
Approve BAZ-002238-2025 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
06-26-2025

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

..title

Public hearing, consideration, and possible action regarding BAZ-002238-2025 (Rezoning), Harvest Church, 6.45 acres, A-1 (Agricultural) to CG (Commercial General), located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

..End

Background:

Applicant:	Route 66 Engineering
Owner:	Danny Nguyen
Developer:	N/A
Engineer:	Route 66 Engineering
Location:	Northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)
Size of Tract	6.45 acres
Number of Lots:	1
Present Zoning:	A-1 (Agricultural)
Proposed Zoning:	CG (Commercial General)
Comp Plan:	Level 4

BAZ-002238-2025 is a request to change the zoning designation of 6.45 acres from A-1 (Agricultural) to CG (Commercial General). The property is located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road) and is unplatted.

The proposed development will have access both from New Orleans Street to the south and Lynn Lane Road to the east. This property is Comprehensive Plan Level 4, which supports a rezoning to CG. Part of the property is planned to be used for Harvest Church, with the rest of the property being commercial development. A Specific Use Permit for place of assembly is expected to be submitted at a future date.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 3	A-1	Single Family Residence
East	Level 6	A-1	Vacant
South	Level 6	R-1 & A-1	Single Family Residence
West	Level 3	R-2	Single Family Residence

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain.

Attachments:
Case Map
Aerial
Comprehensive Plan

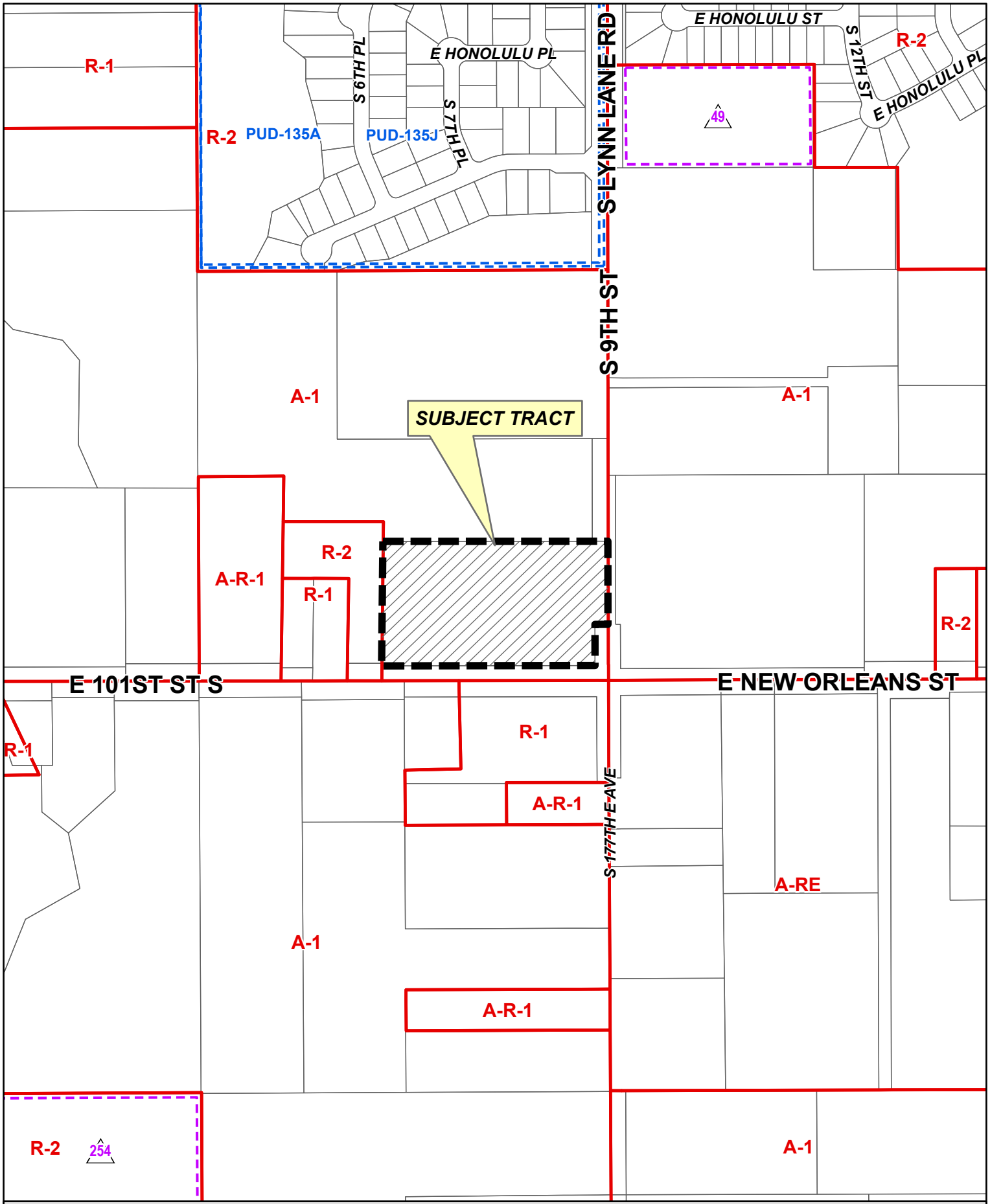
Recommendation:

Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002238-2025 be approved subject to the property being platted.

Reviewed by: Amanda Yamaguchi

Approved by: Rocky Henkel

MEH


R-1
R-2
PUD-135A
PUD-135J
S 6TH PL
S 7TH PL
E HONOLULU PL
E HONOLULU ST
S 12TH ST
E HONOLULU PL
S LYNN LANE RD
S 9TH ST
49
A-1
SUBJECT TRACT
A-1
R-2
A-R-1
R-1
R-2
E 101ST ST S
E NEW ORLEANS ST
R-1
R-1
A-R-1
S 177TH E AVE
A-RE
A-1
A-R-1
R-2
254
A-1
300' Radius
Subject Tract
BAZ-002238-2025
0 100 200 400
Feet
23 18-14
N



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

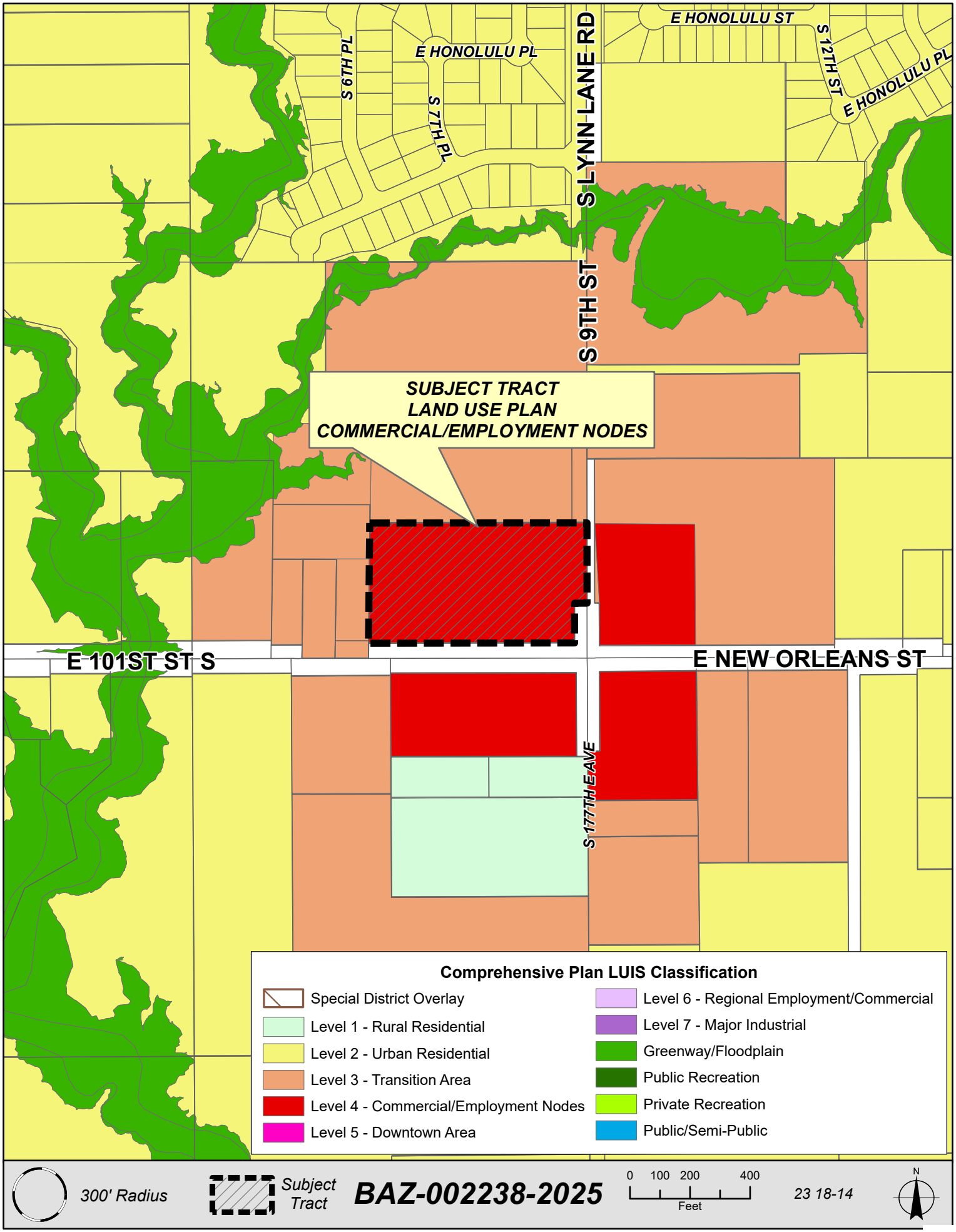
Subject Tract

BAZ-002238-2025

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Feet

23 18-14

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E HONOLULU ST
S 12TH ST
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S 6TH PL
E HONOLULU PL
S 7TH PL
S LYNN LANE RD
S 9TH ST
SUBJECT TRACT
LAND USE PLAN
COMMERCIAL/EMPLOYMENT NODES
E 101ST ST S
E NEW ORLEANS ST
S 177TH E AVE
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002238-2025
0 100 200 400
Feet
23 18-14
N

City of Broken Arrow

Request for Action

File #: 25-1030, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion, and possible approval of and authorization to execute a 3-year Promotional License agreement with Scotfest, Inc.

Background:
Scotfest is an authentic Scottish festival and a celebration of Scottish, Irish and Celtic culture. This amazing event consists of folk, roots, rock & pop music, highland athletics, pipes & drums, highland and Irish dance. Whisky tastings, vendors and a great selection of beer and food from the Scottish, Irish and British homelands.

Since 2018, this festival has always been held on the third weekend in September in the Broken Arrow Events Park. With current construction activities occurring in Broken Arrow Events Park, Scotfest will celebrate its 45 th year at Central Park. This year's Scotfest will take place September 19,2025 through September 21, 2025.

At July 1, 2025, Visit Broken Arrow (VBA) Board Meeting, to further strengthen and enhance the partnership between Scotfest and the City of Broken Arrow, the VBA recommended approval of a 3-year agreement that will ensure continued success for the community. This promotional license agreement is eligible for two (2) additional renewals if all requirements of the agreement have been satisfied. Year one (1) of the agreement will be funded by the General Fund. The General Fund could be reimbursed from hotel rebates through VBA funding in year one of this agreement. Based on the amount of hotel rooms occupied during year one of this agreement, VBA funds could be utilized for year two of this agreement, and VBA funding could be utilized for year three of this agreement if the hotel rooms occupied in year two justify VBA funding.

Due to the temporary re-location, patrons will continue to utilize Northeastern State University (NSU) for parking. To facilitate event goers to and from the event, Scotfest will be providing a shuttle service to and from Central Park and NSU.

Cost: Up to $25,000 in Funding (General Fund)

Funding Source: General Fund General Government

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Promotional License Agreement

Recommendation:
Approve and authorize execution of a 3-year Promotional License agreement with Scotfest, Inc.

PROMOTIONAL LICENSE ON CITY PROPERTY
Scotfest 2025

The City of Broken Arrow (CITY) hereby enters into this agreement with the Scotfest, Inc. (SCOT). The CITY hereby grants license to SCOT for the use of the entire Central Park and Community Center (PARK) beginning at 5 pm on Wednesday, September 10, 2025, and expiring on Tuesday, September 23, 2025, at 5pm. All event related equipment shall be removed and the inside of the community center restored to its pre-event condition by Monday, September 22 at 5pm. The license grants SCOT the use of the PARK for the Scotfest event.

The license grants SCOT the use of the park for setup purposes only beginning at 5 pm on Wednesday, September 10, 2025, until 4pm Friday, September 19, 2025. The event may run on Friday, September 19, 2025, between 6 pm and 11 pm, Saturday, September 20 from 9 am until 11 pm and Sunday, September 21 from 9 am until 6 pm. The PARK may be used until Tuesday, September 23 at 5 pm for clean-up purposes only at which time this license will expire, and all event related equipment will be removed and the PARK restored to pre-event condition. The front area parking and inside of Central Park Community Center must be accessible up until 8 am on Friday, September 12, 2025, and then beginning at 5 pm on Tuesday, September 22, 2025.

SCOT may select at their discretion and expense, such promotional facilities and displays as it deems desirable as needed for recreational, artistic or cultural displays. Permits, if required, shall be the responsibility of SCOT to obtain from appropriate CITY offices. SCOT may select or limit the vendors who are permitted to sell wares within the licensed area; however, this license does not provide for any such restrictions to private property. SCOT shall ensure that all such vendors have valid sales tax identifications numbers and shall require by contract that all such vendors collect and report sales tax to Broken Arrow's account with the Oklahoma Tax Commission. SCOT shall provide a vendor list to the City by Aug. 10, 2025. The CITY retains the right to enforce all ordinances of the CITY as are applicable and appropriate to the location. Unless otherwise agreed by the parties, SCOT shall be solely responsible for all costs of installation, maintenance, and repair of any facilities required, selected, or permitted by it as part of the cultural festival and highland games activities, and shall hold the CITY harmless from any claims arising in tort or in contract from the selections, installation, maintenance, or operation of such facilities or from the grant or refusal of vendor permits. Provided further that the actual selection of sites for any additional attracts, including but not limited to, carnival rides and other buildings/facilities, which are located in the park, shall be subject to the approval of the Event Liaison and Chief Building Inspector or other person(s) designated by the CITY.

The SCOT shall further be responsible for arranging for all such utilities as may be required, including adequate sanitary facilities, and shall also be responsible for arranging and obtaining the necessary permits for the food booths from Tulsa City-County Health Department. All beer, wine or alcohol sales shall meet the requirements of state and local law. SCOT shall ensure that there is sufficient security where beer, wine or alcohol is being sold. SCOT will provide a list of all food, beer, wine, or alcohol vendors to the CITY by Aug. 10, 2025.

SCOT or its licensees shall not remove or damage any trees or other plantings in the licensed area, nor damage any publicly owned property such as traffic signals, sidewalks, streets, etc. in any way. Damages to the park, parking lots, and other facilities within the park resulting from the event shall be repaired at the expense of the SCOT.

Neither SCOT nor any vendor may use any loudspeaker system or public address system, except for the speaker system used at the grandstands or designated entertainment areas absent the separate advance approval of the City Council.

SCOT shall be responsible for following the CITY's Special Event Regulations and for establishing and conducting a meeting with the Event Liaison prior to the start of any use of the park. Said meetings shall be called to arrange for all appropriate public safety responses, and to minimize the interference with other CITY functions and locations not involving the licensed premises. It is SCOT's responsibility to provide security within the event.

SCOT shall provide appropriate premise and general liability insurance policies with the single limit of $1 million for all losses caused by the use of the licensed premises during the duration of the license. A copy of the policy shall be filed with the Event Liaison prior to Aug. 10, 2025 and shall name the CITY as an additional named insured.

SCOT shall be responsible for assuring the prompt removal of all event facilities and construction materials and all activities. Such removal shall commence at the termination of the festivities and be completed by 5 p.m. on Tuesday, Sept. 23. This includes but is not limited to tents, restrooms, vendors, tables, barricades, etc. SCOT is responsible for removing all trash and general cleanup of the PARK. The PARK should be left as it was found.

It is SCOT responsibility to cancel events due to pending or forecasted inclement weather and to notify all parties of the cancellation. Should inclement weather be an imminent public safety concern then the City of Broken Arrow Emergency Manager shall have authority to cancel the event.

It is the responsibility of the CITY to provide the following items to SCOT for the 2025 Event:

$25,000 in General Fund grant funding

To be provided to SCOT by Aug. 15, 2025. Please send invoice to the Community Development Director, rhenkel@brokenarrowok.gov, by August 1, 2025.

Up to $20,000 in In-Kind City services

- Services from Police Department for outside the event and traffic flow
- Services from Fire/EMS Department for the event
- Services from the Streets & Stormwater Department for the event
- Services and rental from Parks & Recreation Department for the event
- Services from Maintenance Department for the event
- Use of City Stage for the event
- Water and Electric Utilities Fees Waived for the Event
- City services in excess of $20,000 will be the responsibility of SCOT.

Up to $5,000 in City marketing

- Advertisement on electronic billboard – artwork must be camera ready, 760x220px and sent electronically via email to Erin Hofener, Marketing & Communications Coordinator, Visit Broken Arrow, ehofener@visitbrokenarrowok.gov no later than August 1, 2025. The billboard ad will run for approximately 30 days leading up to the event.
- Flyer in Utility Bills – Artwork (double-sided 8.5x11) must be submitted to ehofener@visitbrokenarrowok.gov no later than July 25, 2025.
- No less than four (4) posts on Visit Broken Arrow's social media channels (Instagram and Facebook). Artwork is due no later than August 1, 2025, size must be 1080x1350 and camera ready. Submit artwork to ehofener@visitbrokenarrowok.gov.
- City marketing services in excess of $5,000 will be the responsibility of SCOT.

As a major sponsor of this event, it is the responsibility of SCOT to provide the following items to the CITY for the 2025 event:

- 20 VIP Single Day Tickets to the event
- Code or voucher to be used for 10% off event tickets for City employees. A citywide email to all employees will be emailed advertising the event and providing the discount code for purchase.
- 8 tickets to Scotfest Burns Night
- Both the Visit Broken Arrow logo AND City of Broken Arrow logo shall be used for the following:
    - Main Entry gate branding/co-branding
    - Event presenting area branding/co-branding (stage and/or field area recognition)
    - Logo included on collectible VIP and event participant/competitor/performer credentials
    - Tiered logo placement on festival t-shirts worn by volunteers and staff
    - Co-branded logo included on all printed ads, posters, flyers and related collaterals
    - Sponsor logo brand and branded content
    - Presenting level logo placement throughout website
- Due to the grant funding for this event, SCOT agrees to exclusively promote hotels located in Broken Arrow as the recommended lodging options for event guests. SCOT shall not advertise, suggest, or otherwise promote accommodations outside of Broken Arrow in any official event materials, websites, communications. An exception is made for River Spirit Casino Resort, which is understood to be utilized specifically for band members and athletes associated with the event.
- Two post-event summary presentations, provided by December 31, 2025. SCOT shall send a representative to present to the following:
    - The Visit Broken Arrow board during a regular VBA board meeting
    - The Broken Arrow City Council during a regular City Council meeting

  Post-event summaries must include, but are not limited to, pick-up reports of hotel nights booked at BA hotels, ticket sales, attendance, and budget outcomes.

Failure of SCOT to meet all CITY Special Event Regulations and CITY timelines related to the Event shall result in the forfeiture of SCOT's ability to utilize CITY property for the event and shall result in the termination of all of CITY responsibilities under this licensing agreement. Before terminating all CITY responsibilities, a letter will be sent identifying tasks out of compliance. All outstanding issues need to be reconciled within five (5) days of the letter date. If all outstanding issues are not resolved within the (5) five days of the date of the letter, all monies previously paid by the CITY to SCOT shall be reimbursed no later than (24) twenty-four hours of the date on the written demand.

All contract terms, except for funding source, dates, and location will remain the same for the 2026 and 2027 Scotfest event. Additionally, if justified, Visit Broken Arrow grant funding will be the funding source for the 2026 and 2027 Scotfest event. Additionally, the General Fund monies used in 2025 could be reimbursed by Visit Broken Arrow funding based on hotel rooms occupied in 2025. Any city services that exceed $20,000 will be the responsibility of SCOT for the 2026 and 2027 Scotfest event – Expires with the 2027 Promotional License.

Dated this _____ day of _____, 2025.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW,

OKLAHOMA

_____

Deputy City Attorney

_____

City Manager

ATTEST:

_____

City Clerk (Seal)

SCOTFEST | OKLAHOMA

_____

Executive Director

City of Broken Arrow

Request for Action

File #: 25-992, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Consideration, discussion and possible preview of Ordinance No. 3883, an amendment to Broken Arrow Code of Ordinances Section 26-9. “Limitation of obligation of city”, providing reimbursement for out-of-pocket expenses up to one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders and authorizing the City Manager to approve additional reimbursement for extenuating circumstances

Background:
This amendment to Section 26-9 provides reimbursement for LifeRide participants who, through no fault or election of their own, are transported from an emergency originating from within the corporate fence line by a mutual aid agency (such as EMSA, Pafford, or other ambulance transport agency) at the request of the Broken Arrow Fire Department. Requests for reimbursement of out-pocket expenses are capped at one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders. This amendment allows the City Manager to approve additional reimbursement beyond the cap of one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders in extenuating circumstances.

Cost: $0

Funding Source: Source

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager’s Office

Attachments: Ordinance No. 3883.

Recommendation:
Adopt Ordinance No. 3883.

ORDINANCE NO. 3883

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 26 - EMERGENCY MEDICAL SERVICES AND OUTSIDE THE CITY FIRE SUBSCRIPTION PROGRAM, SECTION 26-9 – LIMITATION OF OBLIGATION OF CITY; REPEALING ALL ORDINANCES TO THE CONTRARY; IMPLEMENTING AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code Chapter 26, Emergency Medical Services and Outside the City Fire Subscription Program, Sec. 26-9. – Limitation of obligation of city, is hereby amended to read as follows:

Sec. 26-9. Limitation of obligation of city.

Under no condition shall the city be obligated to pay any sum of money to any person eligible for the benefits conferred by this chapter. When any person elects to use any emergency medical service provider other than that provided by the city, the city shall have no liability or obligation to pay such person any benefits therefore. When the city is for any reason unable to provide emergency medical services as contemplated by this chapter, no person being refused emergency medical services at such time shall be entitled to make any claim or demand against the city, or receive any benefits from the city and the operation of the emergency medical service by the city is hereby declared to be a governmental function of the city for the health and welfare of all persons for whom benefits are provided by this chapter. However, LifeRide participants who, through no fault or election of their own, are transported from an emergency originating from within the corporate fence line by a mutual aid agency (such as EMSA, Pafford, or other ambulance transport agency) and requested by the City of Broken Arrow Fire Department, shall be reimbursed for out-of-pocket expenses up to one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders. The City Manager may authorize reimbursement in excess of one thousand five hundred dollars ($1,500) or forty percent (40%) for non-insurance holders in extenuating circumstances.

SECTION II. – Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. – Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 4th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) DEPUTY CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1009, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Consideration, discussion and possible preview of Ordinance No. 3884, an amendment to Broken Arrow Code of Ordinances Section 5-7 - Signs, providing an exception for billboards on City-owned property and allowing said billboards to exceed the maximum height and size otherwise applicable to signs

Background:
This amendment to Section 5.7 creates an exception for the prohibition against new billboards. Privately owned billboard signs may be permitted on City-owned property, subject to a valid lease agreement approved by the City Council. Such billboards shall comply with all applicable provisions of Section 5.7, including but not limited to requirements for illumination, maintenance, and aesthetic standards. Notwithstanding any limitations elsewhere in Section 5.7, Off-premises billboard signs permitted under this subsection may be allowed to exceed the maximum height and size otherwise applicable to signs, as expressly provided in the terms of the lease or as set by resolution of the City Council. All billboards permitted under this new exception are to comply with all requirements set by the Oklahoma Department of Transportation.

Cost: $0

Funding Source: Source

Requested By: Charlie Bright, Director of Engineering & Construction

Approved By: City Manager's Office

Attachments: Ordinance No. 3884.

Recommendation:
Adopt Ordinance No. 3884.

ORDINANCE NO. 3884

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES APPENDIX A - ZONING ORDINANCE, SECTION 5.7 – SIGNS, REGARDING OFF-PREMISES SIGNS ON CITY-OWNED PROPERTY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. Broken Arrow Code of Ordinances Appendix A – Zoning Ordinance, Sec. 5.7 – Signs, is hereby amended to read as follows:

5.7 Signs.

4. *Off-premises signs.* Off-premises signs shall not be permitted, except as provided in this Section and Section 5.7.D.

    a. Pre-existing billboards signs may be updated to ensure proper maintenance, and aesthetic quality. However, no new billboards shall be permitted, except as provided in Subsection (4)(b) below.

    b. Privately owned billboard signs may be permitted on City-owned property, subject to a valid lease agreement approved by the City Council. Such billboards shall comply with all applicable provisions of this Section 5.7, including but not limited to requirements for illumination, maintenance, and aesthetic standards. Notwithstanding any limitations elsewhere in this Section, Off-premises billboard signs permitted under this subsection may be allowed to exceed the maximum height and size otherwise applicable to signs, as expressly provided in the terms of the lease or as set by resolution of the City Council. All billboards permitted under this subsection shall comply with all applicable requirements set by the Oklahoma Department of Transportation.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 4th day of August, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) DEPUTY CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-880, **Version:** 1

Broken Arrow City Council
Meeting of: July 14, 2025

Title:
Consideration, discussion and possible adoption of Ordinance No. 3880 amending Chapter 23, Traffic, Article IV, Stopping, Standing and Parking, of the Broken Arrow Code of Ordinances, by adding Section 23-149, Reserved Parking for Designated City Officials; providing for enforcement, including towing of unauthorized vehicles; and declaring an emergency

Background:
The City of Broken Arrow seeks to enhance operational efficiency and accessibility at City Hall and other municipal facilities by designating reserved parking spaces for specific city officials. These reserved spaces will ensure that key officials have reliable access to parking, facilitating the timely performance of essential governmental duties. The proposed ordinance amends Chapter 23 of the Broken Arrow Municipal Code to authorize the designation of reserved parking spaces, establish clear signage requirements, and permit enforcement through citations and towing of unauthorized vehicles, in compliance with Oklahoma Statutes, Title 47 and Title 11, and the Broken Arrow Municipal Code. The ordinance includes provisions for proper notification, towing procedures, and penalties to ensure fair and consistent enforcement. This action aligns with the City's authority to regulate parking on municipal property and supports effective governance

Cost: Approximately $500 for the design, production, and installation of compliant parking signs at City Hall and other affected facilities.

Funding Source: General Fund

Requested By: City Manager's Office

Approved By: Trevor Dennis, City Attorney

Attachments: Ordinance No. 3880 - Reserved Parking for Designated City Officials

Recommendation:
Adopt Ordinance No. 3880 and approve the emergency clause.

ORDINANCE NO. 3880

AN ORDINANCE AMENDING CHAPTER 23, TRAFFIC, ARTICLE IV, STOPPING, STANDING AND PARKING, OF THE BROKEN ARROW CODE OF ORDINANCES, BY ADDING SECTION 23-149, RESERVED PARKING FOR DESIGNATED CITY OFFICIALS; PROVIDING FOR ENFORCEMENT, INCLUDING TOWING OF UNAUTHORIZED VEHICLES; AND DECLARING AN EMERGENCY

WHEREAS, the City of Broken Arrow, Oklahoma, recognizes the need to ensure efficient and accessible operations at City Hall and other municipal facilities; and

WHEREAS, designating reserved parking spaces for specific city officials, such as the City Manager, facilitates operational efficiency, accessibility, and the performance of essential governmental functions; and

WHEREAS, the City Council finds it necessary to establish clear regulations for the designation and enforcement of reserved parking spaces on municipal property to promote order and compliance with applicable laws; and

WHEREAS, the City of Broken Arrow has the authority under Oklahoma Statutes, Title 11, and its municipal charter to regulate parking on public property and enforce violations thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. A new Section 23-149 – Reserved Parking for Designated City Officials shall read as follows:

Sec. 23-149. – Reserved Parking for Designated City Officials

(a) Purpose. The purpose of this section is to designate reserved parking spaces on municipal property for specific city officials to ensure operational efficiency, accessibility, and the effective performance of governmental duties.

(b) Designation of Reserved Parking Spaces.

(1) The City Manager, or their designee, is authorized to designate specific parking spaces at City Hall and other municipal facilities as reserved for the exclusive use of designated city officials, including but not limited to the City Manager, for purposes of operational efficiency, accessibility, or security.

(2) Reserved parking spaces shall be clearly marked with signs indicating the reserved status, specifying the designated official or position (e.g., “Reserved for City Manager”), and providing notice that unauthorized vehicles are subject to towing at the owner’s expense. Signage shall comply with applicable state and local regulations, including visibility and content requirements.

(c) Prohibited Parking.

(1) No person shall park a vehicle in a reserved parking space designated under this section unless the vehicle is operated by or transporting the city official for whom the space is reserved.

(2) Unauthorized vehicles parked in a reserved parking space in violation of this section shall be subject to citation and/or towing at the vehicle owner's expense.

(d) Enforcement.

(1) The Broken Arrow Police Department, or any designated parking enforcement authority, is authorized to enforce this section by issuing citations or arranging for the towing of vehicles parked in violation of this section.

(2) Towing of unauthorized vehicles shall comply with Oklahoma Statutes, Title 47, and applicable provisions of the Broken Arrow Municipal Code, including proper notification to the vehicle owner and use of a licensed towing service.

(3) The City shall maintain a record of towed vehicles and provide a process for vehicle owners to contest towing in accordance with state and local law.

(e) Penalties.

(1) Violation of this section shall be punishable by a fine not to exceed $50.00 per occurrence, in addition to any towing and storage fees incurred.

(2) Repeated violations may result in additional penalties as provided by the Broken Arrow Municipal Code.

(f) Severability. If any provision of this section is found to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this section, which shall remain in full force and effect.

SECTION 2. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 3. An emergency exists for the preservation of the public health, peace, and safety and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 14 day of July, 2025.

MAYOR

ATTEST:

(SEAL) CITY CLERK

APPROVED:

CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1004, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3880; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause to be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3880

City of Broken Arrow

Request for Action

File #: 25-944, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2024

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3881, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2067 along with PUD-94W, generally located south of the southeast corner of Aspen Avenue (145th E. Avenue) and Dearborn Street (41st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-94W, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
Planned Unit Development (PUD)-94W and BAZ-2067 involve a 75.276-acre parcel located south of the southeast corner of Aspen Avenue (145th E. Avenue) and Dearborn Street (41st Street). Applicant is requesting a major amendment to PUD-94/PUD-94Q and is requesting that the underlying zoning be changed (BAZ-2067) from A-CG (Annexed-Commercial General), A-RD (Annexed-Residential Duplex) and A-R-3 (Annexed-Single-family Residential) to CG (Commercial General), RD (Residential Duplex) and RS-3 (Single-family Residential). BAZ-2067 and PUD-94W were approved by the City Council on November 5, 2020, subject to the property being platted. A 29.05-acre portion of the property was platted in Tulsa County as Honey Springs I at Battle Creek on June 4, 2025.

Staff recommends that the Council adopt Ordinance No. 3881 and approve the Emergency Clause.

Zoning Change: from A-CG (Annexed-Commercial General), A-RD (Annexed-Residential Duplex) and A-R-3 (Annexed-Single-family Residential) to RS-3 (Single-Family Residential) along with PUD-94W

Acreage: 29.05 acres

Legal description for RS-3 Zoning with PUD-94W
All of Honey Springs I at Battle Creek, a subdivision in the City of Broken Arrow, being a part of the northwest quarter (NW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Fourteen (14) East, of the Indian Base & Meridian, Tulsa County, State of Oklahoma

Cost: Recording Fees

Funding Source: General Government Operations

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Ordinance No. 3881
BAZ-2067 Case Map
Honey Springs 1 at Battle Creek Filed Plat

Recommendation:
Adopt Ordinance No. 3881 and approve the emergency clause.

ORDINANCE NO. 3881

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2067 along with PUD-94W, generally located southeast corner of Aspen Avenue (145th E. Avenue) and Dearborn Street (41st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-94W, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an RS-3 (Single-Family Residential) district; and

WHEREAS, rezoning case BAZ-2067 from A-CG (Annexed-Commercial General), A-RD (Annexed-Residential Duplex) and A-R-3 (Annexed-Single-family Residential) to RS-3 (Single-family Residential) and PUD-94Wwas approved by the Broken Arrow City Council on November 5, 2020, subject to the property being platted; and

WHEREAS, the property has been platted as Honey Springs I at Battle Creek. The plat for Honey Springs I at Battle Creek which contains 29.05 acres, was recorded in Tulsa County on June 4, 2025; and

WHEREAS, the property is generally located south of the southeast corner of Aspen Avenue (145th E. Avenue) and Dearborn Street (41st Street); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal description for RS-3 Zoning with PUD-94W

All of Honey Springs I at Battle Creek, a subdivision in the City of Broken Arrow, being a part of the northwest quarter (NW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range

Fourteen (14) East, of the Indian Base & Meridian, Tulsa County, State of Oklahoma

be and the same is hereby changed from A-CG (Annexed-Commercial General), A-RD (Annexed-Residential Duplex) and A-R-3 (Annexed-Single-family Residential) to RS-3 (Single-Family Residential) along with PUD-94W

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 14th day of July, 2025.

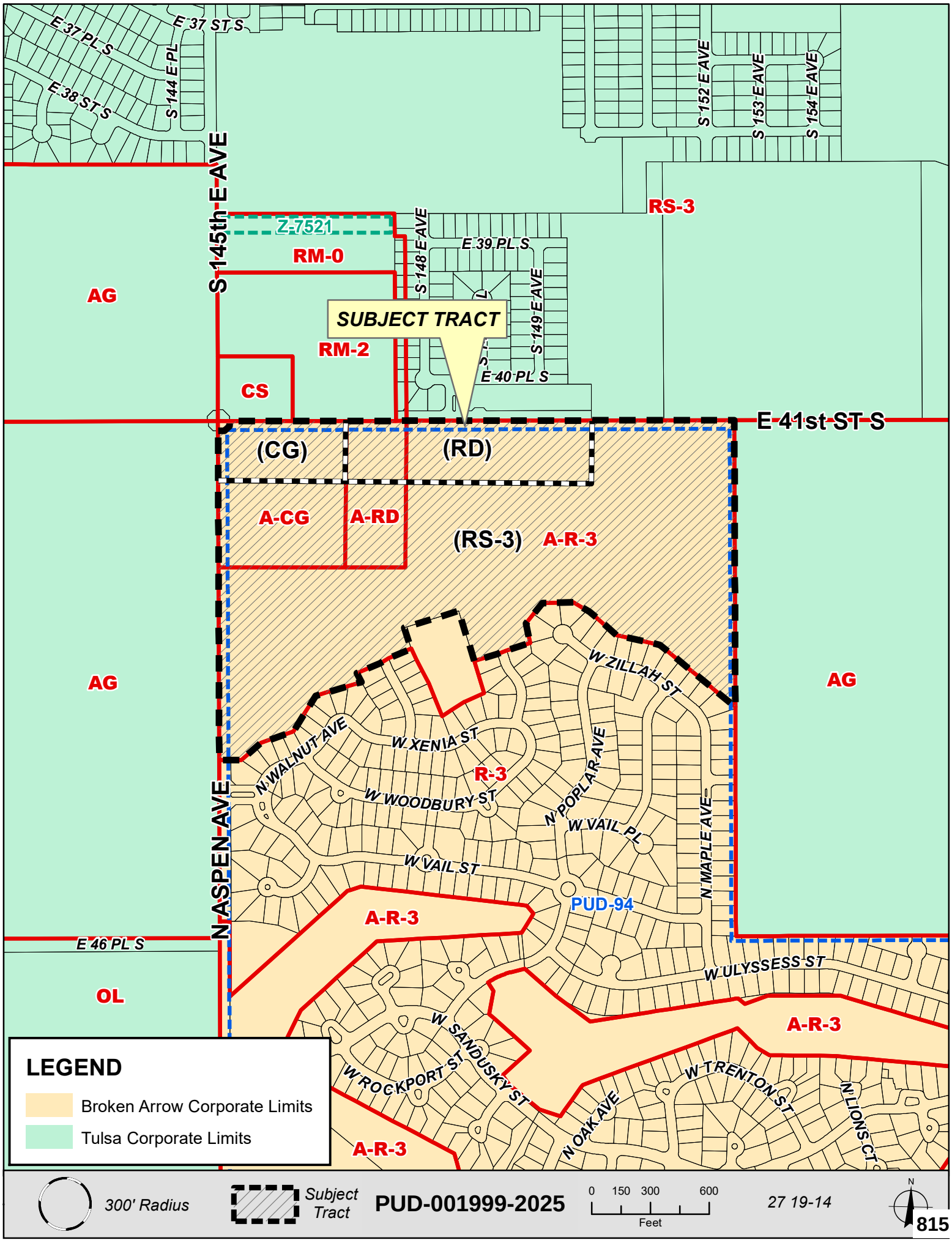
_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY


E 37 PL S
E 37 ST S
E 38 ST S
S 144 E PL
S 145th E AVE
S 148 E AVE
S 149 E AVE
S 152 E AVE
S 153 E AVE
S 154 E AVE
E 39 PL S
E 40 PL S
E 41st ST S
E 46 PL S
N ASPEN AVE
Z-7521
RM-0
RM-2
CS
RS-3
AG
SUBJECT TRACT
(CG)
(RD)
A-CG
A-RD
(RS-3)
A-R-3
R-3
PUD-94
OL
W ZILLAH ST
N WALNUT AVE
W XENIA ST
W WOODBURY ST
N POPLAR AVE
W VAIL PL
W VAIL ST
N MAPLE AVE
W ULYSSESS ST
W SANDUSKY ST
W ROCKPORT ST
W TRENTON ST
N OAK AVE
N LIONS CT
LEGEND
Broken Arrow Corporate Limits
Tulsa Corporate Limits
300' Radius
Subject Tract
PUD-001999-2025
0 150 300 600
Feet
27 19-14
N
815

Tulsa County Clerk - MICHAEL WILLIS
Doc #: 7198 Page(s): 3
06/04/2025 03:11:15 PM
Receipt #: 2025-32964
Fees: $35.00

PUD 94W

Honey Springs I at Battle Creek

A subdivision in the City of Broken Arrow, being a part of the NW/4 of Section 27, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma





ENGINEER / SURVEYOR

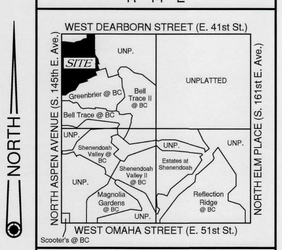
Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2025

OWNER / DEVELOPER

BC Land Development Company, LLC
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
Phone: 918.376.6536

Location Map

R - 14 - E



Section 27
Tulsa County
80 Lots - 29.0542 Acres

Addresses

Lot	Address
BLOCK 1	
1	2109
2	2105
3	2101
4	2067
5	2063
6	2059
7	2055
8	2051
9	2009
10	2005
11	2001
BLOCK 2	
1	4900
2	4904
3	4908
4	4912
5	4916
6	4920
7	4924
8	4928
9	4932
10	5002
11	5006
12	5010
13	5014
14	5018
15	5022
16	2076
17	2072
18	2068
19	2064
20	2060
21	2056
22	2052
23	5029
24	5025
25	5021
26	5017
27	5013
28	5009
29	5005
30	5001

Lot	Address
BLOCK 3	
1	4893
2	4901
3	1905
4	1901
BLOCK 4	
1	4903
2	4907
3	4911
4	4915
5	5003
6	5007
7	5011
8	5015
9	5010
10	5006
11	5002
12	4906
13	4902/2002
BLOCK 5	
1	4909
2	4913
3	4917
4	4921
5	4925
6	4929
7	4933
8	5001
9	5005
10	5009
11	5013
12	5017
13	5020
14	5016
15	5012
16	5008
17	5004
18	4918
19	4914
20	4910
21	4906
22	4902

Res.	Address
RESERVE	
A	5055
B	4891
C	5014
D	4905

Line Table

No.	Bearing	Distance
L1	S 86°40'36" W	3.55'
L2	N 18°04'30" W	20.07'
L3	S 22°41'47" E	4.69'
L4	N 22°41'47" W	10.70'
L5	N 30°08'14" W	33.44'
L6	S 45°02'55" W	35.36'
L7	N 44°57'05" W	35.36'
L8	N 86°40'36" E	3.55'
L9	N 73°20'14" E	19.32'
L10	S 29°06'58" E	19.75'
L11	N 29°06'58" W	19.75'
L12	S 67°18'13" W	10.68'

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	13°20'22"	400.00'	93.13'	S 80°00'25" W	92.92'
C2	78°54'45"	25.00'	34.43'	S 47°13'13" W	31.77'
C3	35°35'12"	235.00'	145.96'	S 25°33'27" W	143.63'
C4	79°03'11"	25.00'	34.49'	S 03°49'28" W	31.82'
C5	05°33'53"	325.00'	31.57'	S 32°55'11" E	31.55'
C6	07°26'27"	325.00'	42.21'	S 26°25'00" E	42.18'
C7	07°26'27"	275.00'	35.71'	N 26°25'00" W	35.69'
C8	05°25'27"	275.00'	26.03'	N 32°50'58" W	26.02'
C9	83°33'16"	25.00'	36.46'	N 77°20'20" W	33.31'
C10	20°25'09"	200.00'	71.28'	S 50°40'28" W	70.90'
C11	49°35'01"	250.00'	216.35'	S 65°15'24" W	209.66'
C12	06°15'29"	200.00'	21.85'	N 86°55'10" E	21.83'
C13	103°00'11"	25.00'	44.94'	N 32°17'20" E	39.13'
C14	19°15'40"	235.00'	79.00'	N 09°34'55" W	78.63'
C15	29°55'35"	25.00'	13.06'	N 14°54'53" W	12.91'
C16	138°53'21"	50.00'	121.20'	N 39°34'00" E	93.63'
C17	29°55'35"	25.00'	13.06'	S 85°57'07" E	12.91'
C18	31°18'07"	250.00'	136.58'	S 85°15'51" E	134.89'
C19	55°25'26"	300.00'	290.20'	S 41°54'04" E	279.02'
C20	79°08'03"	25.00'	34.53'	S 53°45'23" E	31.85'
C21	13°20'22"	350.00'	81.49'	N 80°00'25" E	81.30'
C22	79°02'11"	25.00'	34.49'	N 39°34'00" E	31.82'
C23	31°18'07"	200.00'	109.26'	N 85°15'51" W	107.91'
C24	90°00'00"	25.00'	39.27'	S 24°36'48" E	35.36'
C25	20°20'18"	250.00'	88.74'	S 10°13'04" W	88.28'
C26	29°09'53"	250.00'	127.25'	S 14°32'02" E	125.89'
C27	90°00'00"	25.00'	39.27'	S 15°53'02" W	35.36'
C28	20°25'09"	250.00'	89.09'	S 50°40'28" W	88.62'
C29	10°00'32"	200.00'	34.94'	S 45°28'10" W	34.89'
C30	112°36'18"	25.00'	49.13'	N 73°13'25" W	41.60'
C31	16°58'11"	185.00'	54.79'	N 08°26'11" W	54.59'
C32	90°00'00"	25.00'	39.27'	N 65°23'12" E	35.36'
C33	55°25'26"	250.00'	241.83'	S 41°54'04" E	232.51'
C34	75°04'23"	185.00'	242.40'	S 23°20'50" W	225.43'
C35	90°00'00"	25.00'	39.27'	N 74°06'58" W	35.36'
C36	29°09'53"	200.00'	101.80'	N 14°32'02" W	100.71'
C37	20°20'18"	200.00'	70.99'	N 10°13'04" E	70.62'

Lot Elevation/FFE

Lot	Finish Floor
BLOCK 1	
1	767.00
2	768.00
3	768.50
4	769.00
5	770.00
6	770.50
7	770.50
8	770.00
9	769.75
10	769.25
11	767.75
BLOCK 2	
1	766.75
2	765.25
3	763.75
4	762.25
5	761.25
6	760.25
7	759.50
8	759.75
9	761.50
10	763.50
11	764.75
12	764.75
13	765.00
14	764.50
15	763.50
16	762.25
17	761.75
18	761.00
19	759.25
20	758.00
21	757.25
22	756.75
23	756.50
24	756.50
25	756.75
26	757.00
27	757.75
28	759.00
29	760.75
30	760.50

Lot	Finish Floor
BLOCK 3	
1	772.00
2	771.00
3	764.50
4	763.50
BLOCK 4	
1	767.00
2	765.25
3	762.50
4	761.00
5	760.00
6	759.25
7	758.50
8	757.50
9	760.25
10	763.50
11	764.50
12	766.00
13	768.25
BLOCK 5	
1	766.00
2	763.75
3	761.50
4	761.75
5	760.75
6	759.75
7	761.50
8	763.50
9	763.50
10	764.75
11	764.50
12	764.25
13	757.50
14	758.25
15	758.75
16	759.50
17	760.25
18	761.25
19	762.75
20	764.50
21	766.25
22	767.00

Lot Areas

Lot	Area (S.F.)
BLOCK 1	
1	18,536
2	11,369
3	10,674
4	11,610
5	9,283
6	8,990
7	9,904
8	9,927
9	11,727
10	8,273
11	9,244
BLOCK 2	
1	9,071
2	7,551
3	7,500
4	7,500
5	7,500
6	7,500
7	7,500
8	7,500
9	7,500
10	7,500
11	7,500
12	7,500
13	7,500
14	7,476
15	9,133
16	15,673
17	9,585
18	7,354
19	7,958
20	7,976
21	7,930
22	6,900
23	6,900
24	7,369
25	9,709
26	8,892
27	7,538
28	8,339
29	8,415
30	8,853

Lot	Area (S.F.)
BLOCK 3	
1	7,933
2	10,028
3	11,215
4	8,671
BLOCK 4	
1	10,577
2	9,334
3	7,200
4	7,200
5	7,200
6	7,200
7	9,069
8	8,928
9	9,075
10	10,881
11	11,853
12	11,794
13	12,164
BLOCK 5	
1	7,742
2	7,200
3	7,200
4	7,200
5	7,200
6	7,800
7	7,800
8	7,800
9	7,800
10	7,200
11	7,633
12	11,390
13	9,144
14	8,935
15	8,788
16	7,200
17	7,200
18	7,460
19	7,800
20	8,774
21	10,459
22	13,559

Res.	Area (S.F.)
RESERVE	
A	252,421
B	2,518
C	4,417
D	5,352

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $110.00 per trust receipt no.17650 to be applied to 2025 taxes. This certificate is NOT to be construed as payment of 2025 taxes in full but is given in order that this plat may be filed on record. 2025 taxes may exceed the amount of the security deposit.

Dated: 06/04/2025
John M. Fothergill
Tulsa County Treasurer
By: Deputy

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated the 4th day of June 2025
MICHAEL WILLIS, Tulsa County Clerk
Deputy

Legend

	= ROW Dedicated by this Plat	F&LE =	Fence & Landscape Easement
B/L	= Building Line	Res. =	Reserve
U/E	= Utility Easement	Bk. =	Book
D.A.L.	= Driveway Access Limitation	Pg. =	Page
O.D.E.	= Overland Drainage Easement	Doc. =	Document
		L.N.A. =	Limits of No Access

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomical bearings contained herein are based upon the west line of the recorded plat of 'GREENBRIER', Plat No. 5761, as recorded in the offices of the Tulsa County Clerk, as being South 00°02'55" West.

Stormwater Detention and FEMA

Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-0141621-30. The proposed development will have not adverse impact to the downstream properties. Stormwater detention for this plat will be provided on the site.

Per the FEMA FIRM panel, this property is located in the unshaded FEMA Flood Zone "X", per the FIRM panel number 40143CO385M, City of Broken Arrow Community Number 400236 with an effective date of 09/30/2016.

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary sewer connections.
4. Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet, from the 15 feet side yard shown on the plat.
5. Fencing and walls shall meet the requirements of Section 5.2.E.2.a of the City of Broken Arrow Zoning Ordinance.
6. All wedge shaped lots are to be a minimum of 60' at the building line.

Benchmark

Offsite Benchmark:
A 3" Aluminum Cap set in concrete stamped " BA 41" , on the south side of E. 51st St. (W. Omaha St.) approximately 0.5 miles east of S. 145th E. Ave. Northing = 404,072.47, Easting = 2,616,781.71, Elevation = 792.84 NAVD 88

Onsite Benchmark:
A "MAG" nail in top of concrete curb on the west side of N. Sycamore Ave. approximately 6' southerly and 12' easterly of the NE corner of Lot 1, Block 4, "Greenbrier at Battle Creek". Elevation = 770.91 NAVD 88

Surveyor's Notes

1. All distances shown hereon are ground distance in U.S. Survey Feet.
2. Date of last field visit is 3/12/25.

Addresses

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

APPROVED 3-18-2025 by the City Council of the City of Broken Arrow, Oklahoma
Mayor
Attest: City Clerk

Honey Springs I at Battle Creek
Date of Preparation: May 13, 2025
PR-000037-2022 Sheet 1 of 3

Honey Springs I at Battle Creek

DEED OF DEDICATION
AND
RESTRICTIVE COVENANTS
PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That BC Land Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land located within the Northwest Quarter (NW/4) of Section Twenty-Seven (27), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the NW corner of said NW/4;

Thence S 00°02'55" W, along the west line of said NW/4, a distance of 229.74 feet to the "Point of Beginning";

Thence continuing S 00°02'55" W, along the west line of said NW/4, a distance of 1502.57 feet to the northwest corner of GREENBRIER, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded Plat No. 5761, as filed in the office of the Tulsa County Clerk;

Thence N 90°00'00" E, along the northerly boundary of said GREENBRIER addition (until otherwise noted), a distance of 113.70 feet;

Thence N 49°13'46" E a distance of 132.13 feet;

Thence N 70°43'30" E a distance of 175.52 feet;

Thence N 32°49'55" E a distance of 215.12 feet;

Thence N 73°42'05" E a distance of 243.78 feet;

Thence N 27°18'44" W a distance of 50.64 feet;

Thence N 67°18'13" E a distance of 129.07 feet;

Thence N 60°27'05" E a distance of 50.36 feet;

Thence N 67°18'13" E a distance of 125.00 feet;

Thence N 18°04'30" W a distance of 112.75 feet;

Thence N 73°20'14" E a distance of 110.82 feet;

Thence leaving said northerly boundary of said GREENBRIER,

N 16°39'46" W a distance of 121.74 feet;

Thence N 22°47'14" W a distance of 50.29 feet;

Thence N 73°20'14" E a distance of 51.64 feet;

Thence N 15°47'02" W a distance of 176.94 feet;

Thence N 47°35'43" W a distance of 78.00 feet;

Thence N 05°54'32" W a distance of 165.97 feet;

Thence N 00°07'17" E a distance of 464.38 feet to a point on the north line of said NW/4;

Thence N 89°52'43" W, along said north line, a distance of 225.69 feet;

Thence S 00°07'17" W a distance of 138.68 feet;

Thence S 82°03'22" W a distance of 91.01 feet;

Thence S 55°55'03" W a distance of 100.26 feet;

Thence S 80°05'35" W a distance of 126.89 feet;

Thence S 59°58'10" W a distance of 66.54 feet;

Thence N 82°56'05" W a distance of 278.54 feet;

Thence N 89°57'05" W a distance of 70.00 feet to the "Point of Beginning".

Said tract contains 1,265,602 square feet or 29.0542 acres.

The non-astronomical bearings contained herein are based upon the west line of GREENBRIER, an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to recorded Plat No. 5761, as filed in the office of the Tulsa County Clerk, as being S 00°02'55" W.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "Honey Springs I at Battle Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters, and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure, or other above or below ground obstruction shall be placed, erected, installed, or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation, and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the west perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground in the easement-ways reserved for general utility services and streets as shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television, and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal, or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer, or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television, and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of the underground electric, telephone, cable television, or gas service facilities so installed by it. The supplier of electric, telephone, and cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television, or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television, or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants, and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement ways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing, or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Gas Service

1.4.1 The supplier of gas service, through its agents and employees, shall at all times have the right of access to all such easements shown on the plat or as provided for in this Deed of Dedication for the purpose of installing, removing, repairing, or replacing any portion of the facilities installed by the supplier of gas service.

1.4.2 The owner of the lot shall be responsible for the protection of the underground gas facilities located in their lot and shall prevent the alteration, grade, or any other construction activity which would interfere with the gas service. The supplier of the gas service shall be responsible for the ordinary maintenance of said facilities, but the owner shall pay for damage or relocation of facilities caused or necessitated by acts of the owner or the its agents or contractors.

1.4.3 The foregoing covenants set forth in this paragraph shall be enforceable by the supplier of the gas service and the owner of the lot agrees to be bound hereby.

1.4.4 The Easement contained within the Right of Way Agreement granted in favor of Oklahoma Natural Gas, filed of record document # 2016121391, County of Tulsa records, as represented hereon, contains certain restrictions as specifically set forth within said agreement.

1.5 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot, and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the Honey Springs at Battle Creek Homeowners' Association, Inc., formed pursuant to SECTION III – HOMEOWNERS' ASSOCIATION.

1.6 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to North Aspen Avenue and West Dearborn Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.7 Driveway Access Limitation

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of a residential lot adjacent to a public or private street within the bounds designated as "Driveway Access Limitation" (D.A.L.) on the Plat. The "Driveway Access Limitation" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the "Driveway Access Limitation" above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.8 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to the Honey Springs at Battle Creek Homeowners' Association, Inc., formed pursuant to SECTION III – HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the West property boundary of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.9 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees, or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees, or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.10 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the "Honey Springs at Battle Creek Homeowners' Association, L.L.C.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "Honey Springs I at Battle Creek". There is to be one Homeowners' Association for Honey Springs at Battle Creek, even though the property may be platted in phases.

1.10 Reserve Areas

Reserve areas shall be used for open space, signage, landscaping, walls, fencing, drainage, overland drainage, stormwater detention, utilities, parking, cluster mail boxes and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association to be comprised of the owners of the residential lots within "Honey Springs I at Battle Creek" as set forth within SECTION III – HOMEOWNERS' ASSOCIATION hereof. All costs and expenses associated with all reserves, including maintenance of various improvements, will be the responsibility of the property owner.

1.11 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.12 Restrictive Covenants

Additional covenants and restrictions for "Honey Springs I at Battle Creek" are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "HONEY SPRINGS I AT BATTLE CREEK" was submitted as a planned unit development (entitled PUD No. 94W) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on December 1, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94W was approved by the Broken Arrow Planning Commission on November 5, 2020 and approved by the City of Broken Arrow City Council, on December 1, 2020; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 Development Standards – (Blocks 1-5):

2.1.1	Permitted Uses:	Executive Homesites (single family dwellings as permitted in an R-2 District as existing on 1.31.08)
2.1.2	Maximum Number of Dwelling Units	175
2.1.3	Maximum Density	3.50 DUs/Acres
2.1.4	Minimum Lot Size	7,000 sq. ft.
2.1.5	Maximum Building Height	2 stories (35 ft.)
2.1.6	Minimum Lot Frontage	60 ft. (at building line)*
2.1.7	Minimum Lot Depth	110 ft.
2.1.8	Minimum Yard if Abutting Public/Private Street	20/25 ft. (private)
2.1.9	Side Yard Abutting Public Street	15 ft.**
2.1.10	Minimum Rear Yard	20 ft.
2.1.11	Minimum Side Yards	5/5 ft.
2.1.12	Minimum Yard Abutting Arterial Street	25 ft. (rear or side yard)

* All lots that back up to Block 4 of Greenbrier subdivision shall be a minimum of 65 feet in width at the building line.

** Garage openings shall be permitted on the Side Yard abutting a public street if the Side Yard setback is increased to 20 ft. Setbacks between building lines shall be offset no more than 10 feet.

2.2 Building Materials:

Private Covenants, Conditions & Restrictions (CCR's) shall be filed with Tulsa County concurrently with the Final Plat, which CCR's shall require and describe in detail that the first story exterior walls shall be of at least seventy five percent (75%) masonry. Vinyl or aluminum siding of any exterior wall is prohibited.

2.3 Detention Easement:

A Detention Access Easement shall be provided adjacent to Lot 1, Block 3 over and across Reserve 'B'.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Honey Springs at Battle Creek Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the common areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners' Association. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas and common areas as designated on the plat provided; however, no assessment shall be made or attach to any lot owned by the Owner/Developer.

3.2. Maintenance

3.2.1 Reserve Areas: The owner of the property associated with the Reserve Areas, and the Fence and Landscape Easement located adjacent to North Aspen Avenue, shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat, and the reserve areas are reserved for subsequent conveyance to the Association.

3.2.2 Fence and Landscape Easement: The owner of the property associated with the Fence and Landscape Easements located adjacent to North Aspen Avenue shall be responsible for the maintenance of improvements and landscaping within the Fence and Landscape Easement as designated on the plat.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

4.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as HONEY SPRINGS II AT BATTLE CREEK; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60%) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "Honey Springs I at Battle Creek".

4.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

4.5 Lot Owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling, independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county, and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 14th day of May, 2025.

BC Land Development Company, L.L.C.
an Oklahoma limited liability company

By: David E. Charney, President of
Charney Properties, Inc., as Manager BC
Land Development Company, L.L.C.

State of Oklahoma)
) S.S.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this14th day of May, 2025, by David E. Charney, Manager of BC Land Development Company, L.L.C.

Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as "Honey Springs I at Battle Creek", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 14th day of May, 2025.

REGISTERED PROFESSIONAL LAND SURVEYOR
DAVID W. MURDOCH
1404
OKLAHOMA

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) S.S.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 14th day of May, 2025, by David W. Murdoch.

Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

City of Broken Arrow

Request for Action

File #: 25-945, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3881; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause to be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3881

City of Broken Arrow

Request for Action

File #: 25-949, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:

Consideration, discussion, and possible adoption of Ordinance No. 3882, an ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ -2050, along with PUD-306 generally located one-quarter mile east of Garnett Road (113th East Avenue) and one-quarter mile south of Tucson Street (121st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-306, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

Background:
Rezoning case BAZ-2050 (A-1 to RS-3) and PUD-306, which contains 53.54 acres, was approved by the Broken Arrow City Council on June 2, 2020. The City Council approved BAZ-2050 & PUD-306 subject to the property being platted. A 12.76-acre portion property was platted as Elysian Fields II in Tulsa County on June 20, 2025. The property is generally located one-quarter mile east of Garnett Road (113th East Avenue) and one -quarter mile south of Tucson Street (121st Street).

Staff recommends that the Council adopt Ordinance No. 3882 and approve the Emergency Clause.

Zoning Change: A-1 (Agricultural) to RS-3 (Single-Family Residential), along with PUD-306

Acreage: 12.76 acres

Legal description
All of Elysian Fields II, a subdivision in the City of Broken Arrow, being a part of Government Lot 3 of Section Five (5), Township Seventeen (17) North, Range Fourteen (14) East, Tulsa County, State of Oklahoma

Cost: Recording Fees

Funding Source: General Government Operations

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Ordinance No. 3882
BAZ-2050 & PUD-306 Case Map
Elysian Fields II Plat

Recommendation:
Adopt Ordinance No. 3882 and approve the emergency clause.

ORDINANCE NO. 3882

An ordinance amending the zoning ordinance of the City of Broken Arrow, Oklahoma, approving BAZ-2050, along with PUD-306 generally located one-quarter mile east of Garnett Road (113th East Avenue) and one-quarter mile south of Tucson Street (121st Street), granting RS-3 (Single-Family Residential) zoning classification upon the tract along with PUD-306, repealing all ordinances or parts of ordinances in conflict herewith, and declaring an emergency

WHEREAS, the State of Oklahoma has granted cities, as governmental entities, the duty and power to enact zoning ordinances for the protection of persons and property residing within the City limits, and for securing the benefits of orderly development as a whole; and

WHEREAS, a series of governmental administrative hearings have been conducted at which time it was determined that the land in question would be proper for an RS-3 (Single-Family Residential) District; and

WHEREAS, rezoning case BAZ-2050 (A-1 to RS-3) was approved by the Broken Arrow City Council on June 2, 2020, subject to the property being platted; and

WHEREAS, Planned Unit Development PUD-306 was approved by the Broken Arrow City Council on June 2, 2020, subject to the property being platted; and

WHEREAS, the property has been platted as Elysian Fields II. The plat for Elysian Fields II which contains 12.76 acres, was recorded in Tulsa County on June 20, 2025; and

WHEREAS, the property is generally located one-quarter mile east of Garnett Road (113th East Avenue) and one-quarter mile south of Tucson Street (121st Street); and

WHEREAS, the proposed zoning is compatible with the comprehensive plan and surrounding uses; and

WHEREAS, the granting of the application will not have an adverse effect on the other property in the area or in the community; and

WHEREAS, for these reasons, the City Council finds this request should be granted.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION I. The zoning classification of the following described real estate situated in Tulsa County, State of Oklahoma, being more particularly described as follows:

Legal Description for BAZ-2050 and PUD-306
All of Elysian Fields II, a subdivision in the City of Broken Arrow, being a part of Government Lot 3

of Section Five (5), Township Seventeen (17) North, Range Fourteen (14) East, Tulsa County, State of Oklahoma

be and the same is hereby changed from the zoning A-1 to RS-3 (Single-Family Residential) along with PUD-306.

SECTION II. Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION III. An emergency exists for the preservation of the public health, peace, and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

PASSED AND APPROVED and the emergency clause ruled upon separately this 14th day of July, 2025.

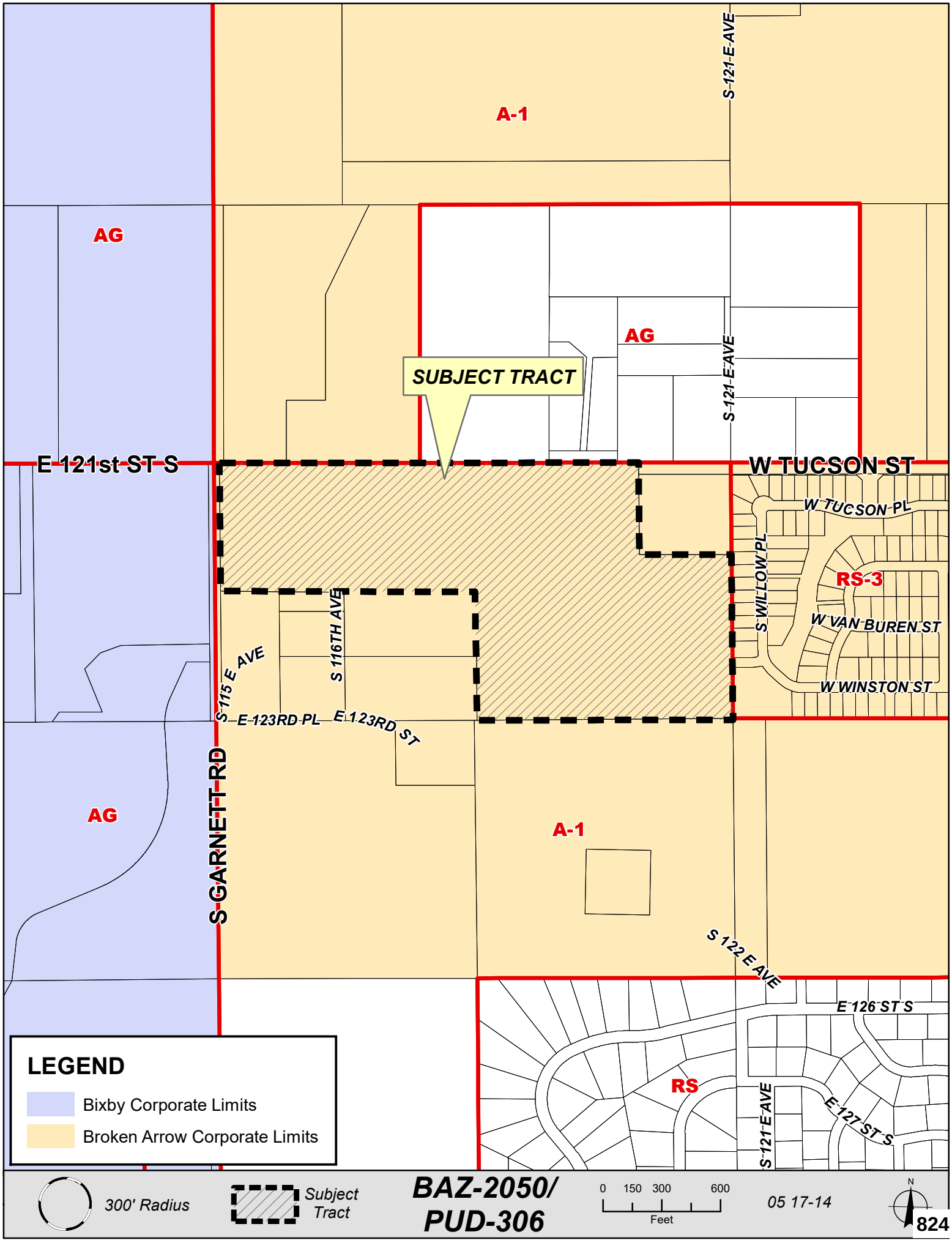
_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY


A-1
S 121 E AVE
AG
AG
SUBJECT TRACT
S 121 E AVE
E 121st ST S
W TUCSON ST
W TUCSON PL
S WILLOW PL
RS-3
W VAN BUREN ST
W WINSTON ST
S 116TH AVE
S 115 E AVE
E 123RD PL
E 123RD ST
S GARNETT RD
AG
A-1
S 122 E AVE
E 126 ST S
RS
S 121 E AVE
E 127 ST S
LEGEND
Bixby Corporate Limits
Broken Arrow Corporate Limits
300' Radius
Subject Tract
BAZ-2050/
PUD-306
0 150 300 600
Feet
05 17-14
N
824

Tulsa County Clerk - MICHAEL WILLIS
Doc #. 7201 Page(s): 2
06/20/2025 01:39:05 PM
Receipt #. 2025-38620
Fees: $35.00

PUD 306

Elysian Fields II

A subdivision in the City of Broken Arrow, being a part of Government Lot 3 of Section 5, Township 17 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

OWNER / DEVELOPER

Elysian Fields Development Company, L.L.C.
an Oklahoma Limited Liability Company
12150 East 96th Street North, Suite 202
Owasso, Oklahoma 74055
918.376.6536

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2027

CERTIFICATE

I hereby certify that all real estate taxes involved in this plat have been paid as reflected by the current tax rolls. Security as required has been provided in the amount of $44.00 per trust receipt no.17656 to be applied to 2025 taxes. This certificate is NOT to be construed as payment of 2025 taxes in full but is given in order that this plat may be filed on record. 2025 taxes may exceed the amount of the security deposit.

Dated: 06/20/2025
John M. Fothergill
Tulsa County Treasurer
By: _____
Deputy

Lot Areas & Finished Floor Elevation

	Lot	Area (S.F.)	F.F.
BLOCK 1	1	7,641	638.00
	2	6,600	637.75
	3	6,600	637.25
	4	6,600	638.50
	5	6,600	638.25
	6	6,600	637.75
	7	6,501	637.25
	8	9,341	637.25
	9	12,529	637.25
	10	7,199	636.75
	11	6,887	636.75
	12	6,915	637.00
	13	6,942	637.50
	14	6,970	637.75
	15	6,997	637.75
BLOCK 2	1	7,666	637.25
	2	7,171	636.75
	3	7,200	637.00
	4	6,600	637.25
	5	6,600	637.75
	6	6,600	638.00
	7	6,600	638.25
	8	6,600	638.75
	9	6,600	639.00
	10	6,600	639.25
	11	8,266	639.75
BLOCK 3	1	7,666	636.75
	2	7,171	636.50
	3	7,200	637.00
	4	6,600	637.25
	5	6,600	637.75
	6	6,600	638.00
	7	6,600	638.25
	8	6,600	638.75
	9	6,600	639.00
	10	6,600	639.25
	11	8,266	639.75
	12	11,961	639.25
	13	6,600	638.75
	14	6,600	638.50
	15	6,600	638.25
	16	6,600	638.00
	17	6,600	638.00
	18	6,600	638.25
	19	7,200	638.50
	20	7,171	638.00
	21	7,666	637.50
BLOCK 4	1	7,980	640.50
	2	7,980	640.00
	3	7,980	640.25
	4	7,980	640.50
	5	8,807	638.75
	6	7,200	638.50
BLOCK 5	1	8,126	638.50
	2	7,850	638.75
	3	9,368	639.00
	4	8,384	639.50
	5	7,302	639.25
	6	8,266	638.75

Curve Table

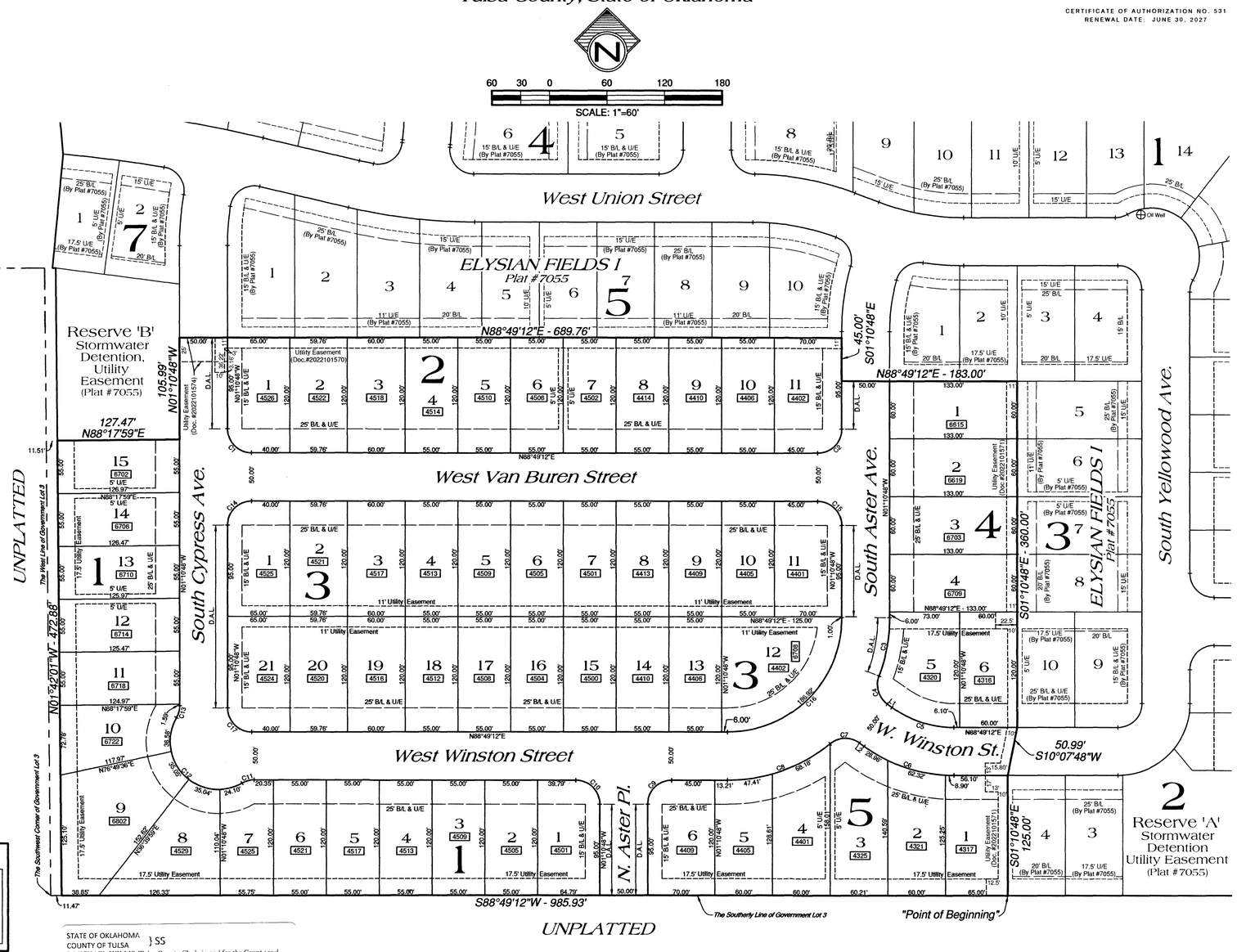
No.	Delta	Radius	Length	Chord Bearing	Chord Distance
C1	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C2	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C3	20°56'22"	169.00'	61.76'	S 09°17'23" W	61.42'
C4	75°03'52"	25.00'	32.75'	S 17°46'22" E	30.46'
C5	35°52'30"	110.00'	68.88'	S 73°14'33" E	67.76'
C6	35°52'30"	160.00'	100.18'	N 73°14'33" W	98.55'
C7	75°03'52"	25.00'	32.75'	S 87°09'46" W	30.46'
C8	39°11'22"	169.00'	115.59'	S 69°13'31" W	113.35'
C9	90°00'00"	25.00'	39.27'	S 43°49'12" W	35.36'
C10	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'
C11	29°55'35"	25.00'	13.06'	S 73°51'25" W	12.91'
C12	149°51'10"	50.00'	130.77'	N 46°10'48" W	96.56'
C13	29°55'35"	25.00'	13.06'	N 13°47'00" E	12.91'
C14	90°00'00"	25.00'	39.27'	N 43°49'12" E	35.36'
C15	90°00'00"	25.00'	39.27'	S 46°10'48" E	35.36'
C16	90°00'00"	119.00'	186.92'	S 43°49'12" W	168.29'
C17	90°00'00"	25.00'	39.27'	N 46°10'48" W	35.36'

Line Table

No.	Length	Direction
L1	6.05'	S55°18'18"E
L2	6.05'	N55°18'18"W

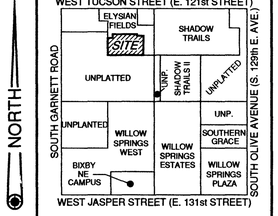
FEMA Note

Per the FEMA Flood Map Service Center this property is located within an area having a Zone Designation X (Unshaded, Areas determined to be outside the 0.2% annual chance floodplain) on Flood Insurance Rate Maps No. 40143C0451L & No. 40143C0452L, with an effective date of October 15, 2012, for Community No. 400236, in City of Broken Arrow, Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which the property is situated.



Location Map

R-14-E



Section 5
Tulsa County
59 Lots - 12.7594 Acres

Legend

F.F.	= Finshed Floor Elevation	Res.	= Reserve
B/L	= Building Line	Bk.	= Book
U/E	= Utility Easement	Pg.	= Page
D.A.L.	= Driveway Access Limitation	Doc.	= Document

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA 531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for said tract are based on a platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma and recorded as Plat 6637 in the office of the Tulsa County Clerk.

Benchmark

A mag nail on top of curb on south side of West Van Buren Place, approximately 110' west of the centerline of South Willow Place.

Elevation: 639.22'
North American Vertical Datum of 1988 (NAVD88)

Addresses 0000

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

Stormwater Detention

Stormwater detention accommodations for this plat are provided in accordance with Detention Determination No. DD-100319-31. Stormwater detention for this plat will be provided adjacent to the site.

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All buildings will require a backwater or backflow preventer for all sanitary sewer connections.
4. Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet, from the 15 feet side yard shown on the plat.
5. The minimum rear yard setback is 20 feet

STATE OF OKLAHOMA } SS
COUNTY OF TULSA
I, MICHAEL WILLIS, Tulsa County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.

Dated the 20th day of June, 2025

MICHAEL WILLIS, Tulsa County Clerk

Deputy Derek Cowan

APPROVED 6-2-2025 by the City Council of the City of Broken Arrow, Oklahoma

Mayor _____

Attest: City Clerk

Elysian Fields II
Date of Preparation: May 21, 2025
Sheet 1 of 2

ELYSIAN FIELDS II

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 306

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Elysian Fields Development Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land contained within a part of Government Lot 3, Section 5, T-17-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the southwest corner of Block Two (2), "Elysian Fields I", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 7055, as recorded in the office of the Tulsa County Clerk;

Thence S 88°49'12" W a distance of 985.93 feet, along the southerly line of said Government Lot 3, to a point that is 11.47 feet east of the southwest corner of said Government Lot 3, said point also being the southeast corner of a tract of land described within General Warranty Deed, recorded as Document No. 2020118658 in the office of the Tulsa County Clerk;

Thence N 01°42'01" W a distance of 472.88 feet along the easterly line of said General Warranty Deed to a point being 11.51 feet perpendicularly distant east of the west line of said Government Lot 3 and also being on the southerly line of said Plat No. 7055;

Thence along the boundary of said Plat No. 7055 the following eight (8) courses:

N 88°17'59" E a distance of 127.47 feet;

N 01°10'48" W a distance of 105.99 feet;

N 88°49'12" E a distance of 689.76 feet;

S 01°10'48" E a distance of 45.00 feet;

N 88°49'12" E a distance of 183.00 feet;

S 01°10'48" E a distance of 360.00 feet;

S10°07'48" W a distance of 50.99 feet;

S 01°10'48" E a distance of 125.00 feet to the "Point of Beginning".

Said tract contains 555,798 square feet or 12.7594 acres.

The non-astronomic bearings for said tract are based on a platted bearing of N 01°42'51" W along the westerly line of "Shadow Trails", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, and recorded as Plat 6637 in the office of the Tulsa County Clerk.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. STREETS, EASEMENTS AND UTILITIES

1.1 Public Streets and General Utility Easements

The Owner/Developer does hereby dedicate for public use the streets as depicted on the accompanying plat; and does further dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Overhead poles may be located along the south and west perimeter of the subdivision as necessary if located in utility easements for the purpose of the supply of underground service. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structures as may be located upon each said lot: provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat of the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserves the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on the property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or the owner's agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on the owner's lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, the owner's agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easement-ways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across the owner's lot and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. Drainage from each lot shall mimic the drainage pattern established by the grading done per the engineering plans, including the installation of any side yard swales or berms, and resulting in no adverse impact to the adjacent lots. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the HOA, and the Owner/Developer.

1.5 Driveway Access Limitation

Within the boundaries of a Lot designated on the Plat as "Driveway Access Limitation" (D.A.L.), vehicular access to the adjoining public street shall be prohibited.

1.6 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping, trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and/or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.7 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow the Elysian Fields Homeowners' Association, Inc., an Oklahoma not-for-profit corporation, as set forth in the Restrictive Covenants, Conditions, and Restrictions for "ELYSIAN FIELDS." There is to be one Homeowners' Association, for "ELYSIAN FIELDS", even though the property may be platted in phases, and the Owner/Developer hereby reserves the right to add such additional lands/phases/lots to such Association as the Owner/Developer in its sole discretion, may determine.

1.8 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.9 Restrictive Covenants

Additional covenants and restrictions for "ELYSIAN FIELDS II" are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. PLANNED UNIT DEVELOPMENT

WHEREAS, "ELYSIAN FIELDS" was submitted as a planned unit development (entitled PUD No. 306) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on May 5, 2020 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 306 was approved by the Broken Arrow Planning Commission on April 9, 2020 and approved by the City of Broken Arrow City Council, on May 5, 2020; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma;

THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

2.1 General Standards

The development of "ELYSIAN FIELDS II" shall be subject to the Planned Unit Development provisions of the Broken Arrow Zoning Code as such provisions existed on May 5, 2020.

2.2 Development Standards

2.2.1 Permitted Uses: PUD 306 will be developed in accordance with the Broken Arrow Zoning Ordinance and the Use and Development Regulations of the RS-3 Residential District except as noted herein

2.2.2 Minimum Lot Size:

- Blocks 1, 2 and 3	6,500 sq. ft.
- Blocks 4 and 5	7,000 sq. ft.

2.2.3 Minimum Lot Width

- Blocks 1, 2 and 3	55 feet
- Blocks 4 and 5	60 feet

2.2.4 Minimum Building Setbacks:

Front	25 feet
Minimum Rear Yard	20 feet
Side	5/5 feet
Side Yard abutting public street	15 feet*

* Restricted access is required on all lots where the building line is less than 25 feet, except garage openings shall be permitted on the side yard abutting a public street if the side yard setback is increased to 20 feet from the 15 feet side yard shown on the plat. Setbacks between building lines shall be offset no more than 10 feet.

2.2.5 Maximum Building Height: 35 feet

2.2.6 Other Bulk and Area Requirements: As established in the RS-3 Zoning District

2.3 Landscaping and Open Space

Landscaping will be provided in accordance with Section 5.2 City of Broken Arrow Zoning Ordinance. All open space reserve areas shall be owned and maintained by the Homeowners' Association. Any landscape material that fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the Zoning Ordinance. All required fences shall be constructed in accordance with Section 5.2.E of the Zoning Ordinance, with all poles and bracing located on the interior side of the fence. Fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review.

2.4 Sidewalks

Sidewalks shall be installed in accordance with the subdivision regulations. Sidewalks shall be constructed by the Owner/Developer in all reserve areas that are adjacent to a street. The Owner/Developer shall be required to build the sidewalk along Elysian Fields I, Reserve B, if not previously constructed.

2.5 Homeowners' Association

The Elysian Fields Homeowners' Association shall be established subsequent to the filing of the plat and will have as its main objective the maintenance of the reserve/open space areas. Membership in the Elysian Fields Homeowners' Association will be mandatory for all lot owners. Final documents for the Elysian Fields Homeowners' Association will be included in the Deed of Dedication and Restrictive Covenants and will be on file in the Tulsa County Clerk's office, along with the Final Plat, and will include the maintenance agreement and other specific rights and requirements for association members.

SECTION III. HOMEOWNERS' ASSOCIATION

3.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "Elysian Fields Homeowners' Association, Inc.", an Oklahoma not for profit corporation (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of Elysian Fields and its phases. The Owner/Developer will control the Association until such time that it is turned over to the homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas in Elysian Fields and its phases, however, no assessment shall be made or attach to any Lot owned by the Owner/Developer.

SECTION IV. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

4.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. STREETS, EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated, the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

4.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

4.3. Amendment

The covenants contained within SECTION I. STREETS, EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision or a later adjacent subdivision known as "ELYSIAN FIELDS III or IV ", or as may be further expanded; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60 %) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 4.3, the term "the Subdivision" shall explicitly mean the Plat of "ELYSIAN FIELDS II."

4.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

4.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling, independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finished floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county, and state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this 3rd day of June, 2025.

Elysian Fields Development Company, L.L.C.
an Oklahoma limited liability company

David E. Charney

By: David E. Charney, President of
Charney Properties, Inc., as Manager of Elysian Fields Development Company, L.L.C.

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this 3rd day of June, 2025, by David E. Charney, Manager of Elysian Fields Development Company, L.L.C.

EMMA BURTON
Notary Public, State of Oklahoma
Commission # 24007180
My Commission Expires 06-04-2028

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as ""ELYSIAN FIELDS II", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this 4TH day of JUNE, 2025.

STATE OF OKLAHOMA · REGISTERED PROFESSIONAL LAND SURVEYOR · DAVID W. MURDOCH · 1404 · OKLAHOMA

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this 4th day of June, 2025, by David W. Murdoch

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

Jack Taber, Notary Public
My commission expires: May 31, 2028
Commission No. 12005192

APPROVED 6-2-2025 by the City Council of the City of Broken Arrow, Oklahoma.

Vice Mayor

Attest: City Clerk

CITY OF BROKEN ARROW OKLAHOMA · TULSA COUNTY

ELYSIAN FIELDS II

Date of Preparation: May 21, 2025

City of Broken Arrow

Request for Action

File #: 25-950, **Version:** 1

Broken Arrow City Council
Meeting of: 07-14-2025

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3882; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3882

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

SEE EXHIBIT "A"

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 21 day of June 2025.

Michael Furrey

Annette Furrey

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

21st BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day of June, 2025, personally appeared **Michael Furrey and Annette Furrey**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

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

NOTARY PUBLIC

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

D. Graham Parker
Assistant City Attorney

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

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RKY Checked: 6/24/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 12.1

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
PARCEL NO. 12.1

EXHIBIT A

LEGAL DESCRIPTION

A 5-foot-wide temporary construction easement (T.C.E.),
said easement being a part of Lot 3, Block 1, of Sun City III, a subdivision to Wagoner County, Oklahoma,
and said easement being more particularly described as follow:
Commencing (POINT OF COMMENCEMENT, P.O.C) at the Northwest corner of said Lot 3, Block 1,
thence along the north line of said Lot 3, North 88 degrees 39 minutes 46 seconds East a distance of 25.00 feet
to the proposed east right of way line of North 37th Street;
thence leaving said north line, along said east line South 01 degrees 18 minutes 27 seconds East a distance of 89.04 feet
to the POINT OF BEGINNING (P.O.B.);
the leaving said east line South 87 degrees 16 minutes 43 seconds East a distance of 5.00 feet;
thence South 01 degrees 18 minutes 11 seconds East a distance of 12.04 feet;
thence North 86 degrees 47 minutes 52 seconds West a distance of 5.00 feet
to the proposed east right of way line of North 37th Street;
thence along said east line North 01 degrees 18 minutes 27 seconds West a distance of 12.00 feet
to the POINT OF BEGINNING (P.O.B.), containing 60 square feet, or .001 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum standards for legal description in the State of Oklahoma.
Prepared by Paul Walla, Oklahoma PLS # 1903.

LICENSED PROFESSIONAL LAND SURVEYOR
03/27/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

LEGEND

730010877 — TAX PARCEL NUMBER
N/A — DEED RECORD
— — — — EXISTING PROPERTY LINE
R/W — PROPOSED RIGHT-OF-WAY
PROPOSED UTILITY EASEMENT
TCE — PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/27/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

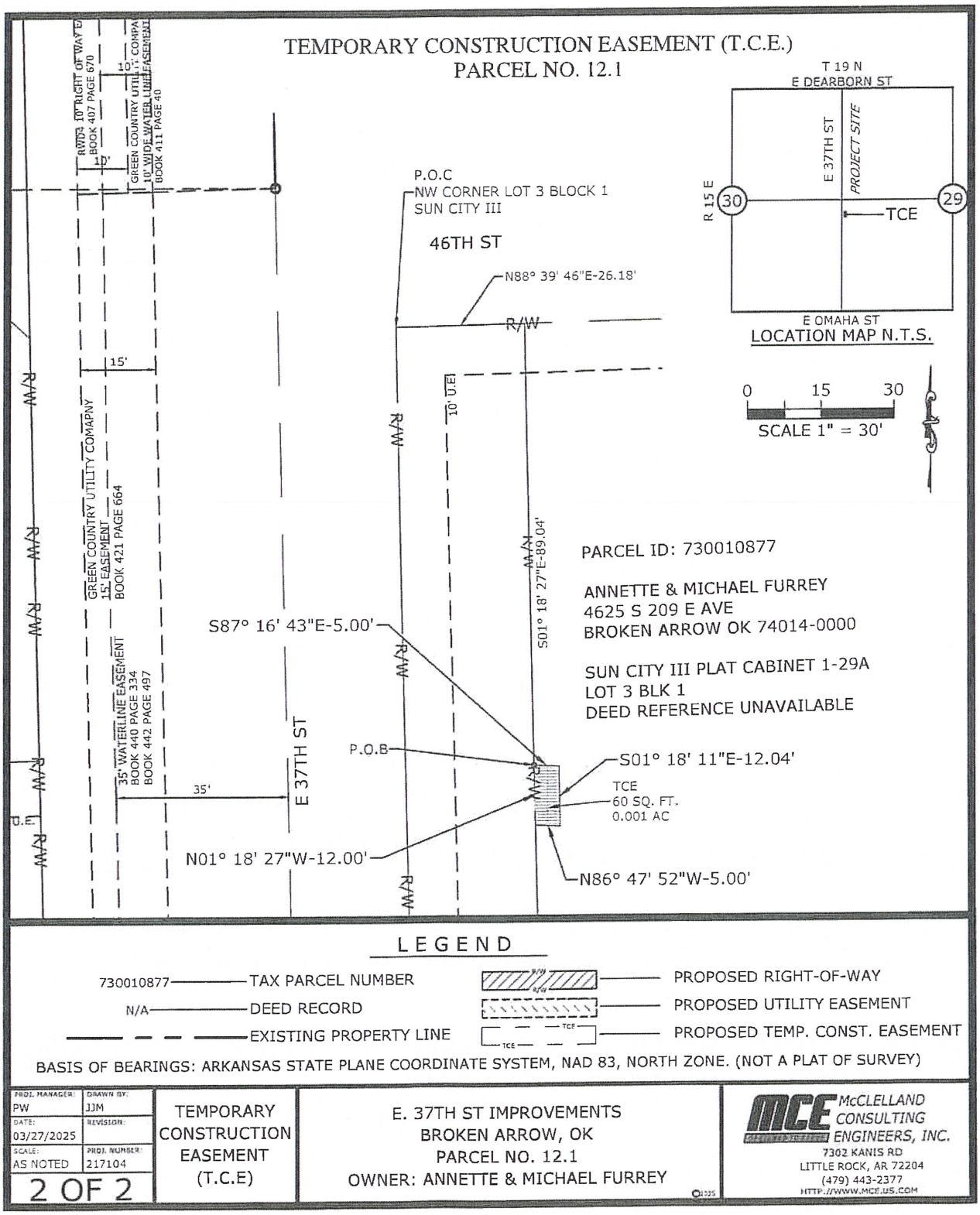
1 OF 2

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 12.1
OWNER: ANNETTE & MICHAEL FURREY

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/27/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104

2 OF 2

TEMPORARY CONSTRUCTION EASEMENT (T.C.E)

E. 37TH ST IMPROVEMENTS
BROKEN ARROW, OK
PARCEL NO. 12.1
OWNER: ANNETTE & MICHAEL FURREY

McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

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RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

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Sourcewell

Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

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Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Heavy Construction Equipment with Related Attachments and Technology** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

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Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.
Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

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4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Participating Dealers with payments made to the Participating Dealers. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier's Participating Dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and Supplier's Participating Dealer or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

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- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Intentionally omitted.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

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under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. Intentionally Deleted.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors.

D. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier's Participating Dealers must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Participating Dealer conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/5/2023 | 9:41 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 5/24/2023 | 12:16 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing, Construction Industries

Date: 5/24/2023 | 9:13 AM PDT

Caterpillar: Confidential Green

DocuSign Envelope ID: 9AA872AA-9802-4A6D-8065-BECD9EB74C88

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	Caterpillar Inc
Address:	100 NE Adams St Peoria, IL 61629
Contact:	Sean Egel
Email:	egel_sean_j@cat.com
Phone:	309-675-1399
HST#:	

Submission Details

Created On:	Tuesday November 15, 2022 14:22:18
Submitted On:	Tuesday January 17, 2023 16:10:22
Submitted By:	Sean Egel
Email:	egel_sean_j@cat.com
Transaction #:	aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address:	192.189.129.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Caterpillar Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/, https://www.cat.com/en_US.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Sean_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary. In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc. With 2021 sales and revenues of $51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment. Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability. Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html	*
11	What are your company's expectations in the event of an award?	Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT. Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract. We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents. As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials. In 2021 full year sales and revenues were $51B of which, North American sales were $22B. Operating profit was $6.9B with a profit per share of USD $11.83. Dividends paid per share of USD $4.28.	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein. As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	

19	Describe any relevant industry awards or recognition that your company has received in the past five years	Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards. Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint. Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=$6,857,211 2021=$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=$0 / 2021=$143,837 SIN 335999 Power Distribution Equipment: 2020=$151,267.70 / 2021=$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	$6,567,420	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed. Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business. In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.	*
27	Dealer network or other distribution methods.	The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use. Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment. Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well. Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.	*

28	Service force.	At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience. In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time. Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support. The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members: 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products. Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar. The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour. Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running. Some of our service solutions include: -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app. *
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com. *

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada. Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours. In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process. Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell. Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include: 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshows we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Roadeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers. - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry. In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers. Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer. Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment. Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/	*

41	Describe any technological advances that your proposed products or services offer.	Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment. Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine. Cat Payload - Precisely load targets every time for faster cycle times. Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption. Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment. Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance. Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force. Cat Tractors: Stable Blade - Produces a smoother surface finish. Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage. Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity. Autodig - consistent high bucket fill factors delivers up to 10% more productivity. Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button. Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded. Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks ‘on-the-go’ when needed without assistance from operator's interaction. Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping. Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft. Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety. Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents. Cat Command - Remote control in operations where an operator could be at safety risk. Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future. We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services. Caterpillar is engineering a brighter future through: - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations’ carbon efficiency Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey. Caterpillar is fully committed to our customers’ success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges. We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people. Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors. For more on sustainability please visit our full report attached in the Financial and Stability attachment section.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Plants certified with IDO 14001:2004 Environmental Management System include: 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001-2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct. For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director. One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories. Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers. Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not. For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price. CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents. In addition to built-in safety features, we also offer products and services that are unique in the industry. Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators. Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership. Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures. Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process. Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc. Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today. Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options. 1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage: 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires. 2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs. The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public. Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs: - Equipment & Attachments - Parts - Service - Rebuilds Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcewell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcewell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and /or invoice shall be deemed sufficient.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcewell members.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcewell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcewell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcewell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products. Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include: - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. Services and support include: - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions - Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section. - Services and support brochures can be found in the additional documents section by name of offering. For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	( ) Yes (•) No	NIA
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	NIA

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
- Financial Strength and Stability - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
- Marketing PlanISamples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
- WMBEIMBEISBE or Related Certificates (optional)
- Warranty Information - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sean Egel, Sales Support Consultant, Caterpillar Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

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SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 ("Sourcewell") and **Caterpillar Inc.**, having its principal place of business at 5212 N. O'Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 ("Caterpillar" or "Vendor"). Sourcewell and Caterpillar may be referred to in this Agreement as a "Party" and collectively as the "Parties."

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell's cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof ("Licensed Trademarks"), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell's Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor's Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

"Anti-Corruption and International Trade Laws" means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

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C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.

2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.

3. Beyond what is permitted in this Addendum, neither Party will:

a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;

b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;

c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or

d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

A. EFFECTIVE DATE. This Addendum is effective upon the date of the final signature below.

B. TERMINATION. Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.

1. *Termination for Convenience*. This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.

2. *Termination for Breach*. This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.

3. *Effect of Termination*. Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

SOURCEWELL

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement/CPO
Date: 5/24/2023 | 2:45 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Patrick Kearns
68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT

BROKEN ARROW
WHERE OPPORTUNITY LIVES

BID #25.155 CONCRETE						
1)	**Description:** This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to					
				BIDDER #1	**BIDDER #2**	**BIDDER #3**
				Nexlevel Redi Mix	**Twin Cities Ready Mix**	**Greenhill Concrete**
2)	**Rates & Charges**	**UOM**	**Qty**	**Unit Price**	**Unit Price**	**Unit Price**
	2500 PSI CONCRETE	Cu Yd	1	$135.00	$140.00	$151.00
	3000 PSI CONCRETE	Cu Yd	1	$139.00	$144.00	$155.00
	3500 PSI CONCRETE	Cu Yd	1	$143.00	$148.00	$159.00
	40000 PSI CONCRETE	Cu Yd	1	$147.00	$152.00	$163.00
	4" EXPANSION JOINT	F.T.	1	$2.00	$12.00	$2.50
	6" EXPANSION JOINT	F.T.	1	$3.00	$11.50	$3.50
	1% CALCIUM	Cu Yd	1	$5.00	$3.26	$4.50
	2% CALCIUM	Cu Yd	1	$10.00	$6.52	$9.00
	HOT WATER	Cu Yd	1	$5.00	$5.00	$5.00
	HIGH EARLY	Cu Yd	1	$10.00	$12.00	$12.00
	SYNTHETIC FIBER MESH	Cu Yd	1	$8.00	$6.25	$6.00
	DELIVERY CHARGE	Cu Yd	1	$0.00	$60.00	$150.00
3	**Notary Public Expires**			4/13/2029	2/21/2026	11/1/2028
	TOTAL			**$607.00**	**$700.53**	**$820.50**

BID #25.155 CONCRETE

This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to five (5) Vendors with one (3) Vendor responding.

This bid tabulation is true and accurate to the best of my knowledge.

Tuesday, June 3, 2025

X Ryan Baze

Ryan Baze, General Services Director

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
S. HARP BLVD. DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW25130

Agenda Item 25-798

1. Professional Service Provider:

a. Name: GEODECA, LLC

b. Telephone No.: 918-949-4064

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

2. Project Title and Location: Survey for S. Harp Blvd. drainage improvements in the Cambridge Estates neighborhood located near Houston St. and S. 241st E. Ave.

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

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Five Thousand One Hundred and No/100 ($5,100.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

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

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

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

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

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

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

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

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

10. 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

11. Electronic Signatures:

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

electronically signed and/or submitted documents.

12. 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.

13. 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.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

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

Date: 06-25-25

Attest: Curtis Green
City Clerk [Seal]

Date: 6/26/2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

Professional Service Provider:
GEODECCA, LLC

By: Russell Muzika
Russell Muzika, PLS

Title: President

Date: 6-20-2025

Attest:
By: Carrie Muzika

Title: CEO

Date: 6/20/2025

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20th day of June 2025, personally appeared Russell Muzika, known to me to be the (**President**, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of GEODECCA, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Christopher Durnil
Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
S. HARP BLVD. DRAINAGE IMPROVEMENTS
PROJECT NUMBER: SW25130

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated in the Cambridge Estates neighborhood along S. Harp Blvd. in the City of Broken Arrow. Services performed to include a full topographic survey depicted in Exhibit A. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

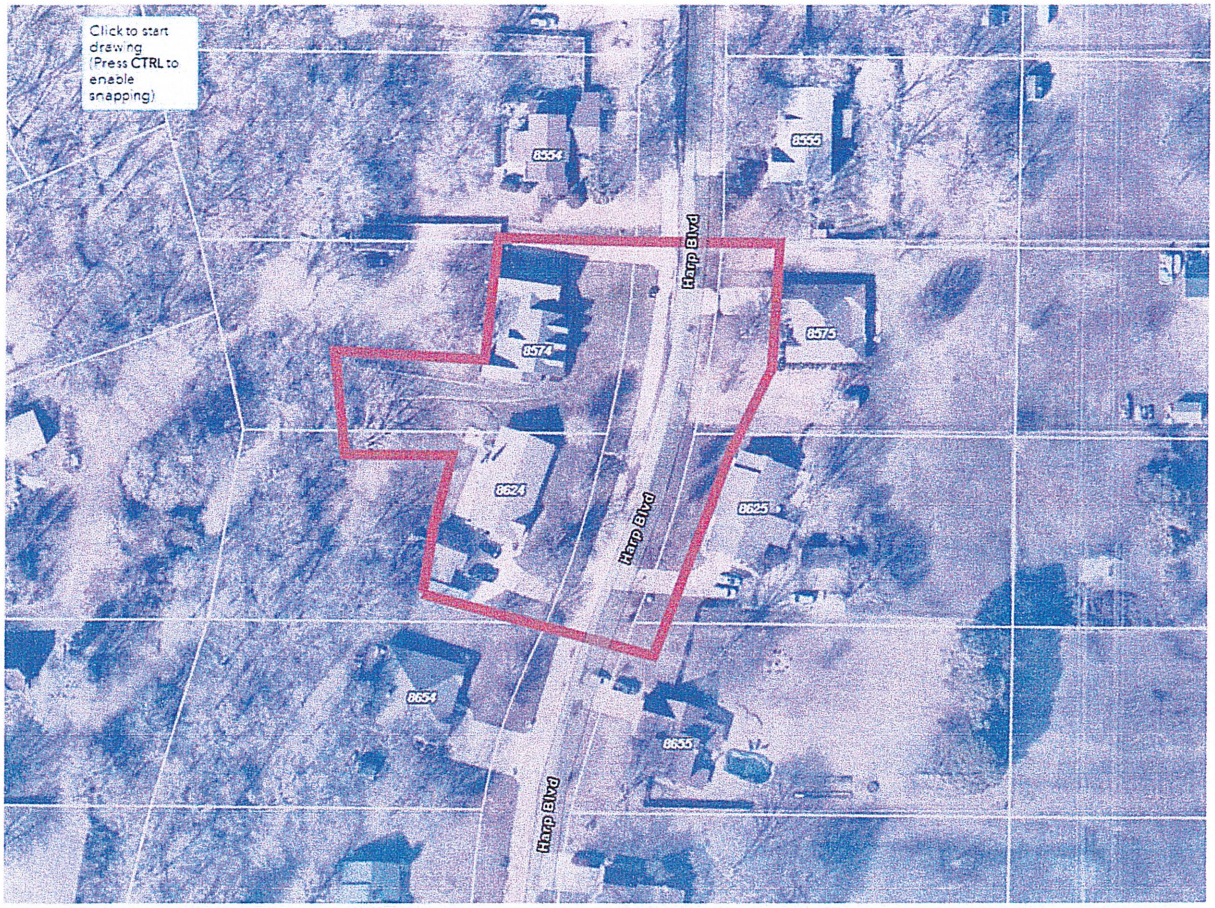
SP - 3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide a full topographic survey of approximately 300 linear feet x 280 feet wide (see EXHIBIT 1 attached). Professional Surveying services shall also include: providing survey control and benchmarks; locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities; site surveying; exhibits; and other surveying related services. See attached Exhibit 1 for location/footprint.

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]

EXHIBIT 1: SURVEY LIMITS



Business Associate Agreement Provisions

This Business Associate Agreement ("Agreement") is entered into this 1st day of July 2025 between David Gearhart, M.D., and The City of Broken Arrow is effective as of the date of the execution above.

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean The City of Broken Arrow.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Dr. David Gearhart, D.O.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes

for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of **July 1, 2025,** and shall terminate upon termination of the Service Contract between the City of Broken Arrow and the business associate or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, if agreed to by covered entity, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in paragraphs (a) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

By: David Gearhart

Printed Name: David Gearhart

Title: Medical DirectorMedical Director

Date: 6/9/2025

By: _____

Printed Name: Debra Wimpee

Title: _____

Date: _____

Approved as to Form

By: _____

Printed Name: Danny Littlefield

Title: City of Broken Arrow Deputy City Attorney

Date: 6/9/2025

By: _____

Printed Name: Curtis Green

Title: _____

Date: _____

MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (the "Agreement") is entered into by and between David Gearhart, D.O., the provider of the medical director services as more particularly described herein (the "Provider") and the City of Broken Arrow, Oklahoma, a municipal corporation ("City"). This Agreement shall be effective as of the date the last party to this Agreement executes it (the "Effective Date").

RECITALS:

WHEREAS, the City as a provider of ambulance services is required by Title 63 Oklahoma Statutes §1-2501 et seq. to retain the services of a medical director to establish protocols for rendition of patient care and to monitor and supervise the rendition of such care; and

WHEREAS, the same Oklahoma Statutes mandates that the medical director shall be a physician, fully licensed without restriction; and

WHEREAS, City and Provider desire to enter into this Agreement, whereby City will provide ambulance services to its citizens through its Agreement with Provider, a physician, fully licensed without restriction, as medical director of ambulance services; and

WHEREAS, City and Provider have determined that it is in their mutual best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

City's duties:

1. Provide compensation as follows: $30,000.00 annually, to be paid semi-annually.

2. Provide appropriate Professional Liability Insurance coverage specific to EMS Medical Directors in the amount of $1,000,000/$3,000,000. Annual premiums of approximately $4,500.00 to be paid by the City.

3. Provide annual National Association of EMS Physicians (NAEMSP) membership fee. Membership is specific to requirements for carrying liability insurance. Annual membership fee of approximately $500.00 to be paid by the City.

4. In the event that this agreement is not renewed or is otherwise terminated by either party with or without cause, the City agrees to provide insurance coverage, as specified above, for one year following separation.

5. Provide a forum for meetings/classes.

Provider's duties:

1. Maintain physician licensure and be affiliated with OSU Medical Center.

2. Provider will be responsible for medical control of Emergency Medical Services (EMS).

3. Evaluate and seek to improve the quality of prehospital care.

4. On a monthly basis, review and critique, through accepted quality assurance practice by qualified personnel, 15% of all patient encounters to include all cardiac arrests, high acuity patients requiring invasive airway management, patients transferred to an air service, with the remaining to be randomly chosen as to reflect a diverse cross-section of providers. Written documentation shall be submitted monthly to the fire chief.

5. If the Provider requires the assistance of any professional associates or subcontractors in connection with it providing the Services the Provider must obtain the prior express written approval of the City, which the City may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the Provider. If after obtaining the City's approval the Provider utilizes any professional associates or subcontractors in the delivery of the Services, then the Provider shall remain solely and fully liable to the City for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Provider shall not relieve the Provider of its obligations to the City under this Contract.

6. The Provider, along with any sub-contractors or employees shall receive and comply with the City of Broken Arrow's HIPAA policies and procedures. All subcontractors shall execute a business associate agreement with the Provider and all persons who shall have access to or use the protected health information of patient's treated by the City.

7. Assure that a mechanism exists to evaluate skills competency of prehospital personnel to City.

8. Report deficiencies or opportunities to improve prehospital patient care to City.

9. Orient Emergency Department medical staff, especially physicians, to City EMS policies and procedures and radio communications.

10. Assure that a mechanism exists for prompt Medical Director review of cases involving radio delay/failure or potential patient care deficiencies.

11. Recommend to the City EMS Director the suspension or decertification of personnel found to impose an immediate threat to patient well-being.

12. Counsel, educate and remediate prehospital personnel who are found to need improvement.

13. Recommend further remediation as indicated to the City EMS Director.

14. Represent OSU Medical Center at fire department meetings.

15. Review draft City policies, procedure and protocols and Oklahoma State laws and regulations and provide feedback in a timely manner.

16. Participate in monthly Field Care Audits.

17. Advise City EMS Director on scope of practice and medical control issues.

18. Be an active participant in the Quality Assurance/Quality Initiative (QA/QI) process. Provider will review and present to City EMS personnel various case scenarios monthly as a teaching tool.

19. Participate and/or instruct educational classes attended by EMS personnel as schedule allows.

20. Perform eight (8) hours as a participant of a City ambulance crew or an EMS-designate on a quarterly basis.

21. Perform spontaneous, unannounced inspections on various City ambulance crews to ensure proper equipment is available for use and cleanliness meets Oklahoma State Department of Health guidelines. These inspections shall be performed as schedule permits.

22. Be available by telephone on a 24-hour per day, seven day per week basis. It is understood that the nature of a Physician's occupation may lend to periodic times of unavailability, the provider is to make reasonable effort to remain available for emergency contacts when possible.

23. Provider may immediately suspend EMT privileges of City personnel upon his own initiative by contacting the City EMS Director.

24. Participate in the incident review process of the EMT privileges as requested by City.

TERM OF THE AGREEMENT

This Agreement shall be 12 months commencing July 01, 2025, and expiring June 30, 2026, provided either party may terminate this agreement with or without cause upon (30) days' advance written notice to the other (the "Initial Term"). Upon completion of the Initial Term, this Agreement shall become renewable annually upon mutual agreement of the parties.

AMENDMENT

This Agreement may be amended or modified from time to time only by a written instrument adopted by the parties hereto.

GOVERNING LAW AND VENUE

This Agreement is governed by and shall be construed in accordance with the law of the State of Oklahoma, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement or the application thereof to any party or circumstances is held invalid or unenforceable to any extent, the circumstances is not affected thereby, and that provision shall be enforced to the greatest extent permitted by law. The venue for any disputes or causes of action that may arise out of this Agreement is the Tulsa County District Court, State of Oklahoma.

SUCCESSORS AND ASSIGNS

Each and every covenant, term, provision, and agreement herein contained shall be binding upon each of the parties and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of each of the parties. This Agreement shall not be assigned except upon written agreement of the parties.

ENTIRE AGREEMENT

This Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings, if any, related hereto.

By: David Gearhart

Printed Name: David Gearhart

Title: Medical Director Medical Director

Date: 6/9/2025

By: _____

Printed Name: Debra Wimpee

Title: _____

Date: _____

Approved as to form

By: 

Printed Name: Danny Littlefield

Title: City of Broken Arrow Deputy City Attorney

Date: 6/9/2025

By: _____

Printed Name: Curtis Green

Title: _____

Date: _____

MUTUAL AID AGREEMENT BETWEEN CITY OF BROKEN ARROW AND THE CITY OF BIXBY FOR INFORMATION TECHNOLOGY SERVICES

This Mutual Aid Agreement ("Agreement") is entered into between the City of Broken Arrow, a municipal corporation, hereinafter referred to as "Broken Arrow," and the City of Bixby, a municipal corporation, hereinafter referred to as "Bixby" (collectively, the "Parties").

RECITALS:

Whereas, the Parties recognize the mutual benefits of cooperation and resource sharing to enhance the efficiency and security of municipal operations; and

Whereas, Broken Arrow possesses expertise and resources in information technology (IT) services, including network systems management, cybersecurity, and IT infrastructure assessment; and

Whereas, Bixby requires temporary assistance with IT services, including but not limited to system access management, documentation, and recommendations for addressing technical debt; and

Whereas, the Parties desire to formalize their cooperation through this Agreement to provide mutual aid in the provision of IT services under the terms and conditions set forth herein;

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

AGREEMENTS:

1. PURPOSE

The purpose of this Agreement is to establish a framework for Broken Arrow to provide IT services to Bixby, including but not limited to system access management, network security, system documentation, and infrastructure assessment, to ensure the continuity and security of Bixby's IT operations.

2. SCOPE OF SERVICES

Broken Arrow agrees to provide the following IT services to Bixby, as needed and mutually agreed upon:

a. System Access Management: Removal or modification of system access for personnel, including manual updates to servers, systems, and network appliances.
b. Cybersecurity Support: Examination and securing of Bixby's IT systems, including SCADA networks and architecture, to ensure compliance with best practices.
c. System Documentation: Creation of initial system documentation and network diagrams for Bixby's IT infrastructure, where such documentation is absent or incomplete.

d. Infrastructure Assessment: Development of a prioritized list of recommendations to address technical debt, including end-of-life software and systems, to guide Bixby's future IT investments.
e. Hiring Assistance: Optional assistance in interviewing and evaluating candidates for Bixby's senior IT position, upon Bixby's request.
f. Additional Services: Other IT-related services as mutually agreed upon by the Parties, including the deployment of additional Broken Arrow IT personnel with specialized expertise as needed.

3. TERM

This Agreement shall commence on June 16, 2025 and continue until June 16, 2026 or terminated as provided herein. The Agreement may be extended or terminated by mutual written consent of the Parties.

4. RESPONSIBILITIES OF BROKEN ARROW

a. Provide qualified IT personnel, including but not limited to network systems managers, cybersecurity engineers, and network engineers, to perform the services outlined in Section 2.
b. Track and document all time and resources expended on behalf of Bixby, providing detailed reports to Bixby upon request.
c. Perform services in a professional manner, adhering to industry standards and applicable laws.
d. Coordinate with Bixby's designated IT staff, such as the City Manager or other representatives, to ensure effective delivery of services.

5. RESPONSIBILITIES OF BIXBY

a. Provide access to necessary systems, facilities, and personnel to enable Broken Arrow to perform the agreed-upon services.
b. Designate a primary point of contact, such as the City Manager or IT staff, to coordinate with Broken Arrow's personnel.
c. Reimburse Broken Arrow for reasonable costs incurred, as outlined in Section 6, if applicable.
d. Promptly communicate any changes in needs, priorities, or system access requirements to Broken Arrow.

6. COMPENSATION

a. Unless otherwise agreed, services provided under this Agreement shall be rendered as mutual aid without expectation of monetary compensation.

b. If specific costs are incurred by Broken Arrow (e.g., overtime, travel, or specialized equipment), Bixby agrees to reimburse such costs, provided they are pre-approved in writing by Bixby's City Manager or designee.
c. Broken Arrow shall provide an itemized invoice for any reimbursable costs, and Bixby shall remit payment within thirty (30) days of receipt.

7. LIABILITY AND INDEMNIFICATION

a. Each Party shall be responsible for its own acts and omissions and those of its employees, agents, or representatives in the performance of this Agreement.
b. To the extent permitted by law, Bixby agrees to indemnify and hold harmless the City of Broken Arrow from any claims, damages, or liabilities arising from its own negligence or willful misconduct in connection with this Agreement.
c. Neither Party shall be liable for any indirect, incidental, or consequential damages arising from the performance of this Agreement.

8. TERMINATION

a. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
b. Upon termination, Broken Arrow shall provide Bixby with all completed documentation and reports generated under this Agreement.
c. Any outstanding reimbursable costs shall be settled within thirty (30) days of termination.

9. CONFIDENTIALITY

a. Broken Arrow to the extent allowed under the Oklahoma Open Records Act 51 O.S. Section 24A.1 et seq. agrees to treat all sensitive information obtained from Bixby, including system access credentials and network configurations, as confidential and to use such information solely for the purposes of this Agreement.
b. Upon termination of this Agreement, Broken Arrow shall return or destroy all confidential information, as directed by Bixby.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any disputes arising under this Agreement shall be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.

11. AMENDMENTS

This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral.

13. NOTICES

All notices required under this Agreement shall be in writing and delivered to the following addresses:

City of Broken Arrow: City Manager Michael Spurgeon, mspurgeon@brokenarrowok.gov, 220 South First Street, Broken Arrow OK 74013

City of Bixby: City Manager Joey Wiedel, jwiedel@bixbyok.gov, 111 N. Cabaniss Ave, Bixby OK 74008

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

City of Broken Arrow

By: Michael Spurgeon
City Manager

Date: 6/16/2025

Attest:

Curtis Green
City Clerk

Approved as to Form:

Trevor Dennis
City Attorney

City of Bixby

By: Joey Wiedel
City Manager

Date: 7/9/2025

Attest:

Shannon Duran
City Clerk

Approved as to Form:

City Attorney

Broken Arrow City Council Ratified:

By: _____
Mayor

Bixby City Council Ratified:

By: _____
Mayor

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
GARDEN AT CENTRAL PARK SITE IMPROVEMENTS
PROJECT NUMBER: 2360450

1. PROFESSIONAL SERVICE PROVIDER:

a. Name: CEC Corporation

b. Telephone No.: 918.663.9401

c. Address: 1300 S. Main Street, Tulsa, OK 73119

2. PROJECT TITLE AND LOCATION: BROKEN ARROW GARDENS AT CENTRAL PARK LOCATED IN THE BROKEN ARROW CENTRAL PARK AT 1500 S MAIN ST, BROKEN ARROW, OK 74012.

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

4. Compensation: Professional Service Provider shall be compensated for a lump sum total of Eight Thousand Four Hundred and No/100 ($8,400.00) for the Design portion of work and Six Thousand Five Hundred and No/100 ($6,500) for the Survey portion of work for a total compensation under this contract of Fourteen Thousand Nine Hundred and No/100 ($14,900.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within sixty (60) calendar days after the date the

Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

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

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

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

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

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

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

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

10. 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

11. Electronic Signatures:

The Parties agree this transaction may be completed by electronic means and an electronic

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

12. **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.

13. **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.

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

City of Broken Arrow, a municipal corporation:

By: _____
Michael Spurgeon, City Manager
Date: _____

Attest:

_____
City Clerk [Seal]

Date: _____

Professional Service Provider:
CEC Corporation

By: Shannon N Hanks
Name: Shannon N. Hanks
Title: Municipal Practice Leader

Date: 7-9-25

Attest:
By: _____

Title: Assistant Corporate Secretary

Date: 7-9-2025

CEC CORPORATION CORPORATE SEAL OKLAHOMA

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 9th day of July 2025, personally appeared Shannon Hanks, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Municipal Practice Leader (Please circle or specify) of CEC Corporation 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.

Jody Patton
Notary Public

JODY PATTON NOTARY # 22008268 EXP. 06/13/26 PUBLIC STATE OF OKLAHOMA

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
GARDEN AT CENTRAL PARK SITE IMPROVEMENTS
PROJECT NUMBER: 2360450

ATTACHMENT A

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Topographical Surveying, Site Assessment, Drainage Analysis, and prepare Plan Sheets for OWNER to construct the proposed improvements and Related Support Services associated with Gardens at Central Park located in Broken Arrow Central Park. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide a full topographic survey of the site to determine existing elevations and aid in proposed site grading. Horizontal and vertical control will be established for the project. Topographic survey will be tied to project control and include the following existing surface features: edge of pavement, curbs, drives, sidewalk, signs, fences, walls, flowerbeds, all visible drainage structures, and visible and/or marked utilities. Deliverable will include and electronic file in .dwg format containing the topographic items described and a DTM surface with contours at 1.0' minimum density. Items EXCLUDED from scope include: Right-of-Way research, property plotting, ALTA/NSPS Survey; Property/Boundary Survey(s); Survey Data Sheets; Subsurface Utility Engineering (SUE) Services; Utility Relocations; Staking and any other item not explicitly stated in the previously described scope.
3.2 The Professional Service Provider shall provide a visual assessment of the site and drainage analysis to determine the best available options to improve drainage and will prepare plans sheets as necessary to allow the OWNER to construct the proposed improvements. These professional services will include: Construction cost estimates for repairs; Bidding/Construction Administration services; and Construction Inspections.
3.3 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 USE AGREEMENT

This Agreement is entered by and between the **City** of Broken Arrow, Oklahoma, a municipal corporation (**City**) and the Broken Arrow Seniors, Inc., a 50lc3 organization, (**Licensee**).

I. LICENSE

City grants a non-exclusive license and agrees to allow **Licensee** to use facilities in the **City** of Broken Arrow popularly known as the Senior Center located at 1800 S. Main St. and the Senior Annex located at 1811 S. Main St. (Together referred herein as Premises).

City agrees to pay for the electrical and natural gas usage of the Premises during the full term of this Agreement which is not to exceed $52,000.00 per fiscal year for 1800 S. Main and $20,000.00 per fiscal year for 1811 S. Main, a total not to exceed $72,000.00. If electrical and natural gas usage exceeds the allotted amount the **Licensee** will be responsible for the overage amount which will be paid to the **City** within 30 days after invoice date. Any other expense not herein listed shall be the responsibility of the Licensee.

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

Within its limitations as a non-profit 501c3 organization, **Licensee** may charge an annual membership fee, activities/user fees, and hold periodic fundraiser events in order to cover its operating expenses. In order to assure compliance with **Licensee**'s status, the **City** reserves the right to examine **Licensee**'s financial statements upon request.

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

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

Licensee shall appoint two sitting members of **City's** City Council to **Licensee's** Board of Directors (or **Licensee's** equivalent governing board), to serve terms concurrent with the term of this Agreement. The members of **City's** City Council to be appointed shall be determined by **City**. In the event an appointed City Council member is removed from office, or otherwise no longer serves as a City Council member for **City** during the term of this Agreement, **Licensee** shall remove such individual from **Licensee's** Board of Directors and replace same with another sitting member of **City's** City Council of **City's** choosing, to serve the remainder of the Board term. **Licensee** has the sole obligation to ensure **Licensee's** bylaws, and/or other governing documents, are amended to comply with all governing law to accommodate and enforce this provision.

Licensee shall present an organizational update at least one time per year at a regularly scheduled City Council meeting. The schedule of appearance shall be coordinated by the Community Relations Liaison of the City of Broken Arrow, or its representative. Licensee shall send a representative of the organization having knowledge of operations (for example board president, board member, or executive director of the organization) to speak on behalf of the organization and update the City Council. Licensee shall furnish the City with a copy of an approved financial review conducted by an independent accounting firm no later than 270 days of the end of the Licensee's current fiscal year. Additionally, if requested by the City, a full financial audit shall be provided by the Licensee.

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

Licensee shall comply with all laws governing the possession and/or use of firearms applicable to the **Premises** and shall require compliance of same from **Licensee's** invitees, guests, membership, and users.

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

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

II. TERM

The term of this license shall commence on June 30, 2025, and shall expire June 30, 2026, unless sooner terminated in accordance with the terms and conditions of the Agreement. This agreement does not renew automatically.

III. IMPROVEMENTS

The Premises shall remain the property of the **City**, and may not be modified, altered, or destroyed without the prior written permission of the Director of Parks and Recreation (Director). Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the Director.

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

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

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

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

IV. MAINTENANCE

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

Licensee shall inspect the Premises immediately before and immediately after each use, and shall immediately notify the Director, or his designee, of any damages or of any repairs, which may be required.

In the event that any defect may threaten the safety and welfare of participants or the general public, **Licensee** shall not allow individuals to utilize the Premises until the defective portion of the Premises has been repaired or replaced.

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

Licensee acknowledges that access to mechanical rooms and the equipment therein is restricted to qualified **City** personnel and approved contractors. These areas are to remain locked and free from obstruction.

The **City** shall maintain, replace or repair any major maintenance item that is not considered routine in nature of the Premises in need of such service due to normal and routine wear and tear, which may include the plumbing, electrical, HVAC systems (including filter changes and battery changes to thermostats, termite prevention, and structural components of the Premises, and the parking areas and outdoor lighting fixtures. The **Licensee** shall maintain, replace, or repair any minor maintenance item that is considered routine in nature of the Premises, which may include the plumbing (unstopping sinks and lavatories), electrical (replacing light bulbs; operation of security system), and structural components (pest control) of the Premises.

City shall maintain all fire suppression systems and extinguishers and shall conduct all necessary inspections.

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

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

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

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

Licensee shall lock and secure the Premises after each use.

Licensee shall promptly reimburse the **City** for the cost of parts and labor for any replacement or repair on the Premises as a result of the negligent acts of **Licensee** or by its competitors, volunteers, guests, or invitees, and for the **City**'s cost in performing any of **Licensee**'s contractual duties.

The **City** retains the right to enter any portion of the Premises at any and all times, by giving reasonable notice, to inspect the Premises or to conduct maintenance or repairs, or for the purpose of determining whether **Licensee** is complying with the terms and conditions hereof, or for any

other purpose incidental to the rights of the **City** under this Agreement. In the event of an emergency, no notice shall be needed to enter or repair the premises.

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

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

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

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

V. INDEMNIFICATION

Licensee is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, pm1nership, joint venture or association as between the **City** and **Licensee** or its officers, employees, contractors or representatives for any purpose. **Licensee** understands that all persons furnishing services in implementing this Agreement are employees, independent contractors and volunteers, solely of **Licensee**, and **Licensee** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As part of the consideration for this Agreement, **Licensee** agrees to indemnify, defend (at the **City**'s option), and hold harmless the **City**, its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **Licensee**, its competitors, guests, invitees, **Licensee**s, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to any injury or damage that occurs relating to **Licensee** activities, or **Licensee**'s performance or failure to perform the terms and conditions of this Agreement. Such obligation to defend, indemnify, and/or hold harmless specifically encompasses, but is not limited to, any claims, demands, suits, or actions asserted against **City** arising from a complaining party's attendance at any **Licensee** activity. Such obligation to defend,

indemnify, and/or hold harmless shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

Licensee currently has use of a City owned golf cart. All needed maintenance shall be performed by the City after notification of maintenance needs from Licensee. Licensee shall indemnify and hold the City harmless from any loss, claim, demand, suit or actions asserted against the City arising from use of the golf cart by the Licensee.

VI. INSURANCE AND WAIVER OF SUBROGATION

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

VII. DEFAULT/TERMINATION

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

compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

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

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

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

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

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

City of Broken Arrow

By: Michael Spurgeon 6/18/2025

Michael Spurgeon, City Manager

ATTEST:

Curtis Green 6/18/2025

City Clerk / Seal

APPROVED AS TO FORM:

Danny Littlefield, Jr. 6/18/2025

Deputy City Attorney

Broken Arrow Seniors, Inc.

Chairman of the Board

Printed Name: _____

Lisa Ford 6/17/2025

President/CEO

Printed Name: _____

BASI Mailing Address:

_____

_____

_____

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-599171-45679.794TS

Issued: 01/22/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 09/01/2025

Account Number: 110078

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
City of Broken Arrow Police Dept. 1700 W Detroit St Broken Arrow, OK 74012-3623 USA	City of Broken Arrow Police Dept. - OK PO Box 610 Broken Arrow OK 74013-0610 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tierney Stuhr Phone: (480) 712-4910 Email: tstuhr@axon.com Fax:	Joshua Russell Phone: 9184518200 Email: jsrussell@brokenarrowok.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,175,622.20
ESTIMATED TOTAL W/ TAX	$1,175,622.20

Discount Summary

Average Savings Per Year	$40,535.16
TOTAL SAVINGS	$202,675.80

Docusign Envelope ID: BF45D8FE-6623-4A75-BC04-2B86D66331ED

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	$235,124.44	$0.00	$235,124.44
Aug 2026	$235,124.44	$0.00	$235,124.44
Aug 2027	$235,124.44	$0.00	$235,124.44
Aug 2028	$235,124.44	$0.00	$235,124.44
Aug 2029	$235,124.44	$0.00	$235,124.44
Total	**$1,175,622.20**	**$0.00**	**$1,175,622.20**

Quote Unbundled Price:	**$1,378,298.00**
Quote List Price:	**$1,364,200.40**
Quote Subtotal:	**$1,175,622.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	4	60	$516.15	$457.41	$457.41	$109,778.40	$0.00	$109,778.40
A la Carte Hardware									
50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1			$1,518.00	$1,518.00	$1,518.00	$0.00	$1,518.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	60		$0.81	$0.69	$74,358.00	$0.00	$74,358.00
73618	AXON COMMUNITY REQUEST	180	60		$10.85	$9.22	$99,603.00	$0.00	$99,603.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	60		$32.76	$27.85	$300,736.80	$0.00	$300,736.80
ProLicense	Pro License Bundle	180	60		$48.82	$41.44	$447,525.00	$0.00	$447,525.00
A la Carte Services									
80190	AXON EVIDENCE - CHANNEL SERVICES	1			$50,000.00	$42,500.00	$42,500.00	$0.00	$42,500.00
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	60		$10.85	$9.22	$99,603.00	$0.00	$99,603.00
Total							**$1,175,622.20**	**$0.00**	**$1,175,622.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	08/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	08/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	08/01/2025
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	08/01/2025
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	08/01/2025
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	08/01/2025
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	08/01/2025
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	08/01/2025
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	08/01/2025
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	4	1	08/01/2025
A la Carte	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	1	08/01/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER	2	09/01/2025	08/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		SERVER			
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	09/01/2025	08/31/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	09/01/2025	08/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	540	09/01/2025	08/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	180	09/01/2025	08/31/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	09/01/2025	08/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	180	09/01/2025	08/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	09/01/2025	08/31/2030

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1700 W Detroit St	Broken Arrow	OK	74012-3623	USA

Payment Details

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 1	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 1	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 1	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 2	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 2	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 2	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 3	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 3	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	4	$21,955.68	$0.00	$21,955.68
Annual Payment 3	ProLicense	Pro License Bundle	180	$89,505.00	$0.00	$89,505.00
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 4	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	4	$21,955.67	$0.00	$21,955.67
Annual Payment 4	ProLicense	Pro License Bundle	180	$89,505.01	$0.00	$89,505.01
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	180	$60,147.36	$0.00	$60,147.36
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	180	$19,920.60	$0.00	$19,920.60
Annual Payment 5	50221	AXON INTERVIEW - POE SWITCH - 24 PORT	1	$303.60	$0.00	$303.60
Annual Payment 5	73618	AXON COMMUNITY REQUEST	180	$19,920.60	$0.00	$19,920.60
Annual Payment 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1800	$14,871.60	$0.00	$14,871.60
Annual Payment 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	$8,500.00	$0.00	$8,500.00
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	4	$21,955.67	$0.00	$21,955.67
Annual Payment 5	ProLicense	Pro License Bundle	180	$89,505.01	$0.00	$89,505.01
Total				**$235,124.44**	**$0.00**	**$235,124.44**

Docusign Envelope ID: BF45D8FE-6623-4A75-BC04-2B86D66331ED

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-Oklahoma OK SW1057A) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Exceptions to Standard Terms and Conditions

This Agreement begins on the Effective Date and continues for one (1) year with automatic renewals for four (4) additional one-year periods, unless Broken Arrow PD notifies AXON in writing that it wishes to terminate this Agreement thirty (30) days prior to the expiration of each subscription year. In the event the Agency elects not to exercise all four (4) of the renewal options as set forth in the Quote, the termination provisions is Section 16.3 of the MSPA Agreement shall apply.

Axon Enterprise, Inc.

Signed by:
55DAEBB131A4424...

5/22/2025 | 7:35 AM MST

Signature

Date Signed

Signature

Date Signed